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

MEMBERS OF THE GOVERNING BOARD

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

DISTRICT ADMINISTRATION

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

	STUDENT ENROLLMENT		
School	**2017-18 CALPADS**	**3/2/2018**	**4/1/2018**
Sheridan Elementary (K-5)	52	55	54
First Street Elementary (K-5)	434	432	432
Carlin C. Coppin Elementary (K-5)	430	434	432
Creekside Oaks Elementary (K-5)	614	639	639
Twelve Bridges Elementary (K-5)	649	657	655
Foskett Ranch Elementary (K-5)	428	430	433
Lincoln Crossing Elementary (K-5)	649	652	647
Glen Edwards Middle School (6-8)	896	904	895
Twelve Bridges Middle School (6-8)	759	768	767
Lincoln High School (9-12)	1,955	1,917	1,912
Phoenix High School (10-12)	75	83	86
SDC Program (18-22)	10	10	10
TOTAL	**6951**	**6,981**	**6,962**

SDC Pre-School

Foskett Ranch	20
First Street/LIP	69
Carlin C. Coppin	0

ATLAS Program 28

Parent Education
Continuing Educ. Classes

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 1, 2018

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

AGENDA

2017-2018 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.

6:00 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. - 3rd Floor Conference Room

2. **COMMUNICATION FROM THE PUBLIC**

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

6:05 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room

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

3.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

3.3 **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Anticipated Litigation (Government Code 54956.9) one potential case. Claim for Funds Related to Property Acquisition (Property No. 17/18.1)

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

3.5 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release –
Roll call vote:

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3rd Floor Conference Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 ***Page 9*** **- CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

4.2 ***Page 10*** **- CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

4.3 ***Page 11*** **- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Anticipated Litigation (Government Code 54956.9) one potential case. Claim for Funds Related to Property Acquisition (Property No. 17/18.1)

4.4 ***Page 12*** **- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

4.5 ***Page 13*** **- PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

5. ***Page 15-78*** **- CONSENT AGENDA**

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

5.1 Certificated Personnel Report
5.2 Classified Personnel Report
5.3 Approval of Minutes for: April 3rd & 17th, 2018
5.4 Approval of Warrants
5.5 Ratify Contract between Capitol Public Finance Group and Western Placer Unified School District – Municipal Security Issuance Services
5.6 Ratification of Agreement with Excel Photographers and WPUSD
5.7 Ratification of Contract with TNT Fireworks and WPUSD

5.8 Ratification of Contract with Starstruck Showcase – Creekside Oaks Elementary Enrichment Program
5.9 Ratification of Agreement with Motivational Millennial and WPUSD
5.10 Ratification of Memorandum of Understanding between the Western Placer Teacher's Association and Western Placer Unified School District
5.11 Ratification of Memorandum of Understanding between the Western Placer Teacher's Association and Western Placer Unified School District
Roll call vote:

6. 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. Request forms for this purpose are located at the entrance to the Meeting Room. Request forms are to be submitted to the Board Clerk prior to the start of the meeting.

7. REPORTS & COMMUNICATION

- Lincoln High School Student Advisory – Rebecca Luy
- Western Placer Teacher's Association – Tara Jeane
- Western Placer Classified Employee Association – Gus Nevarez
- Superintendent - Scott Leaman

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

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

8.1 Action ***Page 80*** **– APPROVE RESOLUTION NO. 17/18.29 AUTHORIZING THE ISSUANCE OF 2018 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUTNY TO ISSUE SAID NOTES – Kilpatrick** *(17-18 G & O Component I, II, III, IV, V)*

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

Roll call vote:

8.2 Action ***Page 102*** **- ADOPTION OF REVISED/NEW POLICIES/EXHIBITS/ REGULATIONS – Leaman** *(17-18 G & O Component I, II, III, IV, V)*

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

  - BP/AR 1312.3 – Uniform Complaint Procedures
  - BP 4111/4211/4311 – Recruitment and Selection
  - BP/AR 4119.11/4219.11/4319.11 – Sexual Harassment
  - AR 4161.1/4361.1 – Personal Illness/Injury Leave

9. BOARD OF TRUSTEES

9.1 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

9.2 BOARD MEMBER REPORTS/COMMENTS

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

➢**May 15, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – Carlin C. Coppin School, 150 East 12th Street, Lincoln

11. 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.

Posted: 042718
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DISCLOSURE OF ACTION TAKEN IN CLOSED SESSION, IF ANY

Western Placer Unified School District
CLOSED SESSION AGENDA

Place: **District Office/City Hall Bldg. – Overlook Room (Fourth Floor)**
Date: **Tuesday, May 1, 2018**
Time: **6:05 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
Gabe Simon, Assistant Superintendent of Personnel Services
Audrey Kilpatrick, Assistant Superintendent Business and Operations
Kerry Callahan, Assistant Superintendent of Educational Services

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 1, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

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

ADMINISTRATION RECOMMENDATION:

Administration recommends the board of trustees be updated on negotiations.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS

AGENDA ITEM AREA:
Closed Session

REQUESTED BY:
Scott Leaman, Superintendent

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 1, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustee will disclose any action taken in closed session in regard the Lincoln Crossing South Site and Adjacent Property (APN(s): 327-010-014(9.4 acres), 327-010-012 (5.2 acres))

RECOMMENDATION:

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

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Conference with Legal Counsel - Anticipated Litigation – Claim for Funds Related to Property Acquisition (Property No. 17/18.1)

AGENDA ITEM AREA:
Disclosure of Action taken in Closed Session

REQUESTED BY:
Audrey Kilpatrick, Assistant Superintendent of Business and Operations

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 1, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Board of Trustees will disclose any action taken in closed session in regard to the rejection of the claim for funds related to Property Acquisition. *(Pursuant to Government Codes 910 & 910.2)*

RECOMMENDATION:

Administration recommends the Board of Trustees reject the claim.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

AGENDA ITEM AREA:
Disclosure of Action Taken in Closed Session

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

ENCLOSURES:
No

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 1, 2018

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.

wp/rk/factform

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
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 1, 2018

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.

wp/rk/factform

CONSENT

AGENDA

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Certificated Personnel Report

AGENDA ITEM AREA:
Consent Agenda

REQUESTED BY:
Gabe Simon
Assistant Superintendent of Personnel Services

ENCLOSURES:
Yes

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
Categorical/General

MEETING DATE:
May 1, 2018

ROLL CALL REQUIRED:

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 1, 2018

CERTIFICATED/MANAGEMENT

RESIGNATIONS/RETIRMENTS:

1.	Name:	Katelynn Myers
	Position:	Speech & Language Pathologist
	FTE:	0.6
	Effective Date:	April 26, 2018
	Site:	Twelve Bridges Elementary School

REQUEST FOR LEAVE OF ABSENCE:

1.	Name:	Shanna Parker
	Position:	Teacher on Special Assignment - EL Services
	FTE:	1.0
	Effective Date:	August 14, 2018
	Site:	Foskett Ranch Elementary School

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
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 1, 2018

ROLL CALL REQUIRED:

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 1, 2018

CLASSIFIED/MANAGEMENT

RESIGNATIONS:

1. Name: Tamera Allen
   Position: Campus/Cafeteria Supervisor
   Hours: 20 Minutes/ 5 Days a week
   Site: First Street School
   Effective: 4/26/18

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:
Approval of Minutes:
- April 3, & 17, 2018 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 1, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

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

- April 3, & 17, 2018 Regular Board of Trustee Meeting

RECOMMENDATION:

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

wp/rk/factform

Western Placer Unified School District

Regular Meeting of the Board of Trustees

April 3, 2018

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2017-2018 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:
Paul Carras, President
Paul Long, Vice President
Brian Haley, Clerk
Damian Armitage, Member
Kris Wyatt, Member

Others Present:
Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Mike Adell, Director of Facilities
Chuck Whitecotton, Principal
Rebecca Luy, Student Advisory
Brodie Fernandez, Lincoln News Messenger

6:15 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. - 3rd Floor Conference Room

2. **COMMUNICATION FROM THE PUBLIC**
   No communication from the public

6:20 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
   - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
     Bargaining groups: WPTA & CSEA Negotiations
     Agency Negotiators:
     ~Scott Leaman, Superintendent
     ~Gabe Simon, Assistant Superintendent of Personnel Services
     ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations

~Kerry Callahan, Assistant Superintendent of Educational Services

3.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

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

3.4 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release –
Roll call vote:

3.5 **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline – Stipulated Expulsion Student #17-18-E

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3rd Floor Conference Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 *Page 9* - **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action taken

4.2 *Page 10* - **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

No action taken

4.3 *Page 11* - **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

No action taken

4.4 *Page 12* - **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

No action taken

4.5 *Page 13* - **STUDENT DISCIPLINE/EXPULSION PURSUANT TO E.C. 48918**
Student Discipline – Stipulated Expulsion Student #17-18-E

Mr. Haley reported the board took action in closed session to accept the committee's recommendation to approve the stipulated expulsion, it was a 5-0 vote.

5. *Page 15-69* - **CONSENT AGENDA**
- 5.1 Certificated Personnel Report
- 5.2 Classified Personnel Report
- 5.3 Approval of Minutes for: March 6th & 20th, 2018
- 5.4 Approval of Warrants
- 5.5 Ratification of Agreement for Inspection Services with T. Wilson Services or Lincoln High School Portables 2018 Project
- 5.6 Ratification of Agreement for Inspection Services with Donald Sharp for Glen Edwards Middle School Modernization and Addition Project
- 5.7 Ratification of Contract with Placer county Office of Education and WPUSD
- 5.8 School-Sponsored Trips Involving Out-of-State, Out-of-Country, and or Overnight Travel

Motion by Mrs. Wyatt, seconded by Mr. Haley, and passed by a 5-0 *(Ayes: Long, Haley, Wyatt, Armitage, Carras No: None)* roll call vote to approve the consent agenda as presented.

6. **COMMUNICATION FROM THE PUBLIC**
No communication from the public

7. **REPORTS & COMMUNICATION**
➢Lincoln High School Student Advisory, Rebecca Luy shared the following:
- Senior Prom is this weekend
- Swim team update
- Four students signed this week

➢Western Placer Teacher's Association, Tara Jeane, Tim Allen was present and had no report
➢Western Placer Classified Employee Association, Gus Nevarez was not present
➢Superintendent - Scott Leaman shared the following:
- There will be a Special board meeting held on July 3rd. Cathy Dominco will be present
- Next week sixth graders will be going to OLE, there is a lot of construction going on in that area, our maintenance staff will be involved to help out
- Open administration positions this year at FSS and GEMS
- Working on safety, will update you on Summit church approached our district to donation funds to our district to purchase door safety device, $20,000 up to $40,000, There are 325 Barracuda bars being ordered
- Also met with Peter Gilbert, a group from SunCity would like to help with funding to have guards at all schools. They would like to raise funds to have guards at both middle schools.

- Goal is to have safety enhancement, will bring back short term and long term items.

8. ♦ACTION ♦DISCUSSION ♦INFORMATION

8.1 Action *Page 71* – **ACCEPTANCE OF BID AND APPROVE AWARDING THE CONTRACT TO RUA AND SON MECHANICAL FOR THE LINCOLN HIGH SCHOOL ROOF RENOVATION PROJECT – Adell** *(17-18 G & O Component I, II, III, IV, V)*

- Scope of work includes, but not limited to; repair of decking, installation of insulation, installation of new roof system, repairing any deficiencies, and other required work indicated in the plans and specifications for a complete, functioning roof system for the Dale Pence Gymnasium Building to address ongoing roof leaks.

Mike Adell presented a contract for approval. Motion by Mr. Armitage, seconded by Mrs. Wyatt, and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve acceptance of bid and awarding the contract to Rua and Son Mechanical for the Lincoln High School Roof Renovation Project

8.2 Action *Page 76* – **ACCEPTANCE OF REQUEST FOR PROPOSAL (RFP) AND APPROVE AWARDING ENERGY SERVICES IMPLEMENTATION CONTRACT TO TRANE U.S. INC. FOR PROP. 39 ENERGY EFFICIENCY PROJECTS – Kilpatrick** *(17-18 G & O Component I, II, III, IV, V)*

- Proposition 39, a voter approved initiative at the November 2012 statewide general election, provides for annual transfers from the State General Fund to the Clean Energy Job Creation Fund for the period of five years, 2013-2014 through 2017-2018.

Audrey Kilpatrick presented the Energy Services Contract for approval. Audrey shared about the prop 39 funds to be used for energy efficiency projects. This project will start as soon as possible, and most of it will be done during the summer, and will be completed by December 2018. Motion by Mr. Long, seconded by Mrs. Wyatt and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve acceptance of Request for Proposal (RFP) and award Energy Services Implementation Contract to Trane U.S. Inc. for Prop 39 Energy Efficiency projects.

9. BOARD OF TRUSTEES

9.1 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

9.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long shared the community leader breakfast was great, and will be attending a farm foundation meeting tomorrow.

Mr. Haley shared it was a great breakfast, and the choir was fantastic
Mrs. Wyatt was not able to attended the breakfast, was on a trip to Baha, looking forward to the Farm Open House, and their chili cook off
Mr. Armitage had no report
Mr. Carras shared he has attended safety meetings with Scott, currently working on security for the schools.

10. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **April 17, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room

11. ADJOURNMENT

There being no further business the meeting was adjourned at 7:40 p.m.

Paul Carras, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary 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 17, 2018

WPUSD District Office/City Hall Building–3rd Floor Conference Room
600 Sixth Street, Lincoln, CA 95648

MINUTES

2017-2018 Goals & Objectives (G & 0) for the Management Team: Component I: Quality Student Performance; **Component II:** Curriculum Themes; **Component III:** Special Student Services; **Component IV:** Staff & Community Relations; **Component V:** Facilities/Administration/Budget.

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

Board Members Present:
Paul Carras, President
Paul Long, Vice President
Brian Haley, Clerk
Damian Armitage, Member
Kris Wyatt, Member

Others Present:
Scott Leaman, Superintendent
Kerry Callahan, Assistant Superintendent of Educational Services
Audrey Kilpatrick, Assistant Superintendent of Business & Operations
Gabe Simon, Assistant Superintendent of Personnel Services
Rosemary Knutson, Secretary to the Superintendent
Rebecca Luy, Student Advisory

6:15 P.M. START

1. **CALL TO ORDER** – WPUSD District Office/City Hall Bldg. - 3rd Floor Conference Room

2. **COMMUNICATION FROM THE PUBLIC**
   There was no communication from the public

6:20 P.M.

3. **CLOSED SESSION** – WPUSD District Office – 4th Floor Overlook Room
   - 3.1 **CONFERENCE WITH LABOR NEGOTIATOR**
     Bargaining groups: WPTA & CSEA Negotiations
     Agency Negotiators:
     ~Scott Leaman, Superintendent
     ~Gabe Simon, Assistant Superintendent of Personnel Services
     ~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
     ~Kerry Callahan, Assistant Superintendent of Educational Services

3.2 **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

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

3.4 **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release –
Roll call vote:

7:00 P.M.

4. **ADJOURN TO OPEN SESSION/PLEDGE OF ALLEGIANCE** – District Office/City Hall Blvd., - 3rd Floor Conference Room
The Board of Trustees will disclose any action taken in Closed Session regarding the following items:

4.1 *Page 9* - **CONFERENCE WITH LABOR NEGOTIATOR**
Bargaining groups: WPTA & CSEA Negotiations
Agency Negotiators:
~Scott Leaman, Superintendent
~Gabe Simon, Assistant Superintendent of Personnel Services
~Audrey Kilpatrick, Assistant Superintendent of Business and Operations
~Kerry Callahan, Assistant Superintendent of Educational Services

No action taken

4.2 *Page 10* - **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Lincoln Crossing South Site and Adjacent Property APN: 327-010-014 (9.4 acres), APN: 327-010-012 (5.2 acres)

No action taken

4.3 *Page 11* - **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
CAL200 et al. v. Apple Valley et al., S.F. County Superior Court Case No. CPF-15-514477

No action taken

4.4 *Page 12* - **PERSONNEL**
Public Employee Employment/Discipline/Dismissal/Release

No action taken

5. *Page 15-69* - **CONSENT AGENDA**
5.1 Classified Personnel Report
5.2 Ratification of Agreement between the Office of Administrative Hearings and the Western Placer Unified School District

Motion by Mr. Armitage, seconded by Mrs. Wyatt and passed by a 5-0 *(Ayes: Long, Haley, Wyatt, Armitage, Carras No: None)* roll call vote to approve consent agenda as presented.

6. COMMUNICATION FROM THE PUBLIC

Sandra Burk – read the following letter:

Esteemed Members of Western Placer Unified School Board: We are here to express our disappointment and concern over the change in administration at Lincoln High School. Principal Jay Berns has had a profound and very positive impact on our school, as well as the Lincoln community. His passion and love for the school is what brought many of us to Lincoln. Under his strong leadership, we have seen improvements in student achievement, growth in programs, increase in engagement, and overall improvement of the culture of the school. We are deeply concerned this will change when he leaves.

While we understand the decision to dismiss Mr. Berns came after a great deal of thought and planning, it came as an enormous shock for many of us who believed that Lincoln High School was truly an incredible and unique school, in large part due to the sense of family Mr. Berns created with his close ties to his staff and students. Our sense of community, our trust and our enthusiasm for working at this amazing campus have been shake by this abrupt change, especially without understanding the reasons behind it.

Mr. Berns has also shown an incredible ability to build community within the school, but also to reach out to the community of Lincoln. It may be unclear how this will affect the parent-school connection, but it is clear that this will affect the student population. Students are seen continually meeting and talking with Mr. Berns. He brings a sense of safety, understanding, compassion and empathy to the role of principal. His unwavering commitment as an administrator in Lincoln is unmatched.

In the end, our greatest concern is that a select few voices were loud, were persistent, and ultimately were able to convince the district office that the majority of teachers were unhappy with Mr. Berns and his leadership. We feel the need to state and communicate very loudly that this is not the case. In fact, we believe the majority of staff, students, and parents support Mr. Berns and feel that losing him is a devastating blow to our morale and our vision of Lincoln High School's future. And we do not feel comfortable remaining silent as this new future is being created.

We just wanted to let the members of the board know that we were proud to work together with Mr. Berns to help him to realize his vision for LHS. It's a better school for having been under his leadership. Our hope is that future decisions include the voices of all of the staff, with everyone feeling equally represented.

7. REPORTS & COMMUNICATION

➢Lincoln High School Student Advisory, Rebecca Luy shared the following:

- Girls Swim Team update
- Boys Swim Team update
- Track update
- Softball update
- Boys Golf update
- Baseball update
- April 7th was Prom
- ASB voting on replacement
- May 5th is the annual Pace Race
- Shared she received the March student of the month from Rotary Club

➢Western Placer Teacher's Association, Tara Jeane spoke about Tony Thurmond running for State Superintendent of Public Instruction; shared he is very dedicated to education and CTA. As we look at administration changes ahead, the role of administration has many layers to it. I feel the board should hear from our teachers who are present to speak.

➢Western Placer Classified Employee Association, Gus Nevarez was absent, Jim Houck was present for CSEA and had no report.

➢Superintendent, Scott Leaman shared the following:

- We have a few administration positions posted on edjoin, we have invited staff to be involved both CSEA and WPTA.
- Looking forward to seeing changes at GEMS with construction
- Tomorrow night the district administration staff will be in the chili cook-off.
- Tomorrow will be meeting with the Calif. Cadet Corp, looking forward to the program.
- Had a staff meeting with the LHS staff, and appreciate the open atmosphere and the support they have for administration at LHS.

8. PUBLIC HEARING

Public Hearing Regarding the Preliminary Environmental Assessment, New Elementary School in South Lincoln Crossing Area

The Western Placer Unified School District (District) has prepared a Preliminary Environmental Assessment (PEA) for the proposed New Elementary School site in the South Lincoln Crossing Area. As a condition of receiving State funds, any project on a school site that requires review under the California Environmental Quality Act (CEQA) must also undergo a complete environmental review, and if necessary, a cleanup to protect students, faculty and staff who will occupy the school

The public hearing was open at 7:20 p.m., there being no comments, public hearing was closed.

9. ♦ACTION ♦DISCUSSION ♦INFORMATION

9.1 Action *Page 71* – **APPROVE THE GUARANTEED MAXIMUM PRICE FOR LEASE-LEASEBACK AGREEMENTS WITH LANDMARK CONSTRUCTION FOR THE GLEN EDWARDS MIDDLE SCHOOL ADDITION AND MODERNIZATION PHASE 1 PROJECT – Adell** *(17-18 G & O Component I, II, III, IV, V)*

♦In December 2017, the Board approved the selection of Landmark Construction for Lease-Leaseback services for the Glen Edwards Middle School Addition and Modernization Project. Rainforth Grau Architects (RGA) is providing the architectural and engineering services for the project and the plans and specifications for the Phase 1 portion of the project have been approved by the Division of the State Architect.

Audrey Kilpatrick presented the Maximum Price for Lease-Leaseback Agreement for approval. This will include the new gym, kitchen, the entrance, the whole project looks at being around 35 million, guarantee maximum price. All change orders will come before the board. Motion by Mr. Haley, seconded by Mr. Long and passed by 5-0 *(Ayes: Armitage,*

Carras, Haley, Long, Wyatt No: None) vote to approve the Guaranteed Maximum Price for Lease-Leaseback Agreements with Landmark Construction for the Glen Edwards Middle School Addition and Modernization Phase I Project.

9.2 Discussion/ Action

Page 71 – **CONSIDER APPROVING REVISED SALARY SCHEDULE FOR CERTIFICATED MANAGEMENT: PROGRAM SPECIALIST POSITION** – **Simon** *(17-18 G & O Component I, II, III, IV, V)*

- As a part of the ongoing review of staffing needs by the District there exists a need to approve a revised salary schedule for the Certificated Management salary schedule to ensure we can consider a highly qualified candidate pool for selection. The revision to the Program Specialist salary scale is the only proposed revision to this Certificated Management salary schedule.

Gabe Simon presented a revised Certificated Management Salary Schedule for approval. Motion by Mrs. Wyatt, seconded by Mr. Armitage and passed by a 5-0 *(Ayes: Armitage, Carras, Haley, Long, Wyatt No: None)* vote to approve the revised salary schedule for Certificated Management Program Specialist position.

9.3 Discussion/ Action

Page 76 – **CONSIDER APPROVING RESOLUTION NO. 17/18.27 AUTHORIZING THE ELIMINATION AND/OR REDUCTION TO CERTAIN CLASSIFIED EMPLOYEE POSITIONS DUE TO LACK OF WORK/LACK OF FUNDS** – **Simon** *(17-18 G & O Component I, II, III, IV, V)*

- Pursuant to Education Code section 45117, the District administration is making a recommendation that would require the Governing Board of the Western Placer Unified School District to eliminate and/or reduce certain Classified Employee positions due to lack of work/lack of funds by adopting Resolution No. 17/18.27.

Gabe Simon present Resolution No. 17/18.27 for approval. Motion by Mr. Armitage, seconded by Mr. Long and passed by a 5-0 *(Ayes: Haley, Wyatt, Armitage, Long, Carras No: None)* roll call vote to approve Resolution No. 17/18.27 Authorizing the elimination and/or Reduction to certain classified employee positions due to lack of work/lack of funds.

9.4 Information/ Action

Page 109 - **APPROVE RESOLUTION NO. 17/18.28 DECLARING AN ELECTION BE CONDUCTED** – **Leaman** *(15-16 G & O Component I, II, III, IV, V)*

- The Board of Trustees will take action to approve Resolution 17/18.28 declaring an election be held in its jurisdiction requesting the Board of Supervisors to consolidate this election with any other election conducted on said date, and requesting election services by the County Clerk.

Mr. Leaman presented Resolution 17/18.28 for approval. Motion by Mr. Long, Mr. Haley and passed by a 5-0 *(Ayes: Wyatt, Armitage, Long, Haley, Carras No: None)* roll call vote to approve Resolution No. 17/18.28 Declaring an Election be conducted.

9.5 Discussion *Page 109* – NAMING OF FACILITY – **Leaman** *(15-16 G & O Component I, II, III, IV, V)*

•Many of our construction projects are nearing the time when accent colors and signage needs to be decided upon. The district facility departments needs the names and colors of the new high school and Lincoln Crossing South to proceed in planning for the schools.

Mr. Leaman presented the process for naming of facility for the Lincoln Crossing South School. Part of the facilities process in submitting plans to DSL is to include school colors. Mr. Leaman recommended to options:

- Developing a committee
- Use some Technology – have the community submit names, and put a timeline on it.

We would then bring back to the board for approval.

10. BOARD OF TRUSTEES

10.1 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

10.2 BOARD MEMBER REPORTS/COMMENTS

Mr. Long tomorrow is Open House at the Farm, there will be a Chili cook-off. Also working on new road at the farm

Mr. Haley exciting starting something that hasn't been done in a 101 years

Mrs. Wyatt attended the GEMS band competition, Listened to a K-12 insight podcast and it gave good information on education.

Mr. Armitage shared he is unable to attend the 2 x 2 on Friday, May 4th. Paul Long will go in his place.

Mr. Carras talked about the growth in Lincoln and the schools in our future plans.

11. ESTABLISHMENT OF NEXT MEETING(S)

The President will establish the following meeting(s):

- **May 1, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – District Office/City Hall Bldg., 3rd Floor Conference Room
- **May 15, 2018** 7:00 P.M., Regular Meeting of the Board of Trustees – Carlin C. Coppin Elementary School, 150 East 12th Street, Lincoln

12. ADJOURNMENT

There being no further business the meeting was adjourned at 7:53 p.m.

Paul Carras, President

Brian Haley, Clerk

Scott Leaman, Superintendent

Rosemary Knutson, Secretary 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.

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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.k12.ca.us

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 1, 2018

ROLL CALL REQUIRED:
N/A

BACKGROUND:

The Board of Trustees will consider approval of warrants paid since the April 3, 2018 board meeting.

RECOMMENDATION:

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

wp/rk/factsheetwarrants

Checks Dated 04/20/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85615755	04/20/2018	Nicole R. Bartlett	01-4300		16.28
85615756	04/20/2018	Arguiles C. Caruncho	01-4300		38.88
85615757	04/20/2018	Megan D. Colombo	01-4300		99.87
85615758	04/20/2018	Shannon M. Dumler	01-4300		37.67
85615759	04/20/2018	Gina M. Ford	01-4300		36.99
85615760	04/20/2018	Kathleen L. Risucci	01-4300		142.42
85615761	04/20/2018	Rheannon M. Weishahn	01-4300		39.93
85615762	04/20/2018	AIRGAS	01-4300		89.05
85615763	04/20/2018	APPLE INC.	01-4300		4.00
85615764	04/20/2018	CDW GOVERNMENT INC	01-4300	43,071.32	
			01-4400	3,635.78	46,707.10
85615765	04/20/2018	DEANNA C. JUMP, INC.	01-5200		750.23
85615766	04/20/2018	DELTA EDUCATION INC	01-4300		136.00
85615767	04/20/2018	DIRECT PRESS 2	01-4300		120.39
85615768	04/20/2018	DISCOVERY MUSEUM SCIENCE CTR	01-5715		600.00
85615769	04/20/2018	DISCOVERY OFFICE SYSTEMS	01-5600		186.91
85615770	04/20/2018	EMPIRE MINE STATE HISTORIC PK	01-5800		195.00
85615771	04/20/2018	FLORA FRESH, INC.	01-4300		448.04
85615772	04/20/2018	FLORAL RESOURCES SACRAMENTO	01-4300		32.82
85615773	04/20/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-4300		766.65
85615774	04/20/2018	FORESTRY SUPPLIERS INC	01-4300	74.17	
			Unpaid Tax	5.02-	69.15
85615775	04/20/2018	FREY SCIENTIFIC	01-4300		72.86
85615776	04/20/2018	HOPE KING TEACHING RESOURCES	01-5200		369.99
85615777	04/20/2018	J's COMMUNICATIONS INC	01-4300		309.30
85615778	04/20/2018	LELAND HAZELTINE	01-5800		1,500.00
85615779	04/20/2018	LITTLE CAESARS PIZZA	01-4300		64.35
85615780	04/20/2018	MAIDU SUMMIT CONSORTIUM	01-5800		2,500.00
85615781	04/20/2018	MJB WELDING SUPPLY, INC.	01-4300		322.78
85615782	04/20/2018	NASCO MODESTO	01-4300		43.45
85615783	04/20/2018	OFFICE DEPOT	01-4300		407.77
85615784	04/20/2018	PACIFIC ENVIRONMENTAL	01-5800		8,472.50
85615785	04/20/2018	PLACER FARM SUPPLY	01-4300		70.57
85615786	04/20/2018	PRECISION WEST TECHNOLOGIES	01-4300	4,510.64	
			01-4400	3,038.77	7,549.41
85615787	04/20/2018	PRINT TO MAIL	01-4300		470.36
85615788	04/20/2018	PRINTERBOT INC	01-4400		546.06
85615789	04/20/2018	RAY MORGAN CO. / CHICO	01-5600		39.91
85615790	04/20/2018	SANDS INN & SUITES	01-5200		1,177.69
85615791	04/20/2018	SCHOOL SPECIALTY INC	01-4300		971.35
85615792	04/20/2018	SEABIRD LODGE	01-5800		641.84
85615793	04/20/2018	SKILLS USA, INC.	01-5200		480.00
85615794	04/20/2018	STAPLES BUSINESS ADVANTAGE	01-4300		55.28

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.

Checks Dated 04/20/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85615795	04/20/2018	TAYLOR AND FRANCIS GROUP LLC	01-4300		48.84
85615796	04/20/2018	WARD'S NATURAL SCIENCE	01-4300		56.95
85615797	04/20/2018	WAVE Cable TV	01-4300		20.82
85615798	04/20/2018	Lori J. Fury	01-5200		64.47
85615799	04/20/2018	Amy L. Pettersen	01-5200		7.27
85615800	04/20/2018	BANK OF AMERICA #4333	01-4300	1,190.71	
			01-5200	2,315.92	3,506.63
85615801	04/20/2018	ELISE HAUGH - DBA SPEECH & LANGUAGE THERAPY &	01-5800		2,100.00
85615802	04/20/2018	KATHRYN WYFFELS	01-5800		6,000.00
85615803	04/20/2018	LOZANO SMITH LLP	01-5810		1,695.75
85615804	04/20/2018	MEDICAB OF SACRAMENTO/SIERRA	01-5800		8,555.00
85615805	04/20/2018	PCOE - PLACER CO OFFICE OF ED	01-5800		2,050.00
85615806	04/20/2018	STATE BOARD OF EQUALIZATION	01-4300		77.35
85615807	04/20/2018	BLACKBURN CONSULTING	21-6140		10,075.70
85615808	04/20/2018	CALTRONICS BUSINESS SYSTEMS	01-4300		241.66
85615809	04/20/2018	CDW GOVERNMENT INC	01-4300	3,487.85-	
			01-4400	13,529.75	10,041.90
85615810	04/20/2018	CITY OF LINCOLN	01-5540	6,751.43	
			01-5550	3,398.56	
			01-5570	9,829.43	19,979.42
85615811	04/20/2018	CODESP	01-5800		2,050.00
85615812	04/20/2018	DANIEL W. GRIFFEN DBA DANG ELECTRIC	01-5600		680.00
85615813	04/20/2018	DECKER EQUIPMENT	01-4300		164.24
85615814	04/20/2018	ECORP CONSULTING INC	21-6140		4,903.75
85615815	04/20/2018	HILLYARD / SACRAMENTO	01-4300		308.34
85615816	04/20/2018	LANDMARK CONSTRUCTION	21-6270		22,842.90
85615817	04/20/2018	LOOMIS UNION SCHOOL DISTRICT	01-4300		193.80
85615818	04/20/2018	LOWE'S	01-4300		3,247.19
85615819	04/20/2018	LOZANO SMITH LLP	01-5810	2,093.21	
			21-5810	9,894.22	
			25-5810	59.00	
			40-5810	2,605.25	14,651.68
85615820	04/20/2018	PACIFIC GAS & ELECTRIC CO	01-5510		48,614.69
85615821	04/20/2018	PG&E - ENGINEERING	21-5800		5,000.00
85615822	04/20/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		592.93
85615823	04/20/2018	RIEBES AUTO PARTS	01-4365		345.57
85615824	04/20/2018	SAC VAL JANITORIAL SALES	01-4300		1,767.80
85615825	04/20/2018	SCHOOL NURSE SUPPLY INC.	01-4400		792.58
85615826	04/20/2018	SCHOOLS INSURANCE AUTHORITY	01-5200		560.00
85615827	04/20/2018	STATE OF CALIFORNIA - DOJ	01-5821		98.00
85615828	04/20/2018	WESTERN PLACER WASTE	01-5540		143.80
85615829	04/20/2018	WHEST KOAST PLUMBING	01-5600		318.00
85615830	04/20/2018	CROWN DISTRIBUTING INC.	13-4380		820.52
85615831	04/20/2018	CULTURE SHOCK YOGURT	13-4710		128.40

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.

Checks Dated 04/20/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85615832	04/20/2018	DANIELSEN COMPANY	13-4380	182.50	
			13-4710	1,417.14	1,599.64
85615833	04/20/2018	GOLD STAR FOODS, INC	13-4380	10.51	
			13-4710	9,930.26	9,940.77
85615834	04/20/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		2,522.38
85615835	04/20/2018	PROPACIFIC FRESH	13-4380	79.95	
			13-4710	1,955.47	2,035.42
85615836	04/20/2018	UNIFIRST CORPORATION	13-5800		192.25
85615837	04/20/2018	Vincent R. Hurtado	01-4300		49.48
85615838	04/20/2018	Elise L. Martinez	01-5200		329.24
85615839	04/20/2018	Casey E. Milovanovich	01-4300	241.59	
			01-5200	116.12	357.71
85615840	04/20/2018	APPLE INC.	01-4390		1,302.71
85615841	04/20/2018	LOVE AND LOGIC INSTITUTE, INC	01-5200		109.00
85615842	04/20/2018	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-4300		220.00
85615843	04/20/2018	TOTAL EDUCATION SOLUTIONS	01-5800		800.00
85615844	04/20/2018	ALL ABOUT LEARNING PRESS	01-4300		535.85
85615845	04/20/2018	BEST BUY FOR BUSINESS	01-4300		170.26
85615846	04/20/2018	CDW GOVERNMENT INC	01-4390		329.09
85615847	04/20/2018	HOUGHTON MIFFLIN COMPANY	01-4300		608.40
85615848	04/20/2018	LAKESHORE LEARNING MATERIALS	01-4300		1,725.51
85615849	04/20/2018	MONOPRICE INC	01-4300		67.71
85615850	04/20/2018	NASCO MODESTO	01-4300		141.59
85615851	04/20/2018	PESI HEALTHCARE	01-4300	267.82	
			01-5200	527.11	794.93
85615852	04/20/2018	PLACER COUNTY SELPA	01-5200		400.00
85615853	04/20/2018	PRO-ED	01-4300		741.40
85615854	04/20/2018	READ NATURALLY INC.	01-4300	633.15	
			Unpaid Tax	39.15-	594.00
85615855	04/20/2018	SCHOOL NURSE SUPPLY INC.	01-4300		22.02
85615856	04/20/2018	SCHOOL SPECIALTY INC	01-4300		141.55
85615857	04/20/2018	THERAPY SHOPPE INC	01-4300	983.72	
			Unpaid Tax	60.83-	922.89
85615858	04/20/2018	ULINE SHIPPING SUPPLIES	01-4300		68.17
85615859	04/20/2018	VARIDESK, LLC	01-4300		4,113.05
85615860	04/20/2018	NANCY ALEXANDER-STORM	01-5800		1,500.00
		Total Number of Checks	**106**		**281,663.82**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	95	209,148.62
13	Cafeteria Fund	7	17,239.38
21	Building Fund #1	5	52,716.57
25	Capital Facilities Fund	1	59.00
40	Spec Res For Capital Outlay	1	2,605.25

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.

Checks Dated 04/20/2018

Check Number	Check Date	Pay to the Order of		FD-OBJT	Expensed Amount	Check Amount
		Total Number of Checks	106		281,768.82	
		Less Unpaid Tax Liability			105.00-	
		Net (Check Amount)			**281,663.82**	

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.

Checks Dated 04/13/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85614420	04/13/2018	Tracey N. Lillie	01-5200		76.13
85614421	04/13/2018	Jina S. Martelle	01-5200		176.23
85614422	04/13/2018	Lauren M. Quinn	01-5800		150.00
85614423	04/13/2018	Jamie L. Watkins	01-4300		67.80
85614424	04/13/2018	KINKO'S INC. FEDEX ACCOUNT# 0579238461 0001	01-5800		25.00
85614425	04/13/2018	PCOE - PLACER CO OFFICE OF ED	01-5200		450.00
85614426	04/13/2018	PEARSON - PSYCHOLOGICAL CORP.	01-4300		1,225.77
85614427	04/13/2018	SACRAMENTO CO OFFICE OF ED.	01-5200		1,200.00
85614428	04/13/2018	TOTAL EDUCATIONAL SYS SUPPORT	01-5800		3,800.00
85614429	04/13/2018	U.S. BANK NATIONAL ASSOCIATION U.S. BANCORP PURCHASING CARD	01-4300	2,503.36	
			01-4365	274.56	
			01-4390	34.99-	
			01-5200	1,742.01	
			01-5800	1,139.00	
			13-4300	97.76	
			25-5200	60.00	5,781.70
85614430	04/13/2018	Yolanda N. Venegas	13-5200		1.96
85614431	04/13/2018	CULTURE SHOCK YOGURT	13-4710		128.40
85614432	04/13/2018	GOLD STAR FOODS, INC	13-4380	10.12	
			13-4710	9,567.05	9,577.17
85614433	04/13/2018	ORIENTAL TRADING COMPANY INC	01-4300	566.47	
			Unpaid Tax	35.03-	531.44
85614434	04/13/2018	PLACER CO ENVIRONMENTAL HEALTH	13-5800		1,498.00
85614435	04/13/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		10,974.41
85614436	04/13/2018	PROPACIFIC FRESH	13-4380	66.92	
			13-4710	1,326.01	1,392.93
85614437	04/13/2018	SCHOOL SPECIALTY INC	01-4300		559.78
85614438	04/13/2018	UNIFIRST CORPORATION	13-5800		192.25
85614439	04/13/2018	Abigail C. Castillo	01-5200		175.49
85614440	04/13/2018	Kelley D. Gordon	01-5200		81.75
85614441	04/13/2018	Bhawnpreet Kaur	01-5200		154.24
85614442	04/13/2018	CARS PLUS	01-4300		50.00
85614443	04/13/2018	PCOE - PLACER CO OFFICE OF ED	01-5800		450.00
85614444	04/13/2018	PEARSON ASSESSMENTS ORDERING DEPARTMENT	01-5800	9,698.57	
			Unpaid Tax	655.61-	9,042.96
85614445	04/13/2018	REGINA ROSENZWEIG	01-5800		3,000.00
85614446	04/13/2018	AIR CONTROL SERVICES, INC.	13-5600		205.54
85614447	04/13/2018	CROWN DISTRIBUTING INC.	13-4380		822.01
85614448	04/13/2018	CULTURE SHOCK YOGURT	13-4710		288.90
85614449	04/13/2018	DANIELSEN COMPANY	13-4380	162.11	
			13-4710	1,258.79	1,420.90

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ESCAPE ONLINE

Checks Dated 04/13/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85614450	04/13/2018	GOLD STAR FOODS, INC	13-4380	10.24	
			13-4710	9,669.23	9,679.47
85614451	04/13/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		2,397.38
85614452	04/13/2018	PROPACIFIC FRESH	13-4380	330.02	
			13-4710	2,231.51	2,561.53
85614453	04/13/2018	UNIFIRST CORPORATION	13-5800		192.25
85614454	04/13/2018	Deborah J. McKinnon	01-5200		16.35
85614455	04/13/2018	APPROVED SAFE & LOCK	01-4300	239.99	
			01-5600	123.00	362.99
85614456	04/13/2018	AT&T	01-5560		4,651.33
85614457	04/13/2018	B.T. MANCINI CO. INC.	01-5600		3,097.00
85614458	04/13/2018	BANK OF NEW YORK MELLON CORPORATE TRUST DEPT.	21-5800		750.00
85614459	04/13/2018	CDW GOVERNMENT INC	01-4300		3,180.53
85614460	04/13/2018	DAWSON OIL COMPANY	01-4345	11,131.72	
			01-4350	26,716.57	37,848.29
85614461	04/13/2018	DECKER EQUIPMENT	01-4300		54.01
85614462	04/13/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		1,187.00
85614463	04/13/2018	DIVERSE NETWORK ASSOC. INC. CatapultK12	01-5800		18,314.00
85614464	04/13/2018	E-FILLIATE INC	01-4300		11.68
85614465	04/13/2018	FORSTER HEATING	01-5600	5,945.00	
			35-6200	4,990.00	
			40-5600	35,670.00	46,605.00
85614466	04/13/2018	GCR TIRES & SERVICE	01-4360		1,980.24
85614467	04/13/2018	GRAINGER .	01-4300		762.84
85614468	04/13/2018	HANKIN SPECIALTY ELEVATORS INC	01-5800		900.00
85614469	04/13/2018	HILLYARD / SACRAMENTO	01-4300		3,082.41
85614470	04/13/2018	HUMANeX VENTURES LLC	01-5800		3,500.00
85614471	04/13/2018	JIVE COMMUNICATIONS, INC.	01-5560		609.32
85614472	04/13/2018	LINMOORE FENCING & IRONWORKS	01-4400		6,600.00
85614473	04/13/2018	LOZANO SMITH LLP	01-5810	260.73	
			21-5810	6,249.56	
			25-5810	555.00	7,065.29
85614474	04/13/2018	PACIFIC GAS & ELECTRIC CO	01-5510		955.98
85614475	04/13/2018	PLACER CO ENVIRONMENTAL HEALTH	01-5800		1,594.00
85614476	04/13/2018	POWER PROTECTION PLUS	01-5600		480.00
85614477	04/13/2018	PPG PAINTS ARCHITECTURAL FINISHES, INC.	01-4300		79.75
85614478	04/13/2018	RAPID FIRST PLUMBING	01-5800		1,375.00
85614479	04/13/2018	RECOLOGY FMRLY AUBURN PLACER DISPOSAL	01-5540		334.13
85614480	04/13/2018	SCHOOLS INSURANCE AUTHORITY	01-5200		140.00
85614481	04/13/2018	SUTTER MEDICAL FOUNDATION	01-5800		142.00

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ESCAPE ONLINE

Checks Dated 04/13/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85614482	04/13/2018	US BANK CORP TRUST SERVICE	49-5800		1,760.00
85614483	04/13/2018	Stacey Brown	01-4300		1,134.54
85614484	04/13/2018	Cynthia A. Cygan	01-4300		26.80
85614485	04/13/2018	Jenifer C. Freymond	01-5200		125.35
85614486	04/13/2018	Kelle D. LeBeau	01-4300		14.99
85614487	04/13/2018	Clinton J. Nelson	01-4300		46.00
85614488	04/13/2018	Joshua J. O'Geen	01-4300		102.79
85614489	04/13/2018	Kathleen L. Risucci	01-4300		254.00
85614490	04/13/2018	Karen A. Roberts	01-4300		14.45
85614491	04/13/2018	Adam P. Salinger	01-4300		101.46
85614492	04/13/2018	Pamela S. Soha	01-4300		98.20
85614493	04/13/2018	ALPHA FIRED ARTS	01-4300		233.82
85614494	04/13/2018	ANNA LEE UNDEN	01-5800		150.00
85614495	04/13/2018	APPLE INC.	01-4300		411.48
85614496	04/13/2018	ATHLETICS UNLIMITED	01-4300		341.25
85614497	04/13/2018	BLACK DOG GRAPHICS	01-4300		238.75
85614498	04/13/2018	BURKETT'S OFFICE	01-4300		1,580.25
85614499	04/13/2018	CDW GOVERNMENT INC	01-4300	1,083.85	
			01-4400	1,814.43	2,898.28
85614500	04/13/2018	CENTER FOR EDUCATION & EMP.	01-4300		283.95
85614501	04/13/2018	COAST TO COAST COMPUTER PRODUCTS	01-4300		271.30
85614502	04/13/2018	DISCOVERY OFFICE SYSTEMS	01-4300		583.45
85614503	04/13/2018	EDU - CARE SCHOOL SUPPLY	01-4300	60.48	
			Unpaid Tax	3.48-	57.00
85614504	04/13/2018	FLORAL SUPPLY SYNDICATE	01-4300		199.18
85614505	04/13/2018	FORESTRY SUPPLIERS INC	01-4300	174.74	
			Unpaid Tax	10.81-	163.93
85614506	04/13/2018	GOPHER SPORT	01-4300		393.95
85614507	04/13/2018	IMAX THEATER	01-4300		278.00
85614508	04/13/2018	JANELLE PUBLICATIONS INC.	01-4300	256.33	
			Unpaid Tax	17.33-	239.00
85614509	04/13/2018	JONES SCHOOL SUPPLY CO INC	01-4300	46.27	
			Unpaid Tax	2.78-	43.49
85614510	04/13/2018	MAGICAL MOONSHINE THEATRE	01-5800		585.00
85614511	04/13/2018	MARK J FOWLER	01-5800		1,000.00
85614512	04/13/2018	MARY JEAN QUIRK DBA:NORCAL BATS	01-5800		1,500.00
85614513	04/13/2018	McCONKEY CO.	01-4300		130.33
85614514	04/13/2018	MJB WELDING SUPPLY, INC.	01-4300		130.00
85614515	04/13/2018	NASCO MODESTO	01-4300		793.49
85614516	04/13/2018	ORIENTAL TRADING COMPANY INC	01-4300	50.68	
			Unpaid Tax	2.75-	47.93
85614517	04/13/2018	PEARSON EDUCATION	01-4300		241.22
85614518	04/13/2018	PERIPOLE - BERGERAULT INC	01-4300	502.66	
			Unpaid Tax	31.35-	471.31
85614519	04/13/2018	PLACER FARM SUPPLY	01-4300		19.35

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Checks Dated 04/13/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85614520	04/13/2018	PRECISION WEST TECHNOLOGIES	01-4400		3,135.95
85614521	04/13/2018	PRO-ED	01-4300	256.78	
			Unpaid Tax	15.88-	240.90
85614522	04/13/2018	RIEBES AUTO PARTS	01-4300		21.63
85614523	04/13/2018	RISO PRODUCTS OF SAC INC	01-4300		490.20
85614524	04/13/2018	SACRAMENTO RIVERCATS	01-5800		752.00
85614525	04/13/2018	SCANTRON CORPORATION	01-4300		89.81
85614526	04/13/2018	SCHOLASTIC TEACHING RESOURCES	01-4300		43.81
85614527	04/13/2018	SCHOOL OUTFITTERS.COM	01-4300		259.24
85614528	04/13/2018	SIERRA HAY & FEED	01-4300		140.02
85614529	04/13/2018	STAPLES BUSINESS ADVANTAGE	01-4300		9,225.97
85614530	04/13/2018	TOLEDO P.E. SUPPLY	01-4300	594.05	
			Unpaid Tax	35.23-	558.82
85614531	04/13/2018	TOUCHBOARDS.COM	01-4300	80.20	
			Unpaid Tax	4.96-	75.24
85614532	04/13/2018	VIKING SHRED LLC	01-4300		141.37
85614533	04/13/2018	WOODWIND & BRASSWIND	01-4300		508.91
85614534	04/13/2018	WORLD CLASS MEDALS	01-4300	74.75	
			Unpaid Tax	4.25-	70.50
		Total Number of Checks	**115**		**246,729.19**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	98	156,083.23
13	Cafeteria Fund	16	41,430.86
21	Building Fund #1	2	6,999.56
25	Capital Facilities Fund	2	615.00
35	Schools Facilities (Prop 1A)	1	4,990.00
40	Spec Res For Capital Outlay	1	35,670.00
49	Mello Roos Capital Projects	1	1,760.00
	Total Number of Checks	115	247,548.65
	Less Unpaid Tax Liability		819.46-
	Net (Check Amount)		**246,729.19**

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.

Checks Dated 04/06/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85612884	04/06/2018	A-Z BUS SALES INC	01-4365		798.95
85612885	04/06/2018	ADVANCED INTEGRATED PEST	01-5800		1,226.00
85612886	04/06/2018	BIDWELL WATER	01-4300		105.00
85612887	04/06/2018	BUS WEST - FRESNO	01-4365		212.36
85612888	04/06/2018	C.A.S.H COALITION FOR ADEQUATE SCHOOL HOUSING	25-5200		2,008.00
85612889	04/06/2018	CDW GOVERNMENT INC	01-4300		9,760.74
85612890	04/06/2018	CITRUS HEIGHTS SAW & MOWER	01-4365		34.46
85612891	04/06/2018	DECKER EQUIPMENT	01-4300		164.24
85612892	04/06/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		548.92
85612893	04/06/2018	DISCOVERY OFFICE SYSTEMS	01-5600		51.28
85612894	04/06/2018	FAR WEST RENTS & READY MIX	01-5600		418.28
85612895	04/06/2018	FLINT BUILDERS, INC.	21-6200		39,566.67
85612896	04/06/2018	GRAINGER .	01-4300		155.77
85612897	04/06/2018	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		11.78
85612898	04/06/2018	J & J SCREEN & GLASS	01-5600		193.64
85612899	04/06/2018	NAVIA BENEFIT SOLUTIONS	01-5800		154.00
85612900	04/06/2018	NOR-CAL ROOFING INC	01-5600		1,150.00
85612901	04/06/2018	PACIFIC GAS & ELECTRIC CO	01-5510		5,448.75
85612902	04/06/2018	POWER PROTECTION PLUS	01-5600		585.00
85612903	04/06/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-4300	1,669.23	
			01-5600	838.70	2,507.93
85612904	04/06/2018	SAC VAL JANITORIAL SALES	01-4300		516.67
85612905	04/06/2018	SIERRA BUILDING SYSTEMS INC	01-5600		412.25
85612906	04/06/2018	SIERRA OFFICE SUPPLIES &	01-4300		179.26
85612907	04/06/2018	SUNCAL LINCOLN CROSSING LLC	21-6120		3,500.00
85612908	04/06/2018	Kristin N. Morford	01-5200		89.81
85612909	04/06/2018	Susan E. Watkins	01-4300		175.78
85612910	04/06/2018	CDW GOVERNMENT INC	01-4300		255.71
85612911	04/06/2018	NANCY ALEXANDER-STORM	01-5800		1,500.00
85612912	04/06/2018	NORA DAVIS	01-5800		555.90
85612913	04/06/2018	YOUTH DEVELOPMENT NETWORK	01-4300		400.00
85612914	04/06/2018	Jennifer T. Beggerly	01-5200		155.89
85612915	04/06/2018	MAXIM HEALTHCARE SERVICES DBA MAXIM STAFFING SOLUTIONS	01-5800		793.86
85612916	04/06/2018	Stacey Brown	01-4400		2,370.00
85612917	04/06/2018	ALL WEST COACHLINES INC	01-5800		700.00
85612918	04/06/2018	ARBOR SCIENTIFIC	01-4300	42.80	
			Unpaid Tax	2.90-	39.90
85612919	04/06/2018	BLICK ART MATERIALS	01-4300		37.55
85612920	04/06/2018	CDW GOVERNMENT INC	01-4300	8,598.68	
			01-4400	1,527.09	10,125.77
85612921	04/06/2018	CHEVRON	01-4300		177.93
85612922	04/06/2018	DISCOVERY OFFICE SYSTEMS	01-4300		312.09

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.

Checks Dated 04/06/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85612923	04/06/2018	ENTERPRISE RENT A CAR	01-5800		243.47
85612924	04/06/2018	FRY'S ELECTRONICS	01-4300		422.04
85612925	04/06/2018	IMAX THEATER	01-4300		416.00
85612926	04/06/2018	LAKESHORE LEARNING MATERIALS	01-4300		124.68
85612927	04/06/2018	PACIFIC ENVIRONMENTAL	01-5800		8,472.50
85612928	04/06/2018	RAY MORGAN CO. / CHICO	01-5800		45.00
85612929	04/06/2018	VIKING SHRED LLC	01-4300		47.99
		Total Number of Checks	**46**		**97,171.82**

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	43	52,100.05
21	Building Fund #1	2	43,066.67
25	Capital Facilities Fund	1	2,008.00
	Total Number of Checks	**46**	97,174.72
	Less Unpaid Tax Liability		2.90-
	Net (Check Amount)		**97,171.82**

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.

Checks Dated 03/30/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
85611947	03/30/2018	Leah M. Contaxis	01-5200		10.03
85611948	03/30/2018	LAURA LIPTON	01-5800		12,400.00
85611949	03/30/2018	MACMILLAN HOLDINGS,LLC	01-4100	2.68	
			01-5800	.67	3.35
85611950	03/30/2018	SIG EMPLOYEE BENEFITS TRUST	76-9558		711,051.60
85611951	03/30/2018	SIG SCHOOLS INSURANCE GROUP	01-3402		895.72
85611952	03/30/2018	TOTAL EDUCATION SOLUTIONS	01-5800		1,200.00
85611953	03/30/2018	WENDY WEICHEL MURAWSKI - DBA 2 TEACH LLC	01-5800		13,500.00
85611954	03/30/2018	YOUTH DEVELOPMENT NETWORK	01-5800		6,500.00
85611955	03/30/2018	CROWN DISTRIBUTING INC.	13-4380		1,975.11
85611956	03/30/2018	CULTURE SHOCK YOGURT	13-4710		321.00
85611957	03/30/2018	DANIELSEN COMPANY	13-4380	419.17	
			13-4710	3,255.07	3,674.24
85611958	03/30/2018	GOLD STAR FOODS, INC	13-4710		7,361.12
85611959	03/30/2018	PRODUCERS DAIRY FOODS, INC.	13-4710		2,291.69
85611960	03/30/2018	PROPACIFIC FRESH	13-4380	49.20	
			13-4710	544.78	593.98
85611961	03/30/2018	UNIFIRST CORPORATION	13-5800		192.25
85611962	03/30/2018	David T. Luci	01-4300		161.62
85611963	03/30/2018	Susan M. Nelson	01-4300		59.99
85611964	03/30/2018	Shannon L. Vestesen	01-4300		39.30
85611965	03/30/2018	Cheryl S. Wall	01-4300		38.61
85611966	03/30/2018	AUBURN HARDWOODS	01-4300		413.14
85611967	03/30/2018	B STREET THEATRE	01-5800		860.00
85611968	03/30/2018	CDW GOVERNMENT INC	01-4300	116.05	
			01-4400	1,764.28	1,880.33
85611969	03/30/2018	CELEBRATIONS PARTY RENTALS	01-5600		222.62
85611970	03/30/2018	DECKER EQUIPMENT	01-4300		154.06
85611971	03/30/2018	FLORA FRESH, INC.	01-4300		254.72
85611972	03/30/2018	FLORAL RESOURCES SACRAMENTO	01-4300		321.48
85611973	03/30/2018	FOLLETT SCHOOL SOLUTIONS, INC.	01-4200		438.13
85611974	03/30/2018	Gold Discovery Park Assoc.	01-5800		420.00
85611975	03/30/2018	JASON PRICE - DBA SYNERGEM	01-4300	2,128.36	
			01-4400	10,715.64	12,844.00
85611976	03/30/2018	LINCOLN HIGH SCHOOL	01-4300		309.00
85611977	03/30/2018	OFFICE DEPOT	01-4300		624.42
85611978	03/30/2018	ORIENTAL TRADING COMPANY INC	01-4300	88.04	
			Unpaid Tax	5.08-	82.96
85611979	03/30/2018	PCOE - PLACER CO OFFICE OF ED	01-5800		90.00
85611980	03/30/2018	PITNEY BOWES INC	01-5600		144.48
85611981	03/30/2018	POSTMASTER / TBMS	01-4300		450.00
85611982	03/30/2018	REVOLUTION DANCEWEAR LLC	01-4300	67.98	
			Unpaid Tax	3.99-	63.99
85611983	03/30/2018	ROCHESTER 100 INC	01-4300	770.86	

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

Checks Dated 03/30/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount
			Unpaid Tax	52.11-	718.75
85611984	03/30/2018	SCHOOL MASTERS	01-4300	419.05	
			Unpaid Tax	24.65-	394.40
85611985	03/30/2018	SKILLS USA, INC.	01-5800		1,430.00
85611986	03/30/2018	STAPLES BUSINESS ADVANTAGE	01-4300	6,088.75	
			21-4300	28.95-	6,059.80
85611987	03/30/2018	WEST MUSIC	01-4300	377.51	
			Unpaid Tax	25.52-	351.99
85611988	03/30/2018	APPROVED SAFE & LOCK	01-4300	642.42	
			01-5600	103.50	745.92
85611989	03/30/2018	CAPITOL ADVISORS GROUP LLC	01-5800		1,625.00
85611990	03/30/2018	CAPITOL PUBLIC FINANCE GROUP	25-5800		3,700.00
85611991	03/30/2018	CDW GOVERNMENT INC	01-4300		2,591.69
85611992	03/30/2018	CITRUS HEIGHTS SAW & MOWER	01-4365		68.92
85611993	03/30/2018	CITY OF LINCOLN	01-5540	6,717.39	
			01-5550	3,285.40	
			01-5570	9,841.69	19,844.48
85611994	03/30/2018	CITY OF LINCOLN / PG&E REIMB	01-5510		2,143.75
85611995	03/30/2018	CONNOR DONNELL	01-5820		200.00
85611996	03/30/2018	DISCOVERY OFFICE SYS/US BANK EQUIPMENT FINANCE	01-5600		132.84
85611997	03/30/2018	DISCOVERY OFFICE SYSTEMS	01-5600		88.78
85611998	03/30/2018	E-FILLIATE INC	01-4300		66.02
85611999	03/30/2018	ECORP CONSULTING INC	21-6140		492.50
85612000	03/30/2018	GEARY PACIFIC SUPPLY	01-4300		206.87
85612001	03/30/2018	GRAINGER .	01-4300		125.06
85612002	03/30/2018	HANKIN SPECIALTY ELEVATORS INC	01-5800		450.00
85612003	03/30/2018	HD SUPPLY FACILITIES MAINTENENCE, LTD.	01-4300		105.09
85612004	03/30/2018	HILLYARD / SACRAMENTO	01-4300		257.27
85612005	03/30/2018	HOME DEPOT CREDIT SERVICES	01-4300		2,542.53
85612006	03/30/2018	L & H AIRCO	01-5600		730.80
85612007	03/30/2018	LOZANO SMITH LLP	01-5810		121.54
85612008	03/30/2018	MIRACLE PLAYSYSTEMS INC	01-4300		160.18
85612009	03/30/2018	PACIFIC GAS & ELECTRIC CO	01-5510		74,586.87
85612010	03/30/2018	RAINFORTH GRAU ARCHITECTS	21-6210		163,454.24
85612011	03/30/2018	RAY MORGAN/US BANK EQUIPMENT FINANCE SERVICES	01-5600		136.55
85612012	03/30/2018	SAC VAL JANITORIAL SALES	01-4300		3,203.47
85612013	03/30/2018	SIERRA BUILDING SYSTEMS INC	01-5600		975.00
85612014	03/30/2018	SUTTER MEDICAL FOUNDATION	01-5800		426.00
85612015	03/30/2018	TAG / AMS INC	01-5800		122.00
85612016	03/30/2018	VERIZON WIRELESS	01-5560	1,976.17	
			21-5560	53.83	2,030.00
		Total Number of Checks	70		1,072,131.25

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.

Checks Dated 03/30/2018

Check Number	Check Date	Pay to the Order of	FD-OBJT	Expensed Amount	Check Amount

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	59	177,109.99
13	Cafeteria Fund	7	16,409.39
21	Building Fund #1	4	163,971.62
25	Capital Facilities Fund	1	3,700.00
76	Payroll Fund	1	711,051.60
	Total Number of Checks	70	1,072,242.60
	Less Unpaid Tax Liability		111.35-
	Net (Check Amount)		**1,072,131.25**

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.

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:

Ratify Contract between Capitol Public Finance Group and Western Placer Unified School District – Municipal Security Issuance Services

AGENDA ITEM AREA:

Consent

REQUESTED BY:

Audrey Kilpatrick,
Assistant Superintendent of Business & Operations

ENCLOSURES:

Yes

DEPARTMENT:

Business Services

FINANCIAL INPUT/SOURCE:

General Funds

MEETING DATE:

May 1, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

The District currently is in contract with Capital Public Finance Group for financial advisor serviced. This agreement is specifically for municipal security issuance services of the 2018 Tax Revenue Anticipation Notes (TRAN) debt issuance in the 2018-19 fiscal year. The cost for services will be $195 per hour with a total cost not to exceed $14,625.00 and will be paid from General Fund sources.

RECOMMENDATION:

Administration recommends Board ratify the contract with Capitol Public Finance Group and Western Placer Unified School District for municipal security issuance services of the 2018 Tax Revenue Anticipation Notes (TRAN) debt issuance.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN WESTERN PLACER UNIFIED SCHOOL DISTRICT AND CAPITOL PUBLIC FINANCE GROUP

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this **1st day of May, 2018**, by and between **WESTERN PLACER UNIFIED SCHOOL DISTRICT** (the "District") and **CAPITOL PUBLIC FINANCE GROUP** ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the District.

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Fiduciary Duty. In accordance with the Municipal Securities Rulemaking Board Proposed Rule 42, Consultant has provided a Conflict of Interest Disclosure as set forth in **Exhibit "B"**. Consultant shall provide the District with periodic updates of Exhibit "B" on an as-needed basis, including written disclosures of actual or pending conflicts of interests, legal or disciplinary actions, and flat or contingent fee arrangements associated with the issuance of municipal securities or financial products.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue until December 31, 2018, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. The District retains Consultant on an independent contractor basis and Consultant is not an employee of the District. Any additional personnel performing the Services under this Agreement on behalf of

Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the District and any and all applicable regulatory State agencies, and shall be the property of the District.

(c) Work Authorization/Task Order. Consultant shall obtain from the District a written work authorization for the Project prior to commencing any work or performing any Services under this Agreement. Such written work authorization shall reiterate Consultant's duties outlined herein and provide written confirmation of the specific Services, or portion thereof, to be performed, any applicable schedule requirements for such Services, as well as the agreed upon compensation to be provided for such Services consistent with the not to exceed fee set forth this Agreement.

(d) Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

(e) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(f) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(g) Insurance. Consultant shall provide insurance in amount and type subject to the review and approval of the District. Consultant shall also provide District with the copies of its insurance policies prior to commencing work on the Project.

(h) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

(i) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractors' activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the not-to-exceed fees set forth in Exhibit "A" attached hereto and incorporated herein by reference consistent with the applicable Work Authorization. Consultant shall not be entitled to any compensation under this Agreement except as confirmed in such written Work Authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the District.

(c) Payment of Compensation. Consultant shall submit to the District an itemized statement which indicates work completed and hours of Services rendered by Consultant. The District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from the District.

(e) Authority to Amend Agreement. As the authorized representative for the District for the purposes of binding the District to amendments to this Agreement, the Superintendent or his/her designee, may authorize and execute an amendment to this Agreement to add Services and/or increase the not-to-exceed fee by up to twenty-five percent if the Superintendent identifies an immediate need for such an amendment. All such amendments executed by the Superintendent shall be subject to ratification by the District's governing board.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any

other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions.**

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon rescission of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, the District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CAPITOL PUBLIC FINANCE GROUP
2436 Professional Drive, Suite 300
Roseville, CA 95661
Tel.: (916) 641-2734
Fax: (916) 921-2734

Attn: Christopher Terry, Managing Partner

DISTRICT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT
600 Sixth Street, Suite 400
Lincoln, CA 95648
Attn: Audrey Kilpatrick, Assistant Superintendent of Business Services and Operations

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Delivery of notice may also be made by overnight mail with proof of delivery; by facsimile with proof of transmission; or by email if receipt is acknowledged by the recipient of the email notice. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of the District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and

other related costs and expenses. Consultant shall reimburse the District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(h) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Placer, State of California.

(i) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(j) The District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(k) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the District.

(l) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(m) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(n) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(o) Conflict of Interest. For the term of this Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(p) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of the District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted.

(q) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(r) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(s) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

(t) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments, except as required by law, to this Agreement shall require Board approval or ratification.

(u) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(v) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. Copies of signatures shall have the same force and effect as original signatures.

(w) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By: _____

Name: Audrey Kilpatrick

Title: Assistant Superintendent, Business & Operations

CAPITOL PUBLIC FINANCE GROUP, LLC

By: _____

Name: Christopher Terry

Title: Managing Partner

EXHIBIT "A"
Scope of Work and Fee Schedule

Capitol Public Finance Group will provide the following, on an as needed basis, as specified by and at the direction of the District, general financial planning and advisory services to the District which include but are not limited to the following:

Municipal Security Issuance Services

- 2018 Tax and Revenue Anticipation Notes

In consideration of consulting services provided, Western Placer Unified School District will pay Capitol Public Finance Group an hourly rate of $195, billed on a monthly basis up to a maximum amount of $14,625. In accordance with Section 3.1(b), flat or contingent fee arrangements will be mutually agreed upon concurrently with the scope of work to be provided.

EXHIBIT "B"
MSRB Rule G-42 Supplement

Conflict of Interest Disclosure
Western Placer Unified School District

As of April 20, 2018

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest or material disclosures by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

☐ any actual or potential conflicts of interest of which it is aware after reasonable inquiry that could reasonably be anticipated to impair its ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

☐ any affiliate of the municipal advisor that provides any advice, service, or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor

☐ any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client

☐ any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product

☐ any fee-splitting arrangements involving the municipal advisor and any provider of investments or services to the client

☐ any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice

☐ any other engagements or relationships of the municipal advisor that could reasonably be anticipated to impair the municipal advisor's ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

☒ Capitol PFG has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Western Placer Unified School District in accordance with its fiduciary duty to the District. To the extent any such conflicts of interest arise after the date of this Agreement, Capitol PFG will provide information with respect to such conflicts in the form of a written supplement to this Agreement.

☐ any legal or disciplinary event that is material to the Western Placer Unified School District's evaluation of Capitol PFG or the integrity of its management or advisory personnel

Copies of Capitol PFG filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Capitol Public Finance Group, LLC or for our CIK number which is 0001614042. There have been no material changes to the legal or disciplinary events that Capitol PFG has disclosed to the SEC.

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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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 Agreement with Excel Photographers 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:

Parent Donations

MEETING DATE:

May 1, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Excel Photographers and Twelve Bridges Elementary School for the 2018-19 Yearbook. The services include printing and delivery of Twelve Bridges' 2018-19 yearbooks. The cost of these services will be paid with Parent Donations.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Excel Photographers and Western Placer Unified School District.

Excel Photographers

Yearbook Contract 18.19

School Information:
Twelve Bridges Elementary

Yearbook Information:
Approx. number of books: 500
Approx. number of pages: 64 pages (divisible by 4)
We would like our books to arrive by: May 28, 2019
Last day of school: June 6, 2019

17.18 Yearbook Cost to School (based on information provided): $13.50
Plus taxes: 98 cents
Shipping: approx. *35 cents*

Completed yearbook due to Excel –April 23, 2019

Yearbook Specifications:	Yearbook Binding Choice
√ Full Color ☐ Black and White	Soft Saddle Stapled √ Soft Perfect
Yearbook Plan Choice: √ **Yearbook Fusion**	**Yearbook Cover Choice:** Stock Cover √ Custom Cover Digital Yearbooks at no charge To be bundled with yearbook purchase. + $.99 App charge

Agreement Terms:

Sign-Up Form:
The completed Sign-up Form is subject to approval by Excel. The person who signed the form will be the Authorized School Representative for this program. Signing and returning the form assures Excel the yearbook will be published with Excel during the current school year.

Excel Photographers will furnish the customer with detailed written instructions and all materials needed for yearbook completion. Layouts are to be prepared in accordance with Excel's instructions. Layouts prepared in any other format are subject of additional billing. Excel will request customer authorization before proceeding with any corrections.

Submitting Files:
The electronic PDF submitted will serve as the proof in the event a hard copy is submitted and there is a discrepancy between the hard copy and the digital PDF file, Excel will consider the digital PDF as the correct version of the document. All adjustments to the digital file will be considered corrections and charged accordingly.

Prices apply only to those yearbooks submitted in accordance with Excel's specifications as detailed in the instructions. Customer will be notified if files fail to meet necessary criteria during the preflight process at Excel. A charge of $65.00 per hour will be assessed should Excel be required to perform any file preparation or make any changes to the submitted PDF. A $15.00 per page charge will be applied if you resubmit the file with the necessary changes following a failed preflight. Once the yearbook successfully completes preflight, the delivery date will be reassigned to the next available delivery date. **To maintain yearbook delivery schedule the above plan will be strictly enforced. There can be no exceptions.**

Production Plan Requirements:

Lumapix Yearbook Fusion: Customer will furnish pages, text and photos as PDF files. The electronic PDF submitted will serve as the proof. Customer will not receive a proof prior to printing unless a proof has been requested at sign-up time and the additional cost and production time have been approved. Errors found in the PDF files (e. g., low resolution) must be corrected by the customer or will be printed as is. Resubmitted PDF pages will incur a charge of $40.00.

Proofs: One color copy of the yearbook proof is furnished to the customer for free. Customer will proof the copy for corrections. The corrected proof will be returned to Excel within three business days so final production can begin.

Custom Covers Deadlines: Custom covers are required to be completed and turned into to Excel by November 1 through February 3rd.

Payment: The balance is due within thirty (30) days after delivery of the yearbooks to the school. Past due invoices will accrue finance charges at 1 ½% per month or the maximum rate allowed by law, if lower.

Deadlines:
The customer will receive a confirmation notice indicating the delivery date. The deadline for submitting yearbook materials will be indicated on the CONFIRMATION NOTICE. Failure to meet the submission deadline may necessitate rescheduling the ship date to school.

Special Notice:
Excel reserves the right to refuse to print material that it considers tortuous, illegal or in violation of any copyright or proprietary rights. Customer shall indemnify and hold harmless Excel from any judgment sustained against Excel based on any and all manner of claims, demands, action and proceedings that may be asserted on instituted against Excel on grounds the said printing violates any copyright, trademark or proprietary right of any person or that it contains any matter libelous or scandalous or invades any person's right to privacy or other personal rights and the customer, at the customer's own expense, agrees to promptly defend and continue the defense of any such claim, demand that may be brought against Excel, provided Excel shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.
2) If your school does not collect enough money to pay the entire invoice, Excel will accept what you have collected and carry the balance due (with 0% interest) to the next school year.

Indemnity:
Customer shall indemnity and hold harmless Excel from any judgement sustained against Excel based on any and all manner of claims, demands, actions, and proceedings that may be asserted or instituted against Excel on grounds the said printing violates any copyright, trademark, or proprietary right of any person or that it contains any matter libelous or scandalous or invades any person's right to privacy or other personal rights. The Customer, at the Customer's own expense, agrees to promptly defend and continue the defense of Excel of any such claims or demands that may be brought against Excel, provided Excel shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

Excel shall indemnity and hold harmless Customer from any judgment sustained against Customer based on any and all manner of claims, demands, actions, and proceedings that may be asserted or instituted against Customer on grounds the said printing violates any copyright, trademark, or proprietary right of any person or that it contains any matter libelous or scandalous or invades any person's right to privacy or other personal rights. Excel, at Excel's own expense, agrees to promptly defend and continue the defense of Customer of any such claims or demands that may be brought against Customer, provided Customer shall give to Excel such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

I Have Read and Agree to the Terms List Above:

Signed: Carrie Carlson

Dated: 4/16/18

Excel Photographers
Phone (916) 565-1620
Fax (916) 565-1664

Photography agreement with Excel Photographers and Twelve Bridges Elementary

School address: 2450 Eastridge Drive District Western Placer
City: Lincoln CA, Zip 95648
Phone: 916-434-5220 EXT.
Administrator: Key Cubias - rcubias@wpusd.k12.ca.us
Office staff: Cindy Hood - chood@wpusd.k12.ca.us
Primary contact: ✓ Office staff ____ Principal ____ Both ____ Other ____
Enrollment: 1050 Preschool or other programs on site:
School database software PowerSchool Start time: 8 am-K 8:15 rest of school

It is mutually agreed that Excel Photographers will be the school photographer for the 2018/2019 school year.

Fall picture day will be: Monday, September 10th, 2018
Make up day picture day will be: Thursday, October 25th, 2018
Spring picture day will be: TBA
Promotion picture day will be: Same as Spring
Fall pictures will be offered for sale on a prepay basis in VB style
Spring pictures will be offered for sale on a prepay basis in VB style
Picture sales will be handled by payment envelopes, with internet and phone ordering available.
Pictures will be delivered within 20 school days from date taken.
In the Fall Excel will produce Composite style class picture
In the Spring Excel will produce N/A style class pictures
In the Spring Excel may produce a yearbook for the school at a 10% discount from our list prices. A contract to produce a yearbook will be separate from this agreement.
As consideration for allowing Excel Photographers to be the sole provider of photographic services, Excel will provide the referenced list of service item from page two of this agreement.
Additional considerations: 2x2 Roar Cards

School representative: X Carrie Cordova Date 4/16/18
Excel representative: Charity Cobabe Date 4/13/18
Primary customer service contact will be Charity Cobabe charity@excelphotographers
Primary yearbook contact for this school is Erika Hernandez erika@excelphotographers.
Additional contacts: Shayna Hanneman (Awards) shayna@excelphotographers.com

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 with TNT Fireworks 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:

ASB Fundraising

MEETING DATE:

May 1, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is for services with TNT Fireworks and Western Placer Unified School District for the 2018-19 school year. The services provide WPUSD with a 24 ft. fireworks stand at the Raley's Sterling Point location. The cost of these services is $717.38 and will be paid with ASB Fundraising.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between TNT Fireworks and Western Placer Unified School District.

CONTRACT AGREEMENT TNT FIREWORKS

Southern California:	555 N. Gilbert St., Fullerton, CA 92833	1-800/585-9487
Northern California:	8151 Power Ridge Rd., Sacramento, CA 95826	1-800/905-8594
Central California:	2945 S. Elm Ave., Fresno, CA 93706	1-800/246-9630
Las Vegas, Nevada:	720 W. Cheyenne Ave., Ste. 50, No. Las Vegas, NV 89030	1-702/453-7750

Date: 12/23/16 Program: TNT FIREWORKS Fire Waiver: 3.0 % Liability: 3.0 % Discount: 50

Account Name: WPUSD LINCOLN HS FOOTBALL Account No: 1664255 Location No: CNM221

Chair: CHRIS BEAN Location Name: RALEY'S-STERLING POINTE

Address: 790 J STREET * Address: 765 S HWY 65

City, State, Zip: LINCOLN, CA 95648 Intersection: HIGHWAY 65 & 7TH STREET

E-Mail: LINCOLNZEBRASFOOTBALL@GMAIL.COM City, State, Zip: LINCOLN, CA

Telephone: (C) _____ (W) _____ (H) _____

Co-Chair: _____ Sales Period: JULY 2018

Address: _____ Sales Assoc.: Aaron Crawford Assoc. No.: 531

City, State, Zip: _____ E-Mail: _____

Telephone: (C) _____ (W) _____ (H) _____

The Account agrees to participate in the TNT credit card program using ____ terminal(s) with an estimated rental of $ _____ per terminal and an estimated processing fee _____ % of all credit card sales. Credit Card Agreement to follow. _____ (initial)

ESTIMATED EXPENSES:

ITEM DESCRIPTION	AMOUNT EACH		BILL TO ACCOUNT
ADVERTISING / COUPONS	1	0.00	40.00
24' Stand Service Fee	1	0.00	350.00
FIRE EXTINGUISHER RENTAL	3	0.00	73.50
SFM License	1	50.00	50.00
Location Rent	1	0.00	1500.00
DELIVERY CHARGE	1	0.00	75.00
SALES TAX	1	28.88	28.88

*** American Promotional Events, Inc. will attempt to provide Account with the stand location listed above. American Promotional Events, Inc. will also att maintain the same cost for location rental as listed above. However, agreements with property owners may cause the stand location and/or the location re for Account to change. Account understands that the stand location and/or location rental cost is subject to change. X _____ (initial)**

AMERICAN PROMOTIONAL EVENTS, INC. (HEREAFTER, "AMERICAN"), AGREES TO PROVIDE ACCOUNT WITH THE FOLLOWING SERV

1. Maintain adequate warehouse of highest quality fireworks that existing facilities and conditions permit, maintain supply point to provide orders and reorders, available sales aids and signs.
2. Assist if necessary in securing licenses, permits, etc., provide liability insurance as a percentage of invoice. No insurance refunded on return of merchandise.
3. Provide a waiver of the cost of any merchandise in Account's possession lost due to fire. The cost of the fire waiver will be charged as a percentage of invoice. Fi cost is not refundable on returns.
4. Allow Account to return on or before July 9th, all unsold/unmarked merchandise in full unit quantities. Assortments are returnable individually for full credit.

BY SIGNING THIS CONTRACT ACCOUNT AGREES TO THE FOLLOWING:

1. Account will purchase their entire supply of (UNO336) Consumer Fireworks from AMERICAN for the selling season as specified. Account understands that products from other suppliers will void the insurance coverage provided.
2. Account will protect the merchandise from damage (such as water damage) and theft for the time that it is in its possession. This is for Account's protectio responsible for merchandise from the time it is delivered until it is returned to AMERICAN and signed for.
3. Account shall abide by all state and local ordinances, laws and regulations governing the sale of fireworks and the operation of its stand.
4. Account will inventory and pack carefully all goods that are allowed to be returned for credit, and return them to AMERICAN no later than July 9th. **A Late Return Fee of $50.00** will be charged for any merchandise returned after July 9th.
5. **Account is responsible for obtaining a Sales Tax Permit where required, collecting and paying the required taxes. Account will also provide AMERIC the tax registration number prior to shipment of merchandise. X _____ (initial)**
6. **Account shall be solely responsible for the maintenance and appearance of the selling site throughout the selling period and shall remove all litter and po prior to the end of the selling season. Failure to comply with this provision could result in Account being charged a removal fee of $200.00 and possibly of any bond from the local authority. X _____ (initial)**
7. Account shall be responsible for performing under any performance bond posted by AMERICAN for Account as required by local authority.
8. Account shall pay the full invoice amount covering the initial order to **AMERICAN no later than July 5th. A LATE PAYMENT FEE OF 2% OF THE OUTST BALANCE WILL BE CHARGED IF ACCOUNT HAS NOT PAID THE INITIAL INVOICE BY JULY 5th. The balance owing to AMERICAN is du 10 days of date of statement. If a balance due from Account is placed in the hands of an attorney for collection, reasonable attorney fees and court cost added to the balance due. X _____ (initial)**
9. This contract is contingent upon Account having all past due balances in good standing by August 15th of the year preceding the sales period.
10. Account shall pay AMERICAN all city/county filing fees and full location rental fee if Account fails to perform under this contract, in addition to any other AMERICAN may recover.
11. This contract is the entire agreement between AMERICAN and Account and supersedes any verbal agreements. Any modification of this contact must be in wr signed by AMERICAN and Account X _____ (initial)

THIS CONTRACT VALID WHEN SIGNED BY A REPRESENTATIVE OF AMERICAN AND APPROVED BY THE HOME OFFICE.

AMERICAN Sales Associate	4/5/16 Date	X Authorized Agent for Account	X 4/1 Da
AMERICAN Home Office Rep.	Date	X Authorized Agent for Account - Please Print Name: Asst Supt of Business Svs and C	

By signing this contract I acknowledge that I am authorized by the Account to sign this Agreement for the fireworks season listed above.

Original - Office Yellow - Customer Pink - Sales Associate Green - House File

DUMONT PRINTING INC (559) 485-6311

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

MISSION STATEMENT: Empower Students with the skills, knowledge, and attitudes for Success in an Ever Changing World.
DISTRICT GLOBAL GOALS
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5. **Promote student health and nutrition in order to enhance readiness for learning.**

SUBJECT:

Ratification of Contract with Starstruck Showcase - Creekside Oaks Elementary 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:

PTO Donations

MEETING DATE:

May 1, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached contract is with Starstruck Showcase for an enrichment program at Creekside Oaks Elementary School from August 28th, 2018 to October 4th, 2018. The services will be funded with PTO Donations.

RECOMMENDATION:

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

Starstruck Showcase

Hello Creekside Oaks Elementary -

Here is your contract for next school season, 2018 - 2019 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 Aug. 27th (Tues. Aug. 28th and Fri. Aug. 31st)
Week of Sept. 3rd (Tues. Sept. 4th and Fri. Sept. 7th)
Week of Sept. 10th (Tues. Sept. 11th and Fri. Sept. 14th)
Week of Sept. 17th (Tues. Sept. 18th and Fri. Sept. 21st)
Week of Sept. 24th (Tues. Sept. 24th and Fri. Sept. 28th)
Week of Oct. 1st - Show Week (Thurs. Oct. 4th)

Notes:

Show day we will meet with all classes for 10 minutes and then put on one big assembly for the school. That evening we will put on two shows for the parents. Half of the school will be at 6pm and the other half of the school will be at 7pm

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...

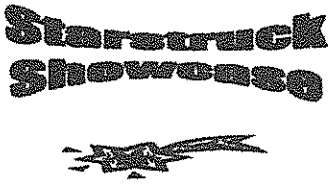
If you have any questions, please let me know. If you can fill out the Reservation Form and send it back to me, that would be great. I will keep it on file, and contact you again one month prior to your starting date.

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 18th.)**

Sincerely, Carrie Pereira

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





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

Creekside Oaks Elementary /645-6380
Name of School Phone #
2030 1st Street
Address
Lincoln, Ca. 95648
City, State, Zip Code

2. ***Start Date:*** Aug. 28th, 2018

3. ***End Date:*** Oct. 4th, 2018

4. ***Teaching Days:*** Tues. and Fri.

5. ***Show Dates:*** Thurs. Oct. 4th, 2018

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 one week after 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 two months in advance, giving each party time to find a replacement if needed.

Carrie Pereira, 4-14-18 Carrie Carlson 4/23/18
Carrie L. Pereira Date School Representative Date

WESTERN PLACER UNIFIED SCHOOL DISTRICT
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SUBJECT:

Ratification of Agreement with Motivational Millennial 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:

Site Funds

MEETING DATE:

May 1, 2018

ROLL CALL REQUIRED:

No

BACKGROUND:

The attached agreement is for services with Motivational Millennial and Twelve Bridges Elementary School for the 2018-19 school year. The services include a motivational presentation from Dr. Blake Brandes on September 12, 2018. The presentation will include a message on growth mindset and grit through hip-hop education. The cost of these services will be $1,000.00 and will be paid with Site Funds.

RECOMMENDATION:

Administration recommends that the Board ratify the contract agreement between Motivational Millennial and Western Placer Unified School District.



Dr. Blake Brandes
Empowering Students through Hip-Hop

SPEAKING CONTRACT

Thank you so much for confirming Blake Brandes to be a speaker at Twelve Bridges Elementary School! Be it known that Motivational Millennial LLC and Twelve Bridges Elementary School (hereafter "TBES") do hereby enter into contract under the following terms and conditions:

1. Motivational Millennial agrees to make Blake Brandes available to present his message on the growth mindset and grit through hip-hop education at the following events on September 12, 2018:

   One 30-minute K-2 motivational assembly (1:05pm)
   One 45-minute 3-5 motivational assembly (1:50pm)

2. In consideration of the services described above, the fee is $1000 (see attached INVOICE page). This fee is all-inclusive (presentation, travel, lodging, food, etc.) and no other invoices will be submitted to TBES. A 50% deposit ($500) is required as soon as possible to reserve the date.

   The remaining 50% of the fee must be paid in full no later than the speaking date.

3. TBES agrees to provide logistical support (see attached LOGISTICAL SUPPORT page) for Blake and have it all in place at least one hour prior to the time of his presentation.

4. TBES agrees to introduce Blake to the audience as written on a brief introduction page, which Blake will send to TBES in advance of his presentation.

5. Blake is permitted to film and record his presentation by using one or more videographers at his own expense. Audio or video taping of the presentation by TBES or any audience member is not permitted without Blake's consent, except for designated portions of the performance (for example, during freestyle raps).

6. Blake is operating as an independent contractor, and nothing in this agreement will be construed to create an employer-employee relationship between the parties.

7. **Cancellation Policy**: In the event of a cancellation by TBES, Blake would be glad to rebook the event at no penalty if another date is booked within 12 months of the original date.

   If the event is cancelled within 30 days of the event and is not rebooked, Blake will be entitled to 50% of his fee and will not be entitled to the remaining 50% of his fee.

   If the event is cancelled within 7 days of the event and is not rebooked, Blake will be paid the entirety of his fee.

   In the unlikely event Blake needs to cancel his appearance due to illness or death in the family, he will return any deposit already paid by TBES in full.

   Force Majeure: Any cancellation by either party shall not be considered a breach of agreement if it is caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, earthquake, labor strikes, riots, wars, civil disorder, and terrorism. If a force majeure event makes it impossible for the agreement to be fulfilled and the event cannot be rescheduled, Blake shall be entitled to 50% of his fee but shall not be entitled to the remaining 50% of his fee, regardless of which party is affected by the force majeure.

Signed on this day, the 23rd of April, 2018, by:

Authorized Twelve Bridges Elementary School Representative

Print Name Carrie Carlson

Signature Carrie Carlson

Position Director of Business Services

Date 4/23/18

Authorized Motivational Millennial Representative

Print Name _____

Signature _____

Date _____

By signing above, I hereby agree to all terms and conditions as stated in the speaking contract.

LOGISTICAL SUPPORT

TBES agrees to provide the following equipment for Blake's presentations:

- 1 PA system that contains at least two XLR inputs (for WIRED microphones – Blake plugs in his loop pedal and headset mic using wired microphone cables) and one additional input of any type (XLR, 1/4", Aux, RCA, etc.) for an iPod. For example: http://www.sweetwater.com/store/detail/PassPro150
- 1 powerstrip (containing at least two available plugs)
- 1 white board or flip chart with at least 2 large, dark-colored markers (and an eraser, if white board is used)
- 2 microphone stands
- One small table or desk to hold an iPad

Blake will bring his own:

- Microphones and XLR microphone cables
- Loop pedal and XLR output cable to plug into the PA
- iPod with 1/4", AUX, and XLR cable options to plug into the PA

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEE MEETING FACT SHEET

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

SUBJECT:
Ratification of Memorandum of Understanding between the Western Placer Teacher's Association and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Gabe Simon, Ed.D. 65
Assistant Superintendent of Personnel Services

ENCLOSURES:
Agreement

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 1, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the Western Placer Teacher's Association approve of this memorandum of understanding (MOU). This MOU is related to Article VII: Leaves.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Western Placer Unified and the Western Placer Teacher's Association

MEMORANDIUM OF UNDERSTANDING
Between the
WESTERN PLACER UNIFIED SCHOOL DISTRICT
And the
WESTERN PLACER TEACHERS ASSOCIATION
2018-2019 School Year

INTRODUCTION

During the 2017-2018 school year the representatives of Western Placer Unified School District ("District") and the Western Placer Teacher's Association ("WPTA") met to negotiate numerous items including Article VII Leaves, focusing on section G, Association Leave. As a result of said negotiations, the Parties hereby agree to the following terms for the 2018-2019 school year, which is a Memorandum of Understanding renewable by mutual agreement.

1. The language in section (G) of Article VIII LEAVES shall be modified as follows when this MOU is in effect:

   The Association may take up to 20 days of paid leave per school year for local, state, or national conferences or for conducting other business pertinent to Association affairs. Unit members using these days are at the discretion of the WPTA. The Chief Negotiator may take six (6) additional days leave not included in the twenty day limit for conducting other business pertinent to Association affairs. This Association leave taken by the Chief Negotiator will not be included in the twenty day limit. The Association shall be charged a fee not to exceed the actual cost of the substitute.

   The District will release the president of the Association from his/her teaching duties to conduct Association business for a minimum period of 12.5% and a maximum of 20% of his/her contract year (For secondary teachers, not more than the equivalent of one teaching period of release time will be granted. At the elementary level, no more than one-half of one day per week will be granted). The Association will reimburse the district 100% of the actual costs of salary plus benefits and statutory costs for the portion of the contract used for the Association president's release time. During this leave, the president of the Association will continue to be compensated by the district and will retain all rights and benefits as though in regular service. The Association president will fulfill all school/district assignments and responsibilities. The scheduling of the leave shall be based on the needs of the district. The President will check in at the school sites. If the President intends to visit classrooms during instructional time, he/she will notify site administration.

2. In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

3. This MOU shall be governed by and controlled in accordance with the laws of the State of

California.

4. The MOU is contingent and shall become effective upon approval by the Western Placer Teacher's Association as evidenced by the signature of the WPTA and WPUSD designees below.

Dated: 4/23/18
For the District:

Gabe Simon, Ed.D., Assistant Superintendent of

Dated: 4/23/18
For W.P.T.A

Mike Agrippino
Mike Agripping, Chief Negotiator

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:
Ratification of Memorandum of Understanding between the Western Placer Teacher's Association and Western Placer Unified School District

AGENDA ITEM AREA:
Consent

REQUESTED BY:
Gabe Simon, Ed.D. GS
Assistant Superintendent of Personnel Services

ENCLOSURES:
Agreement

DEPARTMENT:
Personnel

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 1, 2018

ROLL CALL REQUIRED:
No

BACKGROUND:

The Western Placer Unified School District and the Western Placer Teacher's Association approve of this memorandum of understanding (MOU). This MOU is related to Early Release days.

RECOMMENDATION:

Administration recommends the Board of Trustees ratify the Agreement between Western Placer Unified and the Western Placer Teacher's Association

Memorandum of Understanding For "Early Release Days"

This memorandum of understanding is the resolution between the Western Placer Unified School District ("WPUSD") and the Western Placer Teachers Association ("WPTA") regarding the Early Release Days for the 2018-2019 school year. The following activities are at the District's Discretion. If implemented, both parties will adhere to the following agreement:

1. WPUSD and WPTA are committed to meeting the goals of the district LCAP and agree that as a Professional Learning Community (PLC) we can achieve these goals. A PLC collectively focuses on ensuring the learning and well-being of all students and the District LCAP goals capture our commitment to this. To achieve our LCAP goals we realize that dedicated PLC time is necessary to support the critical work we must do. Therefore, the District 2018-2019 calendar (see 2018-2019 District Calendar attached as Exhibit A) will reflect Early Release Mondays (ERM) to be utilized solely to support the work of our PLC in achieving our LCAP goals. Up to four (4) ERMs may be scheduled for cross-district articulation to support PLC work. All other ERMs will be utilized at site discretion for PLC work, which may include additional cross-district articulation days if sites deem them necessary.

2. The PLC process requires, through a continuous cycle, improvement upon:
    - Learning Environments
    - A guaranteed and viable curriculum
    - Effective First Instruction
    - Progress Monitoring
    - Intervention
    - Enrichment

    Thus, the PLC work done during Early Release Mondays will be reflective of the aforementioned areas. Administration and WPTA unit members will participate in the PLC process to develop, implement, monitor and adjust practices that align with our belief that all kids can achieve at high levels and our commitment to ensuring all students do. It will be the responsibility of administration to support, guide, coach, and/or facilitate the PLC process to ensure focus is kept on the key area listed above and thus student achievement. Every attempt shall be made to maximize the time provided on Early Release Mondays for PLC work. This means that PLC teams should be meeting for no less than one (1) hour at the elementary and middle school levels and for no less than fifty (50) minutes at the high school level. Start times for PLC collaboration may vary from site to site and within a site. Members not in a traditional PLC based on assignment will be required to fulfill the same PLC time commitments within a flexible schedule and will notify admin.

3. Early Release Days around quarter, trimester and semester grading periods will be utilized as follows:

    a. PLCs may utilize one Early Release Monday around quarter (middle and high school) and trimester one and two (elementary) grading periods for the purpose of preparing grade reports. PLCs must work together to choose a Monday in advance and notify admin of chosen date.

    b. Early Release Days at the end of trimester one (including Monday if applicable) are for the purpose of parent conferences at the elementary and middle school levels. High school will follow a normal, full day, schedule during this time.

    c. Early Release Days at the end of semester one are for the purpose of preparing grade reports at the middle and high school levels. Elementary level will also have Early Release Days and the time will be utilized at the discretion of school sites as mutually agreed upon by unit members and site administration.

    d. Early Release Days at the end of the school year (semester two/trimester three) are for the purpose of preparing grade reports at the elementary, middle and high school levels.

4. A minimal amount of preparation work outside of normal information gathering and assessment acquisition responsibilities may be required of unit members.

5. The Parties understand that this MOU addresses the time on Early Release Days and does not modify any current Agreement regarding the remainder of the school day. The teacher work day ends at the normal site time. (see boxed information below)
6. Both Parties acknowledge that there is a need to provide ongoing first time and refresher training for staff engaged in the PLC process as well as additional targeted training/coaching for key District and WPTA leadership so that collectively we are equipped to operate successfully as a PLC. Consequently, The District is committed to allocating resources to support ongoing training/coaching.

7. To assist in the implementation of the PLC proves and this MOU, WPUSD and WPTA

8. This agreement will be reviewed by both parties during the 2018-2019 school year.

Dated: 4/6/18

For the District:

Gabriel Simon, Assistant Superintendent of Personnel Services

Dated: 4/6/18

For WPTA:

Mike Agrippino, Chief Negotiator

INFORMATION

DISCUSSION

ACTION

ITEMS

WESTERN PLACER UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FACT SHEET

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

DISTRICT GLOBAL GOALS

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

SUBJECT:
Approve Resolution #17/18.29 Authorizing the Issuance of 2018 Tax and Revenue Anticipation Notes and Requesting the Board of Supervisors of Placer County to Issue Said Notes

AGENDA ITEM AREA:
Action

REQUESTED BY:
Audrey Kilpatrick
Assistant Superintendent - Business & Operations

ENCLOSURES:
Yes

DEPARTMENT:
Business Services

FINANCIAL INPUT/SOURCE:
General Fund Cash

MEETING DATE:
May 1, 2018

ROLL CALL REQUIRED:
Yes

BACKGROUND:

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

The district's cash flow projections reflect potential cash deficits during the 2018-19 school year due to the scheduled apportionment payments of property taxes from Placer County as reflected in the projected cashflow at Second Interim reporting. The TRANS will not exceed $17,500,000 and will be calculated to be the amount needed to carry the District until property tax revenues and state deferrals are received. When the cash from TRANS is not needed to cover the deficit, it remains invested at the higher interest rate.

The Resolution authorizes the issuance of a TRANS for the 2018-19 fiscal year and requests the Placer County Board of Supervisors the issue TRANS notes. Also included in the item is the draft Note Purchase Agreement with the District and Placer County and the cover page of the Preliminary Official Statement.

RECOMMENDATION:

Staff recommends the Board of Trustees adopt the Resolution #17/18.29 to authorize participation in the 2018 TRANS process.

WESTERN PLACER UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 17/18.29

RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2018 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES

WHEREAS, pursuant to section 53850 *et seq.* of the Government Code of the State of California (the "Act") contained in Article 7.6, Chapter 4, Part 1, Division 2, Title 5 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Western Placer Unified School District (the "District") may borrow money by issuing notes for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the District; and

WHEREAS, section 53853 of the Act provides that such notes must be issued in the name of a school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over said district, as soon as possible following the receipt of a resolution of the governing board of the district requesting the borrowing; and

WHEREAS, this Board of Trustees (the "District Board"), being the governing board of the District, hereby requests the borrowing of not to exceed $17,500,000 at an interest rate not to exceed seven percent (7%), through the issuance by the Board of Supervisors (the "County Board") of the County of Placer (the "County") of 2018 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes shall be payable no more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2018-19 in which such Notes were issued and pursuant to section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2018-19 in which issued; and

WHEREAS, pursuant to section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys of the District, including moneys deposited in inactive or term deposits, (but excepting certain moneys encumbered for a special purpose); and this Resolution specifies that certain unrestricted revenues which will be received by the District for the general fund of the District during or allocable to fiscal year 2018-19 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts or other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of $5,000, or integral multiples thereof, as permitted by section 53854 of the Act; shall be issued on the date designated by the County Board therefor, as permitted by section 53853 of the Act; and shall be in the form and executed in the manner prescribed in this Resolution, as required by section 53853 of the Act; and

WHEREAS, the District Board has found and determined that said $17,500,000 maximum principal amount of Notes to be issued by the County Board in fiscal year 2018-19, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, the Board of Trustees of the Western Placer Unified School District hereby resolves as follows:

Section 1. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The District Board hereby requests the County Board to issue in the name of the District, an amount not to exceed $17,500,000 principal amount of Notes pursuant to sections 53850 *et seq.* of the Act, designated "Western Placer Unified School District, County of Placer, State of California, 2018 Tax and Revenue Anticipation Notes" (the "Notes"); to be numbered from 1 consecutively upward in order of issuance (if more than one Note is registered); to be in the denominations of $5,000, or integral multiples thereof, as determined by the purchaser thereof; to be dated the date of delivery thereof; to mature (without option of prior redemption) within thirteen (13) months of the dated date; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of seven percent (7%) per annum; provided that if the Notes will mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the office of Treasurer-Tax Collector of the County or such other paying agent as the District or County may appoint (the "Paying Agent") which is hereby designated to be the paying agent on the Notes or such other Paying Agent as the County and District may designate. This District Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable.

Section 2. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in the resolution of the County approving the

Notes, the blanks in said form to be filled in with appropriate words and figures as authorized herein and in the resolution of the County. The Notes shall be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and shall be evidenced by one note in the full principal amount of the Notes. There shall accompany the Notes, the legal opinion of Quint & Thimmig LLP respecting the validity of said Notes.

Section 3. Deposit of Note Proceeds. The moneys so borrowed shall be deposited in the general fund of the District or in a fund held by the Paying Agent on behalf of the District. Moneys in such funds held by the Paying Agent may be invested as authorized by Section 9 herein.

Section 4. Payment of Notes.

(a) *Source of Payment.* The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2018-19 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(b) *Pledged Revenues.* The Notes shall be obligations of the District and shall be secured by a pledge of and first lien and charge against the first "unrestricted moneys," as hereinafter defined, to be received by the County on behalf of the District in such months and in such amounts as shall be determined by the President (or the President's designee) prior to the date of sale of the Notes, sufficient to pay the principal of and interest on the Notes through the maturity date thereof (the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(c) *Covenant Regarding Additional Short-term Borrowing.* The District hereby covenants and warrants that it will not request the County of Placer Treasurer-Tax Collector (the "Treasurer") to make temporary transfers of funds in the custody of the Treasurer to meet any obligations of the District during the 2018-19 fiscal year pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(d) *Deposit of Pledged Revenues in Repayment Fund.* The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Western Placer

Unified School District, County of Placer, State of California, 2018 Tax and Revenue Anticipation Notes Repayment Fund" (herein called the "Repayment Fund") and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(e) *Disbursement and Investment of Moneys in Repayment Fund.* From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund shall be invested pursuant to Section 9 of this Resolution.

Section 5. Execution of Notes. The District hereby requests the County Chairperson (the "Chairperson") and the Treasurer, or a designee thereof, sign the Notes manually or by facsimile signature and the Clerk of the County Board (the "Clerk") countersign the Notes by use of his or her manual or facsimile signature, and said Clerk is hereby requested to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby requested to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated such Notes.

Section 6. Appointment of Bond Counsel and Financial Advisor. Quint & Thimmig LLP is hereby appointed as bond counsel and disclosure counsel to the District in connection with the issuance of the Notes. Capitol Public Finance Group, LLC is hereby appointed as the financial advisor to the District in connection with the issuance of the Notes (the "Financial Advisor").

Section 7. Official Statement. The District Board hereby approves a preliminary official statement describing the financing, in the form presented to this meeting, together with any changes therein or additions thereto deemed advisable by the President, or any designee thereof. The District Board authorizes and directs the President, or any designee thereof, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Notes.

The Financial Advisor, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the Notes therein offered for sale.

The President, or any designee thereof, is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of

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

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

Section 8. Sale of the Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by the Financial Advisor appointed herein. The form of Note Purchase Agreement for the Notes (the "Note Purchase Agreement"), in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or a designee thereof, is hereby requested to execute and deliver the Note Purchase Agreement, and the President, or any designee thereof, is hereby authorized and requested to acknowledge such Note Purchase Agreement, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or the Treasurer, or a designee thereof, may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The President, or any designee thereof, is further authorized to determine the maximum principal amount of Notes to be specified in the Note Purchase Agreement for sale by the County Board, not to exceed $17,500,000 and to enter into and execute the Note Purchase Agreement with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 9. Delivery of Notes. The proper officers of the County Board are hereby requested to deliver the Notes to the purchaser thereof. All actions heretofore taken by the officers and agents of the District Board with respect to the Notes are hereby approved, confirmed and ratified, and the officers of the District Board are hereby authorized and directed to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions hereafter adopted by the County Board.

Section 10. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested at the Treasurer's discretion pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District. Pursuant to section 53601(1) of the Government Code of the State of California, the following are also hereby designated as additional authorized investments for the

proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Notes.

Section 14. Transmittal of Resolution. The Secretary of this Board is hereby directed to send an original certified copy of this Resolution to the County Board, the Treasurer and the County President of Schools.

Section 15. Recitals. All the recitals in this Resolution above are true and correct and this District Board so finds, determines and represents.

Section 16. Other Actions. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the District are hereby authorized and directed, for and in the name and on behalf of this District, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with, and to carry out the intent of, this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Western Placer Unified School District this 1st day of May, 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California. Investments of moneys in the Repayment Fund shall not have a maturity date later than the maturity date of the Notes.

Section 11. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not result in acceleration of the Notes.

Section 12. Tax Covenants

(a) *Private Activity Bond Limitation.* The District shall assure that the proceeds of the Notes are not so used as to cause the Notes to satisfy the private business tests of section 141(b) of the Code (as hereinafter defined) or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Notes to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Notes.

(d) *No Arbitrage.* The District shall not take, or permit or suffer to be taken any action with respect to the proceeds of the Notes which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Notes would have caused the Notes to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Notes from the gross income of the registered owners of the Notes to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Notes.

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

Section 13. Covenants and Warranties. It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District, its appropriate officials and the District Board, have duly taken, or will take, all

$_____
WESTERN PLACER UNIFIED SCHOOL DISTRICT
2018 TAX AND REVENUE ANTICIPATION NOTES

NOTE PURCHASE AGREEMENT

June 19, 2018

Ms. Jenine Windeshausen
Treasurer-Tax Collector
County of Placer
2976 Richardson Drive
Auburn, California 95603

Dear Ms. Windeshausen:

The undersigned (the "Underwriter") offers to enter into this agreement with the County of Placer, California (the "County") that, upon the County's acceptance hereof, will be binding upon the County and upon the Underwriter. This offer is made subject to the written acceptance of this Note Purchase Agreement by the County and the delivery of such acceptance to the Underwriter at or prior to 5:00 P.M. California time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby purchases from the County for reoffering to the public, and the County hereby sells to the Underwriter for such purpose, all (but not less than all) of $_____ aggregate principal amount of Western Placer Unified School District, County of Placer, California (the "District") 2018 Tax and Revenue Anticipation Notes, dated July 2, 2018, and due June 28, 2019 (the "Notes"), bearing interest at _____% per annum and for the purchase price of $_____.00 (equal to the principal amount of the Notes of $_____, plus a premium of $_____.00, less an Underwriter's discount of $_____.00). The reoffering yield of the Notes is 0._____% (reoffering price is _____%).

The County hereby acknowledges and agrees that (a) the purchase and sale of the Notes (hereinafter defined) pursuant to this Note Purchase Agreement is an arm's-length commercial transaction between the County and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the County or the District, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the County or the District with respect to the offering and sale of the Notes contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the County or the District on other matters) and the Underwriter has no obligation to the County or the District with respect to the offering and sale of the Notes contemplated hereby except the obligations expressly set forth in this Note Purchase Agreement, (d) the Underwriter has financial and other interests that differ from those of the County and the District, and

(e) the County and the District have consulted their own legal, financial and other advisors to the extent they have deemed appropriate in connection with the issuance of the Notes and the other matters contemplated by this Note Purchase Agreement.

2. The Notes shall be as described in the resolution adopted by the District on May 1, 2018, and in the resolution adopted by the County on May 22, 2018, authorizing the issuance of the Notes (collectively, the "Resolution"), and shall be issued under the provisions of the Constitution and laws of the State of California (the "State").

3. Within seven business days hereof, the District shall deliver to the Underwriter an Official Statement of the District relating to the Notes (which, together with all appendices thereto and with such changes therein and supplements thereto that are consented to in writing by the Underwriter, is herein called the "Official Statement"), in a form satisfactory to the Underwriter and duly executed by the District, which the District deems final as of its date. The District has authorized the use and reproduction of the Official Statement in connection with the offering and sale of the Notes by the Underwriter. The District also has approved of the use and reproduction by the Underwriter prior to the date of the Official Statement of a preliminary official statement, dated June 7, 2018, relating to the Notes (which, together with all appendices thereto, is herein called the "Preliminary Official Statement") in connection with the offering of the Notes.

4. The Underwriter agrees to make a bona fide public offering of all of the Notes, at a price not in excess of the initial public offering yield or price set forth on the cover page of the Official Statement. Subject to Section 5, the Notes may be offered and sold to certain dealers at prices lower than such initial public offering price; *provided, however,* that the Underwriter may offer a portion of the Notes for sale to selected dealers who are members of the Financial Industry Regulatory Authority and who agree to resell the Notes to the public on terms consistent with this Note Purchase Agreement, and the Underwriter reserves the right to change such offering price or yield as the Underwriter shall deem necessary in connection with the marketing of the Notes and to offer and sell the Notes to certain dealers (including dealers depositing the Notes into investment trusts) and others at prices lower than the initial offering price or at yield higher than the initial yield. The Underwriter also reserves the right to over-allot or effect transactions that stabilize or maintain the market price of the Notes at a level above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time. None of such activities shall affect the principal amount, maturity date, interest rate, redemption or other provisions of the Notes or the amount to be paid by the Underwriter to the District for the Notes.

5. The Underwriter shall assist the District in establishing the issue price of the Notes and shall execute and deliver to the District on the Closing Date an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and the District's Bond Counsel. All actions to be taken by the District under this Note Purchase Agreement to establish the issue price of the Notes may be taken on behalf of the District by the District's municipal advisor and any notice or report to be provided to the District may be provided to the District's municipal advisor.

The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

(i) the District shall disseminate this Note Purchase Agreement to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the District may receive bids from at least three underwriters of municipal Notes who have established industry reputations for underwriting new issuances of municipal Notes; and

(iv) the District anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost).

6. No later than 10:00 A.M., California time, on July 2, 2018, or at such other time or on such later business day as shall have been mutually agreed upon by the District and the Underwriter (the "Closing"), the District will deliver to the Underwriter at the offices of The Depository Trust Company ("DTC"), or at such other place as the District and the Underwriter may mutually agree, the Notes in definitive form duly executed, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price as set forth in paragraph 1 hereof by wire in "Federal Reserve Funds" (same day funds) to the Treasurer-Tax Collector of the County, as paying agent (the "Paying Agent"), or upon the written order of the District. The Notes shall be delivered to DTC for the account of the Underwriter in New York, New York (or at such other place as the Underwriter and the District mutually agree) in typewritten form, bearing a CUSIP number, duly executed by the County and authenticated by the Paying Agent.

7. The District represents and warrants to the Underwriter and the County that:

(a) The District is a school district organized and validly existing under the laws of the State, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Note Purchase Agreement and the Resolution.

(b) (i) At or prior to the Closing the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the District has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Note Purchase Agreement and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Note Purchase Agreement; at or prior to the Closing the execution and delivery of, and the performance by the District of its obligations contained in this Note Purchase Agreement shall have been duly authorized; (iii) this Note Purchase Agreement has been duly executed and delivered and constitutes a valid and legally binding obligation of the District; and (iv) the District has duly authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement.

(c) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor.

(d) The District selected the Underwriter at the recommendation of Capitol Public Finance Group, LLC.

(e) There are no present conditions or determinations of which the District is aware that will prevent the receipt of and application by the District of the revenues pledged to pay the Notes.

(f) The performance of this Note Purchase Agreement, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the District, do not and will not conflict with or constitute on the part of the District a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the District, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the District is subject or by which it is bound.

(g) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the District of, and performance by the District of its obligations under, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter). As used herein, the term "Governmental Authority" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.

(h) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the District) threatened against the District or (to the best knowledge of the District, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Note Purchase Agreement, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.

(i) Any certificate signed by any official or other representative of the District and delivered to the Underwriter pursuant to this Note Purchase Agreement shall be deemed a representation and warranty by the District to the Underwriter as to the statements therein made.

(j) The issuance of the Notes is being done at the District's request and the District has received no independent financial advice regarding the Notes from the County.

8. The County represents and warrants to the Underwriter that:

(a) The County is validly existing under the laws of the State, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Note Purchase Agreement and the Resolution.

(b) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the County has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Note Purchase Agreement and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Note Purchase Agreement; at or prior to the Closing the execution and delivery of, and the performance by the County of its obligations contained in this Note Purchase Agreement shall have been duly authorized; (iii) this Note Purchase Agreement has been duly executed and delivered and constitutes a valid and legally binding obligation of the County; and (iv) the County has duly authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement.

(c) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor and are not payable from County moneys.

(d) The County agrees that it will not issue any additional notes for the District secured by the revenues pledged to pay the Notes without the consent of the Underwriter.

(e) There are no present conditions or determinations of which the County is aware that will prevent the receipt of and application by the County or the District of the revenues pledged to pay the Notes.

(f) The performance of this Note Purchase Agreement, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the County, do not and will not conflict with or constitute on the part of the County a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the County, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which it is bound.

(g) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the County of, and performance by the County of its obligations with respect to, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter).

(h) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the County) threatened against the County or (to the best knowledge of the County, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Note Purchase Agreement, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.

(i) Any certificate signed by any official or other representative of the County and delivered to the Underwriter pursuant to this Note Purchase Agreement shall be deemed a representation and warranty by the County to the Underwriter as to the statements therein made.

9. The Underwriter has entered into this Note Purchase Agreement in reliance upon the representations and warranties of the District contained herein, the Resolution, and the performance by the District of its obligations hereunder, as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Note Purchase Agreement are and shall be subject to the following further conditions as of the Closing:

(a) The representations and warranties of the County contained herein shall not be materially inaccurate at the date hereof and at and as of the Closing as if made as of the Closing and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall not be materially inaccurate at the Closing; and the County shall be in compliance with each of the agreements made by it in this Note Purchase Agreement (unless such agreements are waived by the Underwriter).

(b) At the time of the Closing this Note Purchase Agreement shall be in full force and effect; the Resolution and this Note Purchase Agreement shall not have been amended, modified

or supplemented except as may have been agreed to in writing by the Underwriter; all actions that, in the opinion of Quint & Thimmig LLP, Larkspur, California ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the County shall perform or has performed all of its obligations required under or specified in the Resolution or this Note Purchase Agreement to be performed at or prior to the Closing.

(c) The provisions of law governing the payment of the revenues pledged to pay the Notes shall be in full force and effect and shall not have been amended in any respect that would materially adversely affect the prospects that such revenues will be received in the amounts and by the respective dates indicated in the Resolution and the Official Statement.

(d) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or Governmental Authority since the date of this Note Purchase Agreement (and not reversed on appeal or otherwise set aside) (i) that has any of the effects described in Section 6(h), or (ii) that declares this Note Purchase Agreement to be invalid or unenforceable in whole or in material part.

(e) In recognition of the desire of the County and the Underwriter to effect a successful public offering of the Notes, and in view of the potential adverse impact of any of the following events on a public offering, the Underwriter shall have the right to cancel its obligations to acquire the Notes, by written notice from the Underwriter to the District, if between the date hereof and the Closing: (i) the Official Statement shall have been amended, modified or supplemented without the consent in writing of the Underwriter, unless such consent was unreasonably withheld or (ii) any event shall occur that, in the reasonable professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; or (iii) the market for the Notes or the ability of the Underwriter to enforce contracts for the sale of the Notes shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by (A) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which legislation has been referred for consideration, or a decision rendered by a court of the United States or by the United States Tax Court, or a ruling order, official statement, or regulation (final, temporary or proposed) made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal taxation upon interest received on obligations of the general character of the Notes or that would have the effect of changing, directly or indirectly, the Federal income tax consequences of interest on obligations of the general character of the Notes in the hands of the holders thereof, or (B) any new outbreak of hostilities or other national or international calamity, crisis or default being such as would cause a major disruption in the municipal bond market, or (C) a general suspension of trading on the New York Stock Exchange, or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other Governmental Authority having jurisdiction, or (D) a general banking moratorium declared by either Federal or State authorities having jurisdiction, or (E) any action, suit, proceeding or investigation described in Section 6(h) hereof or any decision described in Section 8(d) hereof.

(f) At or prior to the Closing, the Underwriter shall receive the following documents each dated the date of the Closing:

(i) Unqualified approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Notes.

(ii) A certificate of the County, executed on its behalf by its Treasurer-Tax Collector, in a form acceptable to Bond Counsel.

(iii) An arbitrage and use of proceeds certificate, satisfactory in form and substance to Bond Counsel.

(iv) Signature and No Litigation Certificates executed by applicable officers of the District.

(v) Evidence of any rating on the Notes.

(vi) A copy of the Blanket Letter of Representations with DTC, duly executed by the applicable officer of the District.

(vii) The Continuing Disclosure Certificate executed by the applicable officer of the District, as described in Section 13 hereof.

(viii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the District with legal requirements, the accuracy, as of the time of Closing of the District's representations herein contained and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Note Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and neither the County nor the Underwriter shall have any further obligation hereunder, except that the obligations of the Underwriter and the District, to pay certain expenses as provided in Section 10 herein shall continue in full force and effect.

10. The performance by the County of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the County and the Underwriter of opinions and certificates required to be delivered at the Closing.

11. Whether or not the Notes are issued as contemplated by this Note Purchase Agreement, neither the County nor the Underwriter shall be under any obligation to pay and the District shall pay, all expenses incident to the performance of the District's obligations, including but not limited to (i) the fees and disbursements of the accountants, financial advisers and any other experts, consultants or advisers to the District and retained on such basis by the District; (ii) the fees of the Paying Agent (as defined in the Resolution) and of any rating agencies rating the Notes; (iii) the cost of preparation and reproduction of the Preliminary Official Statement, the final Official Statement, any amendment or supplement to the Preliminary Official Statement or the final Official Statement, and the cost of printing the Notes; (iv) the fees and disbursements of Bond Counsel; and (v) any other expenses and costs of the County and the District incident to the performance of their obligations in connection with the authorization, issuance and sale of the Notes to the Underwriter.

The Underwriter shall pay (i) the fees of the California Debt and Investment Advisory Commission; and (ii) other expenses incurred by it in connection with the offering and distribution of the Notes.

12. Any notice or other communication to be given to the County under this Note Purchase Agreement may be given by delivering the same in writing to the County Treasurer-Tax Collector, or to such other person as they may designate in writing, and any notice or other communication to be given to the Underwriter under this Note Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to [UNDERWRITER], _____, Attention: _____.

13. This Note Purchase Agreement when accepted by the County in writing as heretofore specified shall constitute the entire agreement between the County and the Underwriter and is made solely for the benefit of the County and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

14. The District will undertake, pursuant to a Continuing Disclosure Certificate, substantially in the form reviewed by the Underwriter as of the date hereof, to provide notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and the Official Statement. Unless the District is otherwise notified in writing by the Underwriter on or prior to the Closing, the "end of the underwriting period" for the Notes for all purposes of Rule 15c2-12 under the Securities and Exchange Act of 1934, is the Closing. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the District in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12 for the Notes.

15. This Note Purchase Agreement shall be construed and enforceable in accordance with the laws of the State of California.

16. This Note Purchase Agreement may be executed simultaneously in several counterparts each of which shall be an original and all of which constitute but one and the same instrument.

Very truly yours,

[UNDERWRITER], as Underwriter

By _____
Authorized Officer

ACCEPTED:

COUNTY OF PLACER

By _____
Treasurer-Tax Collector

ACKNOWLEDGED:

WESTERN PLACER UNIFIED SCHOOL DISTRICT

By _____
Assistant Superintendent,
Business & Operations

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

$_____
WESTERN PLACER UNIFIED SCHOOL DISTRICT
2018 Tax and Revenue Anticipation Notes

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Morgan Stanley & Co., LLC (the "Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Notes").

1. Reasonably Expected Initial Offering Price.

(a) As the Sale Date, the reasonably expected initial offering price of the Notes to the Public by The Purchaser is the price listed in Schedule A (the "Expected Offering Price"). The Expected Offering Price is the price for the Notes used by the Purchaser in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Notes.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Notes.

2. Defined Terms.

(a) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) "Sale Date" means the first day on which there is a binding contract in writing for the sale of the Notes. The Sale Date of the Notes is June 19, 2018.

(c) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Western Placer Unified School District (the "Issuer") (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Notes,

and by Quint & Thimmig LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

Dated: July 2, 2018

MORGAN STANLEY & CO., LLC, *as Purchaser*

By _____
Authorized Representative

SCHEDULE A

EXPECTED OFFERING PRICES

SCHEDULE B

COPY OF UNDERWRITER'S BID

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or

NEW ISSUE—BOOK-ENTRY ONLY

RATING
Moody's: "___"
See "RATING" herein

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the District with certain covenants, interest on the Notes is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations for taxable years that began prior to January 1, 2018. In addition, in the opinion of Bond Counsel, interest on the Notes is exempt from personal income taxation imposed by the State of California. See "TAX MATTERS" herein.

$_____*

WESTERN PLACER UNIFIED SCHOOL DISTRICT
(Placer County, California)
2018 Tax and Revenue Anticipation Notes

Dated: Date of Delivery **Due: June 28, 2019**

The above-captioned Notes (the "Notes") issued by the Board of Supervisors of Placer County, California (the "County") on behalf of the Western Placer Unified School District (the "District") will be issued in fully registered form, without coupons. The Notes will be registered in the name of Cede & Co., as the nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Notes. Individual purchases of Notes will be made in book-entry form only in denominations of $5,000 or any integral multiple thereof. Purchasers of the Notes will not receive securities certificates representing their ownership interest in the Notes. The principal of and interest on the Notes will be paid at maturity by the Treasurer-Tax Collector of the County, as paying agent (the "Paying Agent"), to DTC, which is obligated in turn to remit such principal and interest to its DTC participants for subsequent disbursement to the Beneficial Owners of the Notes, as described herein. See "THE NOTES" herein.

The Notes are not subject to redemption prior to maturity.

The Notes are issued to finance, in part, the general fund cash flow requirements of the District during fiscal year 2018-19.

The Notes, in accordance with California law, are general obligations of the District but are payable only out of taxes, income, revenue, cash receipts and other moneys of the District attributable to fiscal year 2018-19 and legally available for payment thereof. See "THE NOTES—Security for and Sources of Payment" herein. The Notes are secured by a pledge of the first taxes, income, revenues, cash receipts, and other monies to be received (a) in an amount equal to fifty percent (50%) of the principal amount of the Notes to be received by the County on behalf of the District in January 2019, and (b) in an amount equal to fifty percent (50%) of the principal amount of the Notes and all interest due on the Notes, to be received by the County on behalf of the District in April 2019, intended as receipts for the General Fund of the District for fiscal year 2018-19 and generally available for the payment of current expenses and obligations of the District.

THE NOTES ARE SECURED BY AND PAYABLE FROM THE PLEDGED REVENUES OF THE DISTRICT. THE OBLIGATION OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE NOTES IS A GENERAL OBLIGATION OF THE DISTRICT AND NEITHER THE GENERAL FUND, CREDIT NOR TAXING POWER OF THE DISTRICT ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE NOTES.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

Coupon	Yield	CUSIP†
		959214 ___

The Notes are offered when, as and if issued by the District and accepted by the Underwriter, subject to the approval of legality by Quint & Thimmig LLP, Larkspur, California, Bond Counsel. Certain disclosure matters will be passed upon for the District by Quint & Thimmig LLP, Larkspur, California, Disclosure Counsel. It is expected that the Notes in definitive form will be available for delivery through the facilities of DTC on or about July 2, 2018.

Dated: June ___, 2018

*Preliminary, subject to change.

†Copyright 2018, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, operated by S&P Capital IQ. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the District and are included solely for the convenience of the registered owners of the Notes. Neither the City nor the Underwriter is responsible for the selection or uses of these CUSIP numbers and no representation is made as to their correctness on the Notes or as included herein. The CUSIP number for a specific maturity is subject to being changed after the delivery of the Notes as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Notes.

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:
Adoption of Revised/New Policies/Regulations/Exhibits

AGENDA ITEM AREA:
Action

REQUESTED BY:
Scott Leaman
Superintendent

ENCLOSURES:
Yes

DEPARTMENT:
Administration

FINANCIAL INPUT/SOURCE:
N/A

MEETING DATE:
May 1, 2018

ROLL CALL REQUIRED:
No

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

- BP/AR 1312.3 – Uniform Complaint Procedures
- BP 4111/4211/4311 – Recruitment and Selection
- BP/AR 4119.11/4219.11/4319.11 – Sexual Harassment
- AR 4161.1/4361.1 – Personal Illness/Injury Leave
- AR 4161.8/4261.8/4361.8 – Family Care and Medical Leave
- AR 4261.1 – Personal Illness/Injury Leave
- BP 7310 – Naming of Facility

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

wp/rk/factform

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

BP/AR 1312.3 - Uniform Complaint Procedures
(BP/AR revised)

Policy updated to list all state and federal programs subject to the uniform complaint procedures (UCP) as specified in the Federal Program Monitoring instrument, reflect **NEW LAW (AB 699)** which includes immigration status as a prohibited basis for discrimination, and reflect **NEW LAW (AB 365)** which authorizes the use of UCP for alleged noncompliance with certain educational rights of children of military families. Policy also revised to clarify that, although complaints of employment discrimination are not subject to UCP, the district has an obligation to investigate such complaints using other district procedures. Regulation updated to reflect a requirement in AB 365 that the annual UCP notice include the educational rights of children of military families. Regulation also clarifies that any individual, public agency, or organization may file a complaint alleging violation of law regarding applicable state or federal programs, and deletes references to Office of Civil Rights resources on sexual violence which have been withdrawn.

BP 4111/4211/4311 - Recruitment and Selection
(BP revised)

Policy updated to expand discussion of possible recruitment incentives, including subsidized housing programs for teachers and other employees and **NEW LAW (AB 99)** which establishes the California Educator Development grant program to assist districts with attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders. Policy also reflects **NEW LAW (AB 168)** which prohibits districts from seeking salary history information about an applicant and from relying on salary history information as a factor in determining whether to offer employment or the salary to offer an applicant, unless the salary information is disclosable under state or federal law or the applicant voluntarily discloses the information without prompting.

BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment
(BP/AR revised)

Policy updated to provide a strong statement of the board's commitment to provide a safe work environment that is free of sexual harassment and intimidation and to align the process for filing complaints of sexual harassment with AR 4030 - Nondiscrimination in Employment. Regulation updated to reflect **NEW LAW (SB 396)** which requires districts to post a Department of Fair Employment and Housing poster on transgender rights and, if the district has 50 or more employees, to provide training to supervisors regarding harassment based on gender identity, gender expression, and sexual orientation.

AR 4161.1/4361.1 - Personal Illness/Injury Leave
(AR revised)

Regulation updated to reflect **NEW LAW (SB 63)** which extends the requirement to grant parental leave to an eligible employee for the purpose of bonding with a child after the birth, adoption, or foster care placement of the child to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed. Regulation also updated to reflect **NEW LAW (SB 731)** which entitles an employee who is a military veteran or current member of the California National Guard or federal reserve component to 10 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later.

AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave
(AR revised)

Regulation updated to reflect **NEW LAW (AB 1556)** which deletes gender-specific references with regard to pregnancy disability leave and clarifies that all employees are protected against pregnancy discrimination regardless of their gender identity. Regulation also reflects **NEW LAW (SB 63)** which extends the requirement to grant parental leave to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

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

AR 4261.1 - Personal Illness/Injury Leave
(AR revised)

Regulation updated to reflect **NEW LAW (SB 63)** which extends the requirement to grant parental leave to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed. Regulation also updated to reflect **NEW LAW (SB 731)** which entitles an employee who is a military veteran or current member of the California National Guard or federal reserve component to 12 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later.

BP 7310 – Naming of Facility
(BP revised)

Policy updated by to board to establish the community to participate in submitting names using other methods of submission.

UNIFORM COMPLAINT PROCEDURES

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

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs. After School Education and Safety programs, ~~migrant~~ **agricultural vocational** education, **American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers,** career technical and technical education and training programs, child care and development programs, child nutrition programs, ~~and special education programs,~~ **compensatory education,** consolidated categorical aide programs, **Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational and Programs, school safety plans, special education programs, State Preschool Programs,** and any other district-implemented program which is listed in Education Code 64000(a) ~~(5 CCR 4610)~~

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5131.62 – Tobacco)
~~(cf. 5141.4 – Child Abuse Prevention and Reporting)~~
(cf. 5148 - Child Care and Development)
(cf. 5148.2 – Before/After School Programs)
(cf. 5148.3 – Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English ~~Language~~ Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging **the occurrence of** unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying), against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, **immigration status,** ethnic group identification, age, religion, marital **status**, pregnancy, or parental status, physical or mental disability, sex, sexual orientation,

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

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

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

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

(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, **a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school,** alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in

UNIFORM COMPLAINT PROCEDURES (continued)

another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.2 – Education of Children of Military Families)
(cf. 6173.3 – Education for Juvenile Court School Students)

~~8. Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)~~

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

98. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

~~10~~9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

10~~1~~. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

11~~2~~. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. ~~One type of~~ ADR ~~is~~ **such as** mediation~~,~~ **may** ~~which shall~~ be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The

UNIFORM COMPLAINT PROCEDURES (continued)

Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

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

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

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

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

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

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

(cf. 5141.4 – Child Abuse Prevention and Reporting)

UNIFORM COMPLAINT PROCEDURES (continued)

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

~~3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.~~

34. Any complaint alleging fraud shall be referred to the **Legal. Audits and Compliance Branch of the** California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

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

~~In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)~~

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
222 Reasonable accommodations; lactating students
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedures
33380-33384 California Indian Education Centers
35186 Williams uniform complaint procedures
44500-44508 California Peer Assistance and Review Program for Teachers0
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49013 Student fees

Legal Reference: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

49060-49079 Student records
49069.5 Rights of parents
49490-49590 Child nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth and homeless children, and former juvenile court school; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52490 Career technical education
52500-52616.24 Adult schools
54000-54029 Economic Impact Aid
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
104420 Tobacco-Use Prevention Education
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6577 Title I basic programs
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference continued:

UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
CODE OF FEDERAL REGULATIONS, TITLE 34
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBILCATIONS
Sample UCP Board Policies and Procedures
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
~~*Questions and Answers on Title IX and Sexual Violence, April 2014*~~
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
~~*Dear Colleague Letter: Sexual Violence, April 2011*~~
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Family Policy Compliance Office: http://familypolicy.ed.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/~~about/offices/list~~/ocr
U.S. Department of Justice: http://www.justice.gov

Policy
adopted: September 4, 2007
revised: November 5, 2013
revised: February 17, 2015
revised: October 20, 2015
revised: April 19, 2016
revised: August 15, 2017
revised: May 1, 2018

WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

UNIFORM COMPLAINT PROCEDURES

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

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

Compliance Officers

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

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

Assistant Superintendent of Personnel Services
Western Placer Unified School District
600 Sixth Street, Suite 400, Lincoln, CA 95648
916-645-5293
Email: gsimon@wpusd.k12.ca.us

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

In no instance shall a compliance officer be assigned to a complaint if he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a **compliance officer or that raises a concern about the** compliance officer's **ability** to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees designated to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those ~~involving~~ **alleging**

UNIFORM COMPLAINT PROCEDURES (continued)

~~alleged~~ unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

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

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

Notifications

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

The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures (UCP) ~~including information regarding unlawful student fees, local control and accountability (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students, and former juvenile court school students~~ to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. **The notification shall include information regarding the prohibition of discrimination, harassment, intimidation shall include information regarding the prohibition of discrimination, harassment intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families.** (Education Code 262.3, 48853, 48853.5, **49010-**49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 0460 – Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 3260 - Fees and Charges)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6173 – Education for Homeless Children)
(cf. 6173.1 – Education for Foster Youth)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 6173.2 – Education of Children of Military Families)
(cf. 6173.3 – Education for Juvenile Court School Students)

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

~~*(cf. 1113 – District and School Web Sites)*~~
~~*(cf. 1114 – District-Sponsored Social Media)*~~

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

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

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints

2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable

3. Advise the complainant of the appeal process, including if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying).

4. Include statements that:

    a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.

UNIFORM COMPLAINT PROCEDURES (continued)

b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline

c. A complaint alleging retaliation, unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.

e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

g. The Board is required to adopt and annually update a local control and accountability plan (LCAP), in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper

UNIFORM COMPLAINT PROCEDURES (continued)

transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

i. A foster youth or homeless student, or former juvenile court school student, **or child of a military family** who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

j. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with the CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

k. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision

l. Copies of the district's uniform complaint procedures are available free of charge.

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

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

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

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation, unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

Filing of Complaint

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

1. A complaint alleging district violation of applicable state or federal law or regulations governing **the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP")** ~~adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs~~ may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered unlawful discrimination by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

UNIFORM COMPLAINT PROCEDURES (continued)

5. When the complainant ~~or alleged victim~~ of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district ~~will~~ **shall** nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

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

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

The use of mediation process does not resolve the problem within the parameters of the law, the compliance officer shall proceed with his/her investigation of the complaint.

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

Investigation of Complaint

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

Within five business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence,

UNIFORM COMPLAINT PROCEDURES (continued)

or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

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

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

A complainant's refusal to provide the district's investigator with documents, or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

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

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

~~Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)~~

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

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

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complainant shall be in writing and shall be sent to the complainant. (5 CCR 4631)

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

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that

UNIFORM COMPLAINT PROCEDURES (continued)

language. In other all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

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

   a. Statements made by any witnesses

   b. The relative credibility of the individuals involved

   c. How the complaining individual reacted to the incident

   d. Any documentary or other evidence relating to the alleged conduct

   e. Past instances of similar conduct by any alleged offenders

   f. Past false allegations made by the complainant

2. The conclusion(s) of law

3. Disposition of the complaint

4. Rationale for such disposition

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

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

   a. **The manner in which** ~~How~~ the misconduct affected one or more students' education

   b. The type, frequency, and duration of the misconduct

   c. The relationship between the alleged victim(s) and offender(s)

   d. The number of persons engaged in the conduct and at whom the conduct was directed

UNIFORM COMPLAINT PROCEDURES (continued)

e. The size of the school, location of the incidents, and context in which they occurred

f. Other incidents at the school involving different individuals

5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

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

   a. The corrective actions imposed on the respondent

   b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.

   c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

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

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

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

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

UNIFORM COMPLAINT PROCEDURES (continued)

Corrective Actions

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

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

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

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

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others

UNIFORM COMPLAINT PROCEDURES (continued)

4. Positive behavior support

5. Referral to a student success team

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

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

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

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

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

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

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

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing to the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Regulation
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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days per week are entitled to 12 days leave of absence, with full pay, for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261 - Leaves)
(cf. 4161.9/4261.9/4361.9 – Catastrophic Leave Program)

Use of Sick Leave

A classified employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)

2. Pregnancy, childbirth and recovery (Education Code 45193)

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

3. Personal necessity as specified in Education Code (Education Code 45207)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical or dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4261.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

~~6~~7. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

~~7~~8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or

PERSONAL ILLNESS/INJURY LEAVE (continued)

his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items ~~#6~~ 7-**8**, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose **employment with** ~~leaves~~ the district **is terminated after at least one calendar year for reasons other than for cause that, if he/she** ~~after at least one school year of employment that if the employee~~ accepts employment in another district, county office of education, or community college district within one year **of the termination of employment**, he/she **shall be entitled to** ~~may~~ request that the district transfer his/her accumulated sick leave to **his/her** ~~the~~ new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a ~~newly hired~~ classified employee who is a **former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component** ~~military veteran with a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs~~ shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment**, including mental health treatment,** for his/her military service-connected disability **rated at 30 percent or higher by the U.S. Department of Veterans Affairs**. An eligible employee **who works** ~~employed~~ less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 45191.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

~~The amount of~~ Leave **for military-service connected disability** shall be **available for 12 months following the first date that the leave was** credited. ~~to the employee on the first day of employment and shall remain available for the following 12 months of employment.~~ Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, regular classified employees shall be credited with no fewer than 100 working days of paid sick leave for personal illness or injury, including current-year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

PERSONAL ILLNESS/INJURY LEAVE (continued)

~~**Differential Pay for**~~ **Parental Leave**

During each school year, ~~any~~ classified employee ~~who has exhausted~~ **may use** all available sick leave, including accumulated sick leave, **for the purpose** ~~and continues to be absent on account~~ of parental leave ~~(baby bonding) pursuant to Government Code 12945.2 shall receive differential pay~~ for **a period** up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. ~~Such parental leave shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period.~~

Eligibility for **such** ~~parental~~ leave ~~pursuant to Education Code 45196.1~~ shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall accrue, on a regular basis, paid sick leave of up to 24 hours. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246

Any short-term or substitute ~~E~~employee ~~shall be entitled~~ **may begin** to use accrued paid sick ~~leave~~ days ~~beginning~~ on the 90th day of his/her employment**, after which he/she may use the sick days as they are accrued**. (Labor Code 246)

PERSONAL ILLNESS/INJURY LEAVE (continued)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

   a. That an employee is entitled to accrue, request, and use paid sick days

   b. The amount of sick days provided by Labor Code 245-249

   c. The terms of use of paid sick days

   d. That discrimination or retaliation against an employee for requesting **and**/or using sick leave is prohibited by law and **that** an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

PERSONAL ILLNESS/INJURY LEAVE (continued)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE
45103 Substitute employees
45190 Leaves of absence and vacations
45191 Leaves of absence for illness and injury
45191.5 Leave for military service connected disability
45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)
45195 Additional leave for nonindustrial accident or illness; reemployment preference
45196 Salary; deductions during sick leave
45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted
45202 Transfer of accumulated sick leave and other benefits
GOVERNMENT CODE
12945.1-12945.2 California Family Rights Act
12945.6 Parental leave
LABOR CODE
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
245-249 Healthy Workplaces, Healthy Families Act of 2014
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.800 Family and Medical Leave Act of 1993
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS
California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957
California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 111 (1970)

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

The Board of Trustees is committed to employing suitable, qualified individuals to **effectively** carry out the district's **vision,** mission, **and goals.** ~~to provide high-quality education to its students and to ensure the efficiency of district operations.~~

(cf. 0000 – Vision)
(cf. 0100 - Goals for the School District)
(cf. 4000 - Concepts and Roles)
(cf. 4100 - Certificated Personnel)
(cf. 4200 - Classified Personnel)
(cf. 4300 - Administrative and Supervisory Personnel)

The Superintendent or designee shall develop **equitable,** fair, ~~open,~~ and transparent recruitment and selection processes and procedures ~~which~~ **that** ensure ~~that~~ individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
~~*(cf. 4031 - Complaints Concerning Discrimination in Employment)*~~
(cf. 4032 - Reasonable Accommodation)
(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she also shall disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations **when appropriate,** as necessary to identify the best possible candidate for a position.

(cf. 4112.61/4212.61/4312.61 – Employment References)

The Superintendent or designee may establish an interview committee, as appropriate, to rank candidates and recommend finalists. **During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.** All discussions and recommendations shall be confidential in accordance with law.

(cf. 2230 – Representative and Deliberative Groups)

~~During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.~~ No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she

RECRUITMENT AND SELECTION (continued)

shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

(cf. 4112 - Appointment and Conditions of Employment)
(cf. 4112.2 - Certification)
(cf. 4112.22 – Staff Teaching English Language Learners)
(cf. 4112.23 – Special Education Staff)
~~*(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)*~~
(cf. 411.8/4212.8/4312./ - Employment of Relatives)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4312.1 - Contracts)

Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination ~~*on the basis of sex*~~
35035 Responsibilities of superintendent
~~*41530-41533 Professional Development Block Grant*~~
44066 Limitations on certification requirement
44259 Teaching credential; exception; designated subjects; minimum requirements
~~*44735 Incentive grants for recruiting teachers for low-performing schools*~~
~~*44740-44741 Personnel Management Assistance Teams*~~
44750 Teacher recruitment resource centers
44830-44831 Employment of certificated persons

Legal Reference: continued on next page

RECRUITMENT AND SELECTION (continued)

Legal Reference: continued

44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations re residency
45103-45138 Employment (classified employees)
49406 Examination for tuberculosis
EDUCATION CODE
200-262.4 Prohibition of discrimination ~~on the basis of sex~~
35035 Responsibilities of superintendent
~~41530-41533 Professional Development Block Grant~~
44066 Limitations on certification requirement
44259 Teaching credential; exception; designated subjects; minimum requirements
~~44735 Incentive grants for recruiting teachers for low-performing schools~~
~~44740-44741 Personnel Management Assistance Teams~~
44750 Teacher recruitment resource centers
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations re residency
45103-45138 Employment (classified employees)
49406 Examination for tuberculosis
GOVERNMENT CODE
815.2 Liability of public entities and public employees
6250-6276.48 Public Records Act
12900-12996 Fair Employment and Housing Act, including:
12940-12956 Discrimination prohibited; unlawful practices
HEALTH AND SAFETY CODE
53570-53574 Teacher Housing Act of 2016
LABOR CODE
432.3 Salary information
UNITED STATES CODE, TITLE 5
552 Freedom of Information Act
UNITED STATES CODE, TITLE 8
1324a Unlawful employment of aliens
1324b Unfair immigration related practices
UNITED STATES CODE, TITLE 20
1681-1688 Title IX prohibition against discrimination
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
~~2000h-2-2000h-6 Title IX, 1972 Education Act Amendments~~
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities
COURT DECISIONS
C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

Management Resources: (see next page)

RECRUITMENT AND SELECTION (continued)

Management Resources:

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS

Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017

WEB SITES

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS

Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017

California County Superintendents Educational Services Association: http://ccsesa.org/recruit

California Department of Education: https://www.cde.ca.gov

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

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

Education Job Opportunities Information Network: http://www.edjoin.org

Teach USA: ~~http://www.calteach.org~~ ***https://culturalvistas.org/programs/us/teach-usa***

U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov

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

Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

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

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

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

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

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

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

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

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

3. Ensuring prompt, thorough, and fair investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies

SEXUAL HARASSMENT (continued)

with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

Any district employee who feels that he/she has been sexually harassed in the performance of his/her district responsibilities or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her direct supervisor, another supervisor, the district's coordinator for nondiscrimination, the Superintendent, or, if available, a complaint hotline or an ombudsman. A supervisor or administrator who receives a harassment complaint shall promptly notify the coordinator.

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

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (52 CCR **110**234964)

~~Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.~~

~~A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.~~

~~Complaints of sexual harassment shall be filed in accordance with AR 4031 – Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.~~

~~*(cf. 4031 – Complaints Concerning Discrimination in Employment)*~~

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

SEXUAL HARASSMENT (continued)

~~*(cf. 4117.4 - Dismissal)*~~
~~*(cf. 4118 - Suspension/Disciplinary Action)*~~
~~*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*~~

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, especially:
12940 Prohibited discrimination
12950 Sexual harassment; distribution of information
12950.1 Sexual harassment training
LABOR CODE
1101 Political activities of employees
1102.1 Discrimination: sexual orientation
CODE OF REGULATIONS, TITLE 2
11009 Employment discrimination
7287.8 Retaliation
11023 Harassment and discrimination prevention and correction
11024 Sexual harassment training and education
11034 Terms, conditions, and privileges of employment
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance
UNITED STATES CODE, TITLE 20
1681-1688 Title IX prohibition against discrimination
UNITED STATES CODE, TITLE 42
~~*2000d-2000d-7 Title VI, Civil Rights Act of 1964*~~
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
~~*2000h-2-2000h-6 Title IX, 1972 Education Act Amendments*~~
CODE OF FEDERAL REGULATIONS, TITLE 34
~~*106.9 Dissemination of policy*~~
106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities
106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities
COURT DECISIONS
Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources: (see next page)

SEXUAL HARASSMENT (continued)

Management Resources:

~~*OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL*~~

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMISSION PUBLICATIONS

~~*Protecting Students from Harassment and Hate Crime, January, 1999*~~

Promising Practices for Preventing Harassment, November 2017

WEB SITES

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

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

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

http://www.ed.gov/about/offices/list/ocr/index.html ~~*ed.gov/offices/OCR*~~

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

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 5 CCR ~~491~~**611034**)

1. Submission to the conduct is made ~~expressly~~ **explicitly** or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of ~~such~~ **the** conduct ~~by the individual~~ is used as the basis for an employment decision affecting ~~him/her~~ **the individual.**

~~3. The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.~~

43. Submission to or rejection of the conduct ~~by the other individual~~ is used as the basis for any decision affecting ~~him/her~~ **the individual** regarding benefits, services, honors, programs, or activities available at or through the district

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

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

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

SEXUAL HARASSMENT (continued)

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit e-mails; displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

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

(cf. 1312.3 - Uniform Complaint Procedures)
~~*(cf. 4031 - Complaints Concerning Discrimination in Employment)*~~
(cf. 4030 – Nondiscrimination in Employment)
(cf. 5145.7 - Sexual Harassment)

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

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

(cf. 4300 – Administrative and Supervisory Personnel)

The district's sexual harassment training and education program for supervisory employees shall ~~include the provision of:~~ **be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following:** (Government Code 12950.1; 2 CCR 1102~~3~~24)

SEXUAL HARASSMENT (continued)

1. Information and practical guidance regarding federal and state laws on the prohibition, ~~against and the~~ prevention, and correction of sexual harassment, ~~and~~ the remedies available to ~~the victims of~~ sexual harassment **victims** in **civil actions, and potential district and/or individual exposure or liability** ~~employment~~

2. ~~Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation~~ **The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources**

3. ~~A component on the prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance~~ **A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment**

4. ~~A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received~~ **Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint**

5. ~~All other contents of mandated training specified in 2 CCR 11023~~ **The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed**

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

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

8. **Practical examples of harassment based on gender identity, gender expression, and sexual orientation**

SEXUAL HARASSMENT (continued)

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024~~23~~)

Notifications

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

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

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

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

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

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

SEXUAL HARASSMENT (continued)

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

PERSONAL ILLNESS/INJURY LEAVE

Certificated employees employed five school days a week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave), per school year of service. Employees who work less than five days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who is entitled to less than three days of paid sick leave due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 44978; Labor Code 245-249)

(cf. 4161/426/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contract with other persons having a contagious disease during the employee's performance of his/her duties; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth and related recovery (Education Code 44965, 44978)

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

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)

6. **Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)**

67. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

~~7~~**8.** Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

For the purposes specified in items #~~6~~-7-**8**, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a ~~newly hired~~ certificated employee who is a ~~military veteran with a military service-connected disability rated at 30 percent or more by the~~ **former active duty member of the** U.S. **Armed Forces or a former or current member of the California National Guard or a federal reserve component** ~~Department of Veterans Affairs~~ shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, **including mental health treatment,** for ~~his/her~~ military service-connected disability **rated at 30 percent or more by the U.S. Department of Veterans Affairs**. An eligible employee **who works less** ~~employed~~ less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 44978.2

PERSONAL ILLNESS/INJURY LEAVE (continued)

~~The amount of leave shall be credited to the employee on the first day of employment and shall remain available for the following 12 months of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)~~

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If failure to so notify the district results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 – Temporary/Substitute Personnel)

Continued Absence after Available Sick Leave is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been

PERSONAL ILLNESS/INJURY LEAVE (continued)

unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

~~**Differential Pay for**~~ **Parental Leave**

During each school year, ~~any~~ certificated employee **may use** ~~who has exhausted~~ all available sick leave, including accumulated sick leave, **for the purpose** ~~and continues to be absent on account~~ of parental leave ~~(baby bonding) pursuant to Government Code 12945.2 shall receive differential pay~~ for **a period** up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. ~~Such parental leave shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period.~~

Eligibility for ~~parental~~ **such** leave ~~pursuant to Education Code 44977.5~~ shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 44977.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick

PERSONAL ILLNESS/INJURY LEAVE (continued)

leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

   a. That an employee is entitled to accrue, request, and use paid sick days

   b. The amount of sick days provided by Labor Code 245-249

   c. The terms of use of paid sick days

   d. That discrimination or retaliation against an employee for requesting or using sick leave is prohibited by law and an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE
44964 Power to grant leave of absence in case of illness, accident or quarantine
44965 Granting of leaves of absence for pregnancy and childbirth
44976 Transfer of leave rights when school is transferred to another district
44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
44977.5 ***Differential pay*** ~~*Salary deduction*~~ *during* ~~*absence from duties for maternity or*~~ *paternity leave up to 12 weeks after sick leave is exhausted*
44978 Provisions for sick leave of certificated employees
44978.1 Inability to return to duty; placement in another position or on reemployment list
44978.2 Leave for military service connected disability
44979 Transfer of accumulated sick leave to another district
44980 Transfer of accumulated sick leave to a county office of education
44981 Leave of absence for personal necessity
44983 Exception to sick leave when district adopts specific rule
44984 Industrial accident or illness
44986 Leave of absence for disability allowance applicant
GOVERNMENT CODE
12945.1-12945.2 California Family Rights Act
12945.6 Parental leave
LABOR CODE
220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014
CODE OF REGULATIONS, TITLE 5
5601 Transfer of accumulated sick leave
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS
Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

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WESTERN PLACER UNIFIED SCHOOL DISTRICT
Lincoln, California

The district shall not ~~interfere with, restrain, or~~ deny ~~the exercise or attempted exercise by any~~ eligible employee **the** ~~of his/her~~ right to ~~any~~ family care~~, and~~ medical, ~~leave~~ or pregnancy disability leave (PDL) **pursuant to** ~~provided through~~ the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA), nor **restrain or interfere with the employee's exercise of such right. In addition, the district** shall **not** ~~it~~ discharge **an employee** or discriminate or retaliate against **him/her for taking such leave for** ~~any employee for his/her involvement in any inquiry or proceeding related to any leave under any of these laws or~~ his/her opposition to or challenge of any unlawful district practice in relation to any ~~rights granted by any~~ of these laws **or for his/her involvement in any related inquiry or proceeding**. (Government Code 12945, 12945.2; **2 CCR 11094;** 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child, a stepchild, a legal ward, or a child **to whom the employee stands** ~~of a person standing~~ in *loco parentis*, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; **2 CCR 11087;** 29 USC 2611)

Eligible employee for FMLA and CFRA purposes means an employee who been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; **2 CCR 11087;** 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means **an employee whose** ~~a woman who, in the opinion of her~~ health care provider **states that the employee,** is: ~~unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or other persons; or who is suffering from severe "morning sickness" or needs to take time off for any pregnancy-related condition including, but not limited to, prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy.~~ (2 CCR **11035**~~7291.2~~)

1. **Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion**

FAMILY CARE AND MEDICAL LEAVE (continued)

2. **Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition**

Parent means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR **11087** ~~7297.0~~; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury, **(including, but not limited to, on-the-job injuries),** impairment, or physical or mental condition **of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse,** that involves either of the following: (Government Code 12945.2; **2 CCR 11087, 11097;** 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, **any subsequent treatment in connection with such inpatient care, or any period of incapacity**

   A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

   ***Incapacity* means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.**

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

   a. A period of incapacity of more than three consecutive **full** days

   b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition

   c. Any period of incapacity ~~of treatment~~ due to pregnancy or for prenatal care under FMLA

FAMILY CARE AND MEDICAL LEAVE (continued)

d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300~~. In addition, for purposes of CFRA, a registered domestic~~ **including same sex** partners **in marriage, or** ~~shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of~~ a registered domestic partner **within the meaning of Family Code 297-297.5**. (Family Code 297.5, **297.5,** 300; 2 CCR **11087** ~~7297.0~~; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA **leave** to eligible employees for **any of** the following reasons: (~~Family Code 297.5;~~ Government Code 12945.2; **12945.6;** 29 USC 2612; 29 CFR 825.112)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child **(parental leave)**

2. To care for the employee's child, parent, spouse with a serious health condition.

3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position.

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

5. To care for a covered servicemember with a serious injury or illness if the **covered servicemember** ~~employee~~ is the **employee's** spouse, child, parent, or next of kin, as defined~~, of the servicemember~~

In addition, the district shall grant ~~any pregnant female employee~~ PDL **to any employee who** ~~during pregnancy, when she~~ is disabled by pregnancy, childbirth, or any related medical condition. (Government Code 12945; 2 CCR **11037** ~~7291.4~~)

FAMILY CARE AND MEDICAL LEAVE (continued)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. **To the extent allowed by law, CFRA and FMLA leaves shall run concurrently.** (Government Code 12945.2; **29 USC 2612**)

This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

In addition, **any employee who is disabled by** ~~for each~~ pregnancy, **childbirth, or other related condition** ~~a female employee~~ shall be entitled to PDL for the period of the disability not to exceed four months. **For a part-time employee, the four months shall be calculated on a proportional basis.** (Government Code 12945; 2 CCR **11042** ~~7291.9~~)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of her child **or to bond with or care for the child.** ~~, if the child has been born by this date (e.g., baby bonding), whether or not she or the child has a serious health condition or disability. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently.~~ (Government Code 12945, 12945.2; 2 CCR ~~7291.13, 7297.6~~)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not ~~have~~ **need** to be taken in one continuous period of time. ~~The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions.~~ (2 CCR **11090;** ~~7297.3~~; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a **combined** total of 12 weeks. This restriction shall apply **regardless of the legal status of both parents' relationships.** ~~whether the parents are married, not married, or registered domestic partners.~~ (Government Code 12945.2; **12945.6;** 29 CCR **11088** ~~7297.1~~; **29** USC 2612)

Use/Substitution of Paid Leave

An employee shall ~~substitute~~ **use** his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district for any **otherwise unpaid** FMLA or CFRA leave not involving his/her own serious health condition. ~~or pregnancy disability.~~ For ~~the employee's~~ PDL, ~~or~~ CFRA, or FMLA leave due to ~~his/her~~ **an employee's**

FAMILY CARE AND MEDICAL LEAVE (continued)

own serious health condition, the employee shall use accrued sick leave ~~pursuant to the collective bargaining agreement and/or Board policy~~ and may use accrued vacation leave and other ~~paid or un~~paid time off at his/her option. (Government Code 12945, 12945.2; **12945.6;** 2 CCR **11044** ~~7291.11~~; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district may limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave **provided it is**~~,~~ not to be greater than one hour. (2 CCR **11042**~~7291.9~~, **11090**~~7297.3~~; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 – Temporary Modified/Light-Duty Assignment)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

~~The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of the medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule. (29 USC 2612; 2 CCR 7297.3)~~

FAMILY CARE AND MEDICAL LEAVE (continued)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. **The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.**

2. **A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.**

3. **The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.**

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

~~An employee shall provide at least verbal notice sufficient to make~~ The district **shall consider an employee's request for** ~~aware of the need to take~~ PDL or family care and medical leave **only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave** and the anticipated timing and duration of the leave. (2 CCR **11050** ~~7291.17~~, **11091** ~~7297.4~~)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement.~~; h~~**H**owever, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR **11091** ~~7297.4~~)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of

FAMILY CARE AND MEDICAL LEAVE (continued)

such designation to the employee. **Failure of an employee to respond to permissible inquires regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying.** (2 CCR **11091**~~7297.4~~**; 29 CFR 825.300**)

When **an employee is able to foresee** the need for ~~the~~ PDL or family care and medical leave ~~is foreseeable, the employee shall provide the district with~~ at least 30 days **in** advance ~~notice~~ for the leave, ~~T~~the employee shall **provide the district with at least 30 days advance notice before the leave.** ~~consult with the~~ When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. **Failure of an employee to provide required notice may result in a denial of leave.** (2 CCR **11050**~~7291.17~~, **11091** ~~7297.4~~)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR **11050**~~7091.17~~, **11091**~~7297.4~~)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR **11091** ~~7297.4~~; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR **11087** ~~7297.0;~~ 29 USC 2613)

1. The date on which the serious health condition began

2. The probable duration of the condition

3. If the employee is requesting leave to care for a child, parent, spouse with a serious health condition, both of the following:

   a. Statement that the serious health condition warrants the participation of a **the** employee to provide care**, such as by providing psychological comfort,**

FAMILY CARE AND MEDICAL LEAVE (continued)

arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision ~~of the child, parent, spouse~~

b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse

4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job

5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

~~In addition, at the employee's option, the certification may include a diagnosis identifying the serious health condition. (2 CCR 7297.0)~~

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA as long as **appropriate notice is given to the employee and** there is no harm **or injury** to the employee. (**2 CCR 11091;** 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; **2 CCR 11091;** 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request

FAMILY CARE AND MEDICAL LEAVE (continued)

certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR **11050**~~7291.17~~)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR **11050** ~~7291.17~~)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR **11050** ~~7291.17~~)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR **11050**~~7291.17~~; 29 USC 2613)

The Superintendent or designee shall not request any genetic information **related to an employee except as authorized by law in accordance with California Genetic Information Nondiscrimination Act of 2011.** ~~, as defined in 42 USC 2000ff, from any employee or his/her family member except as necessary to comply with a certification requirement for PDL or FMLA/CFRA leave purposes or with the prior written authorization of the employee. Any such genetic information received by the district shall be kept confidential in accordance with law. (42 USC 2000ff-1, 2000ff-5)~~

~~**Fitness for Duty**~~

~~Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work.~~

~~*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*~~

~~The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.~~

FAMILY CARE AND MEDICAL LEAVE (continued)

Rights to Reinstatement

Upon granting an employee's request for PDL or **FMLA/CFRA** ~~family care and medical~~ leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR **11043** ~~7291.10~~**, 11089**; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from **FMLA OR CFRA** ~~family care and medical~~ leave~~,~~ to the same or a comparable position if all of the following apply: (Government Code 12945.2; **2 CCR 11089;** 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of those district employees who are employed within 75 miles of the employee's worksite.

2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.

3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR **11043** ~~7291.10~~)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; **2 CCR 11092;** ~~20~~ **29** USC 2614)

FAMILY CARE AND MEDICAL LEAVE (continued)

For up to a maximum of four months for PDL or 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12954.2; 2 CCR **11044, 11092**~~7291.11~~; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not ~~be required to~~ make plan payments for an employee during **any unpaid portion of** the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; **2** CCR **11044,** ~~7291.11~~**11092**)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid **FMLA** leave during **each** ~~the~~ 12-month period established by the district **in the section entitled "Terms of Leave" above,** ~~while a military member is on covered active duty or call to covered active duty status~~ for one or more qualifying exigencies **while he/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 2 CCR 11044, 11092** ~~29 USC 2612; 29 CFR 825.126~~)

~~*Military member* means an employee's spouse, son, daughter, or parent on covered active duty or call to covered active duty status. (29 CFR 825.126)~~

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

FAMILY CARE AND MEDICAL LEAVE (continued)

1. Address issues arising from short notice deployment ~~(~~ **of** up to seven calendar days from the date of receipt of call or order of short notice deployment~~)~~

2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status

3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings

4. Make or update financial and legal arrangements to address a military member's absence

5. Attend counseling provided by someone other than a health care provider

6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment

7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings

8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty

9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting such leave for **qualifying exigencies** ~~the first time~~ shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

FAMILY CARE AND MEDICAL LEAVE (continued)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant **an eligible employee** up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date of leave taken, ~~to an eligible employee~~ to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, ~~an~~ **the** employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness

2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in *loco parentis*. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

FAMILY CARE AND MEDICAL LEAVE (continued)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:

    a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating

    b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

    c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran

    d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26

FAMILY CARE AND MEDICAL LEAVE (continued)

work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications about federal and state law related to PDL or FMLA/CFRA leave:

1. ***General Notice***: Information explaining the provisions of the FEHA/**PDL** and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR **11049, 11095**~~7291.16, 7297.9~~; 29 USC 2619)

   The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the **request** leave, when the need ~~for the leave~~ is reasonably foreseeable **at least 30 days prior to the start of the leave.** (2 CCR **1150, 11091** ~~7291.17, 7297.4~~)

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

2. ***Eligibility Notice***: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR **11049, 11091** ~~7291.16~~; 29 CFR 825.300)

3. ***Rights and Responsibilities Notice***: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as ~~appropriate~~ **applicable**: (29 CFR 825.300)

   a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

FAMILY CARE AND MEDICAL LEAVE (continued)

b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

c. The employee's right to substitute paid leave, whether the district will require ~~substitution~~ **use** of paid leave, conditions related to any ~~substitution~~ **use of paid leave**, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

e. ~~If applicable,~~ t**T**he employee's status as a "key employee," **if applicable,** potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial

f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. ***Designation Notice***: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (**2 CCR 11091;** 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's

FAMILY CARE AND MEDICAL LEAVE (continued)

entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be **use during an otherwise** ~~substituted for~~ unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a **release to return to work** ~~fitness-for-duty~~ certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (**2 CCR 11091. 11097;** 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference: (see next page)

FAMILY CARE AND MEDICAL LEAVE (continued)

Legal Reference:

EDUCATION CODE
44965 Granting of leaves of absence for pregnancy and childbirth
FAMILY CODE
297-297.5 Rights, protections and benefits under law; registered domestic partners
300 Validity of marriage
GOVERNMENT CODE
12926 Fair employment and housing act, definitions
12940 Unlawful employment practices
12945 Pregnancy; childbirth or related medical condition; unlawful practice
12945.1-12945.2 California Family Rights Act
12945.6 Parental Leave
12946 Fair Employment and Housing Act; discrimination prohibited
CODE OF REGULATIONS, TITLE 2
~~*7291.2-7291.16*~~ ***11035-11051*** *Sex discrimination: pregnancy and related medical conditions*
~~*7297.0-7297.11*~~ ***11087-11098 California*** *Family* ***Rights Act*** ~~*care leave*~~
UNITED STATES CODE, TITLE 1
7 Definition of marriage
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, ***as amended***
UNITED STATES CODE, TITLE 42
2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.800 Family and Medical Leave Act of 1993
COURT DECISIONS
United States v. Windsor, (2013) 699 F.3d 169
~~*Re Marriage Cases, (2008) 43 Cal.4th 757*~~
Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864
Tellis v. Alaska Airlines (9th Cir., 2005) 414 F.3d 1045

Management Resources:

~~*FEDERAL REGISTER*~~
~~*The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947*~~
U.S. DEPARTMENT OF LABOR PUBLICATIONS
Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers
WEB SITES
California Department of Fair ***Employment*** ~~*Labor*~~ *and Housing: http://www.dfeh.ca.gov*
U.S. Department of Labor, ~~*Compliance Assistance*~~*, FMLA:* *http://www.dol.gov/whd/fmla*
~~*dol.gov/esa/whd/fmla*~~

NAMING OF FACILITY

The Governing Board shall name district schools and other district-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community

2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance

3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names. ~~A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.~~

(cf. 1220 - Citizen Advisory Committees)

Any name adopted for any new school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.

Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

(cf. 9320 - Meetings and Notices)

When naming or renaming a district school, building, or facility, the Board may specify the duration for which the name shall be in effect.

Memorials

Upon request, the Board shall consider planting commemorative trees, erecting monuments, or dedicating buildings, parts of buildings, athletic fields, gardens, or other district facilities, in memory of deceased students, staff members, community members, and benefactors of the district.

Naming Rights

The Board may grant to any person or entity the right to name any district building or facility. In doing so, the Board shall enter into a written agreement which shall:

1. Specify the benefits to the district from entering into the agreement

2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name

NAMING OF FACILITY (continued)

3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect

4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or district policy

(cf. 0410 - Nondiscrimination in District Programs/Activities)
(cf. 1325 - Advertising/Promotions)
(cf. 3290 - Gifts, Grants and Bequests)

5. Reserve the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the district into disrepute

Legal Reference:
EDUCATION CODE
35160 Authority of governing boards