



# RIVER DELTA UNIFIED SCHOOL DISTRICT

## Notice of a Regular Meeting of the Board of Trustees

By Order of the President of the Board of Trustees, this is a Call for the Regular Meeting of the Board of Trustees of the River Delta Unified School District to be held:

**November 10, 2015**

**Clarksburg Middle School ♦ 52870 Netherlands, Clarksburg, CA**

*A copy of the full agenda (with backup documents but without confidential closed session items) is available for public review at the District Office, 445 Montezuma St., Rio Vista, California, at least 72 hours prior to the announced meeting of the Board of Trustees or online at <http://riverdelta.org> under the heading: Board of Trustees*

### REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
  - 3.1 Announce Closed Session Agenda
  - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)
 

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Time: \_\_\_\_\_
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: \_\_\_\_\_
  - 5.1 Retake Roll Call
 

Member Donnelly \_\_\_\_; Member Fernandez \_\_\_\_; Member Olson \_\_\_\_; Member Rooney \_\_\_\_; Member Riley \_\_\_\_;  
Member Maghoney \_\_\_\_; Member Bettencourt \_\_\_\_
  - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) -- Board President Donnelly
7. Review and Approve the **Open Session** Agenda
 

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific agenda item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. **However, understand the Board may not take action on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}
9. **Reports, Presentations, Information**
  - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
    - 9.1.1 Board Members' report(s)
    - 9.1.2 Committee Report(s)
    - 9.1.3 Superintendent Beno's report(s)
  - 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance, Deferred Maintenance, Maintenance and Operations, Transportation Department, Food Services Department, District Technology, and District - Elizabeth Keema-Aston, Chief Business Officer, Craig Hamblin, Director of MOT
    - 9.2.1 ADA/Enrollment Report - Elizabeth Keema-Aston
    - 9.2.2 Monthly Financial Report - Elizabeth Keema-Aston
    - 9.2.3 Maintenance, Operations & Transportation Update - Craig Hamblin

- 9.3 Other – Education Services' Reports and/or Presentation(s) -
  - 9.3.1 Educational Services and Special Education Updates – Amy Bettencourt
  - 9.3.2 Receive presentation of the District Schools' Single Plan for Student Achievement for school year 2015-2016 presented by Sonia Rambo, Principal of Riverview Middle School

10. **Consent Calendar**

- 10.1 Approve Board Minutes
  - Regular Meeting of the Board, October 13, 2015
- 10.2 Receive and Approve Monthly Personnel Reports
  - As of November 10, 2015
- 10.3 District's Monthly Expenditure Report
  - October 2015
- 10.4 Request the approval of Riverview Middle School's Single Plan for Student Achievement for school year 2015-2016 – Sonia Rambo
- 10.5 Request to approve an Independent Contract with Lee Williams to provide CPR and First Aid to district employees at a cost not to exceed \$5,400– Bonnie Kauzlarich
- 10.6 Request to have declared as surplus the Envision Math inventory at Isleton Elementary School – Antonia Slagle
- 10.7 Request to approve the fund raising event "Tamale Sale" anticipated income of \$1,800 to support the Isleton 6<sup>th</sup> grade Sly Park Science trip – Antonia Slagle
- 10.8 Request to approve the fund raising event "Holiday Dinner" anticipated income of \$500 to support the Isleton 6<sup>th</sup> grade Sly Park Science trip – Antonia Slagle
- 10.9 Request to approve the fund raising event "Poinsettia" anticipated income of \$2,000 to benefit the FFA activities at Rio Vista High School – Vicky Turk
- 10.10 Request to approve the fund raising event "Drive through BBQ" anticipated income of \$3,200 to benefit the FFA activities at Rio Vista High School – Vicky Turk
- 10.11 Request to approve the Independent Contract for Services Agreement with Growing Healthy Children Therapy Services, Inc. to provide Assistive Technology Services for the 2015-2016 school year at a cost not to exceed \$5,000 – Amy Bettencourt
- 10.12 Request to approve the MOU with CommuniCare Health Centers to provide items required by the California Healthy Youth Act, and provide the health education services desired by River Delta USD for Delta High and Clarksburg Middle Schools – Amy Bettencourt
- 10.13 Request the approval to apply for the 2015-2016 Career Technical Education Incentive Grant through the California Department of Education – Amy Bettencourt
- 10.14 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Copper Hills Youth Center) for the 2015-2016 school year at a cost not to exceed \$65,000 – Amy Bettencourt
- 10.15 Request to approve the contact with de Rutte Builders Corporation for the minor demolition and installation of two drinking fountains at Isleton Elementary School – contacted price of \$7,475 – Elizabeth Keema-Aston
- 10.16 Request to approve the additional funding for the 2015-16 General Agreement for Nonpublic, Nonsectarian School/Agency (ProCare Therapy, Inc.) to provide occupational therapy services for district students at a cost not to exceed \$120,000, Special Educational Funds – Amy Bettencourt
- 10.17 Donations to Receive and Acknowledge:
  - Isleton Elementary School – 6<sup>th</sup> Sly Park Science Camp**
    - Mr. and Mrs. Rogan - \$125
    - Van Ruiten Family Winery - \$125
    - Oilwell Materials & Hardware Co. Inc. - \$50
    - Bank of Rio Vista - \$235
  - Rio Vista High School**
    - Mrs. Julie McCormick – Donation of paints and stains for the Industrial Arts Department
    - Mr. Jim Lira – Donation of linguica and rolls for the 10<sup>th</sup> grade snack bar
    - Jim and Marilyn Riley – Deven Davis Memorial Scholarship Fund in memory of Robert "T" Collins
  - Rio Vista High School – Class of 1965 donations will provide a picnic area in the RVHS campus quad**

Larry Williams \$50	Dan O'Connell \$100	Danny Paolinelli \$25
Raymond Robinson \$40	Danny Kamen \$130	Suzanne Brun \$25
Sherry Leonard \$100	Pat Young \$40	Ron Stevenson \$100
Janet Takaki \$10	John Terry \$50	Robert Tussy \$150
Linda Long \$100	Claudyne Wilder \$250	Jim Lira \$250
Laurie Rolfe \$50	Sharon Talesfore \$100	Sid Leutholtz \$100
Craig Lacey \$100	Melinda Azevedo \$100	Kathy Bolhmann \$50
Dan & Naoma \$200	David Brown \$500	Barbara Buchanan \$50
Ned Anderson \$500	John Aye \$20	Shirley Cachola \$250
Jerry DeFlores \$50	Karl Dolk \$500	Linda Sieden \$30
Ralph Fredenburg \$50	Ed Gates \$100	Jeanne Garcia \$100
Becky Hull \$100	Georgia Crane \$100	Susan Calloway \$50
Howard Lamothe \$250	Marle Marks \$100	Michael McGee \$100
Marian Klien \$200	John Palacio \$200	Lupe Castelan \$20
Bob & Shirley Cavigli \$5000		
  - Delta High School**
    - Herbert J. and Lois Hunn Trust - \$100 Donation to Delta Saints Football
    - Warren's Machine and Welding - \$2000 Donation for welding supplies and bottle rentals
    - Jason and Jean-Mari Peltier - \$250 Donation to Delta FFA
    - Esponsor Now Inc. - \$75 Donation to Delta Saints Football
    - The Tyler Uslan Foundation - \$1080 to Delta High School for PSAT payments for 69 Sophomores in the Class of 2018

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

**Action Items -- Individual speakers shall be allowed three minutes to address the Board on any agenda item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration.

11. Request to set and approve the scheduling of the Annual Organizational Meeting of the board of Trustees of the River Delta Unified School District for Tuesday, December 8, 2015 with the Open Session beginning at 6:30pm at the Rio Vista High School Theater – Don Beno  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
  
12. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of July 2015 – Don Beno  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
  
13. Request to the final reading of miscellaneous updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions – Don Beno  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
  
14. Request to approve the proposed District-wide Calendar for the 2016-2017 school year – Don Beno  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
  
15. Request to approve the job description and position for an Interpreter/Translator Position at Range 12 of the Classified Salary Schedule – Don Beno  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
  
16. Re-Adjourn to continue Closed Session, if needed
  
17. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Donnelly
  
18. Adjournment  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstentions: \_\_\_\_\_ Time: \_\_\_\_\_

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**Americans with Disabilities Act Compliance:** Any and all requests for “...any disability-related modification or accommodation, including auxiliary aids or services...” needed to access our agendas or to participate in the public meetings, must be received in writing by the Superintendent’s Office at 445 Montezuma Street, Rio Vista, CA 94571 at least annually before July 1 of each year -- or at least 5 calendar days prior to the individual meeting in question. All inquiries may be directed to the Superintendent’s Office c/o Jennifer Gaston at (707) 374-1711.

**AFFIDAVIT OF NOTICING AND POSTING:**

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries and the River News Herald were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on or before Friday, November 6, 2015, by or before 5:30 p.m.

**By:** *Jennifer Gaston* Jennifer Gaston, Executive Assistant, to the Superintendent.

ATTACHMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT
Notice of a Regular Meeting of the Board of Trustees

By Order of the President of the Board of Trustees, this is a Call for the Regular Meeting of the Board of Trustees of the River Delta Unified School District to be held:

November 10, 2015

Clarksburg Middle School ♦ 52870 Netherlands, Clarksburg, CA

CLOSED SESSION

As provided by Government Code Section 54957, the Board is requested to meet in closed session for consideration of personnel appointment, employment, discipline, complaint, evaluation or dismissal [Government Code Section 54957], possible or pending litigation [Government Code 54956.9(a)(b)(c)], student discipline [Education Code Sections 49070 (c) and 76232 (c)], employee/employer negotiations [Government Code Section 3549.1 and 54957.6], or real property transactions [Government Code Section 54956.8].

A Closed Session will be held beginning at 5:35 p.m. on November 10, 2015, at the Clarksburg Middle School, Clarksburg, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 Student Discipline [Education Code Sections 49070 (c) and 76232 (c)]. - None

4.2 Possible or Pending Litigation [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel Following Conference with Legal Counsel (Kronick, Moskovitz, Tiedemann & Girard, Addison) – Pending or Anticipated Litigation/Potential Case(s) Update(s)
4.2.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations

4.3 Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases [Government Code Section 54957]

Following Conference with Legal Counsel (Kronick, Moskovitz, Tiedemann & Girard, Addison):

Public Employee(s) Evaluation:

- 4.3.1 Certificated
4.3.2 Classified
4.3.3 Public Employee(s) Searches, Appointment, Employment conditions
4.3.4 Complaint, Discipline, Dismissal, Non-reelects, & Releases
4.3.5 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.
4.3.5.1 Administration
4.3.5.2 Confidential
4.3.5.3 RDUTA
4.3.5.4 CSEA

5. Adjourn to Open Session (@6:30 p.m.) Any formal action taken by the Board in the above items will be reported in Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. The meeting may be reconvened as needed (i.e. following the end of Open Session).

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Time: \_\_\_\_\_

jg



**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
 445 Montezuma Street  
 Rio Vista, CA 94571-1651

**BOARD AGENDA BRIEFING**

Meeting Date:	November 10, 2015	Attachments: <u>X</u>
From:	Elizabeth Keema-Aston, Chief Business Officer	Item No.: 9.2.1
<u>SUBJECT:</u>	Monthly Enrollment and ADA Report ( <b>October month 3</b> )	Action Item: <u>    </u>
		Consent Action: <u>    </u>
		Information Only: <u>  x  </u>

Background: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for *2014-2015 and 2015-2016*. The summary also shows the increase/decrease enrollment for current and prior months. The attached charts compare the ADA with Enrollment for the current year and five (5) prior years.

Status: District-wide enrollment ***decreased by 50 students*** compared to the same month last year, decreasing from *2,012 to 1,962* (Does not include Adult Ed)

District-wide enrollment ***decreased by 6*** students compared to last month (*September*), decreasing from *1,968 to 1,962*. (Does not include Adult Ed)

District-wide attendance ***has decreased 7 ADA*** compared to last month (*September*), *1,892 to 1,885*. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

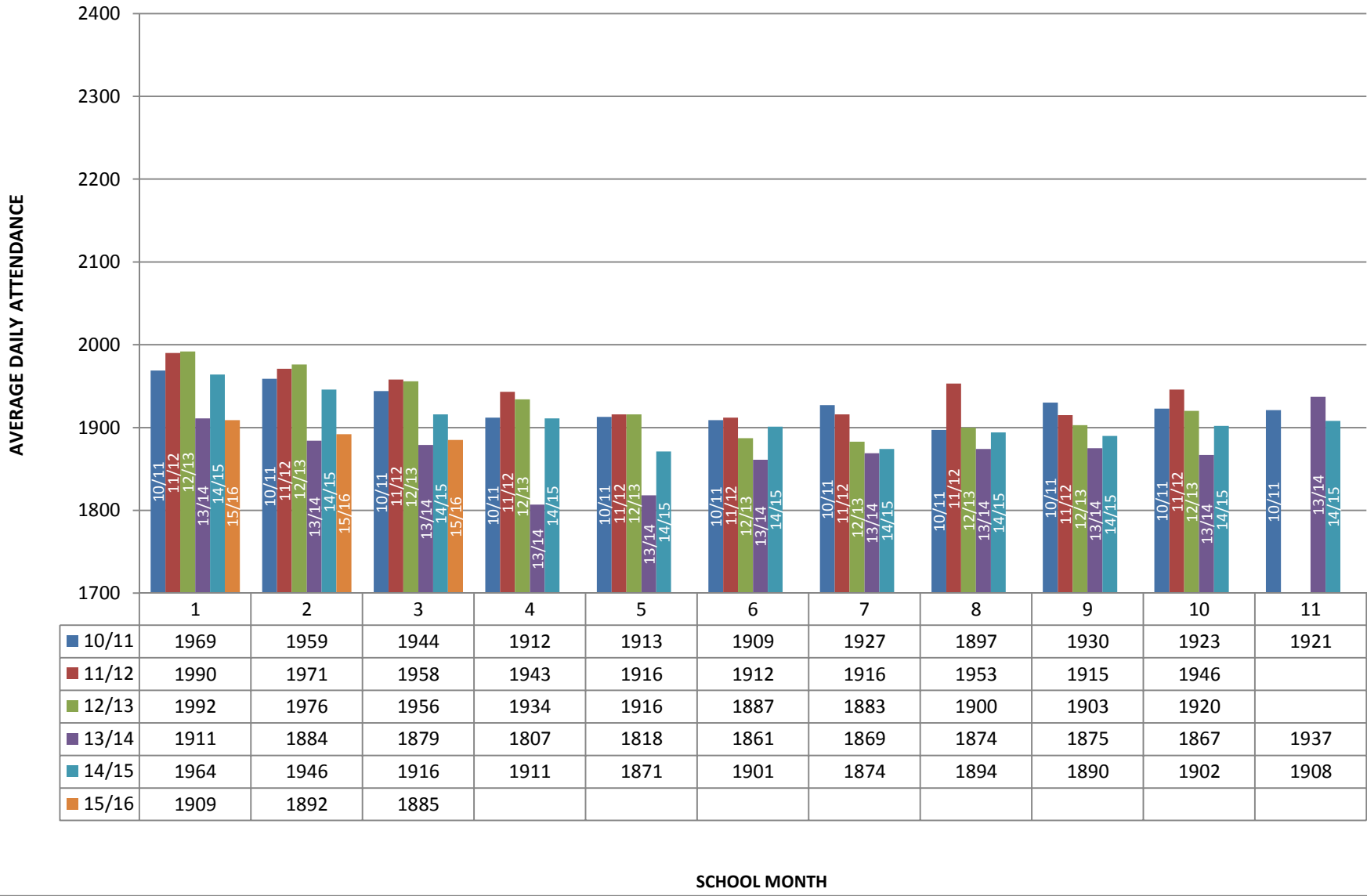
Presenter: Elizabeth Keema-Aston, Chief Business Officer

Recommendation:

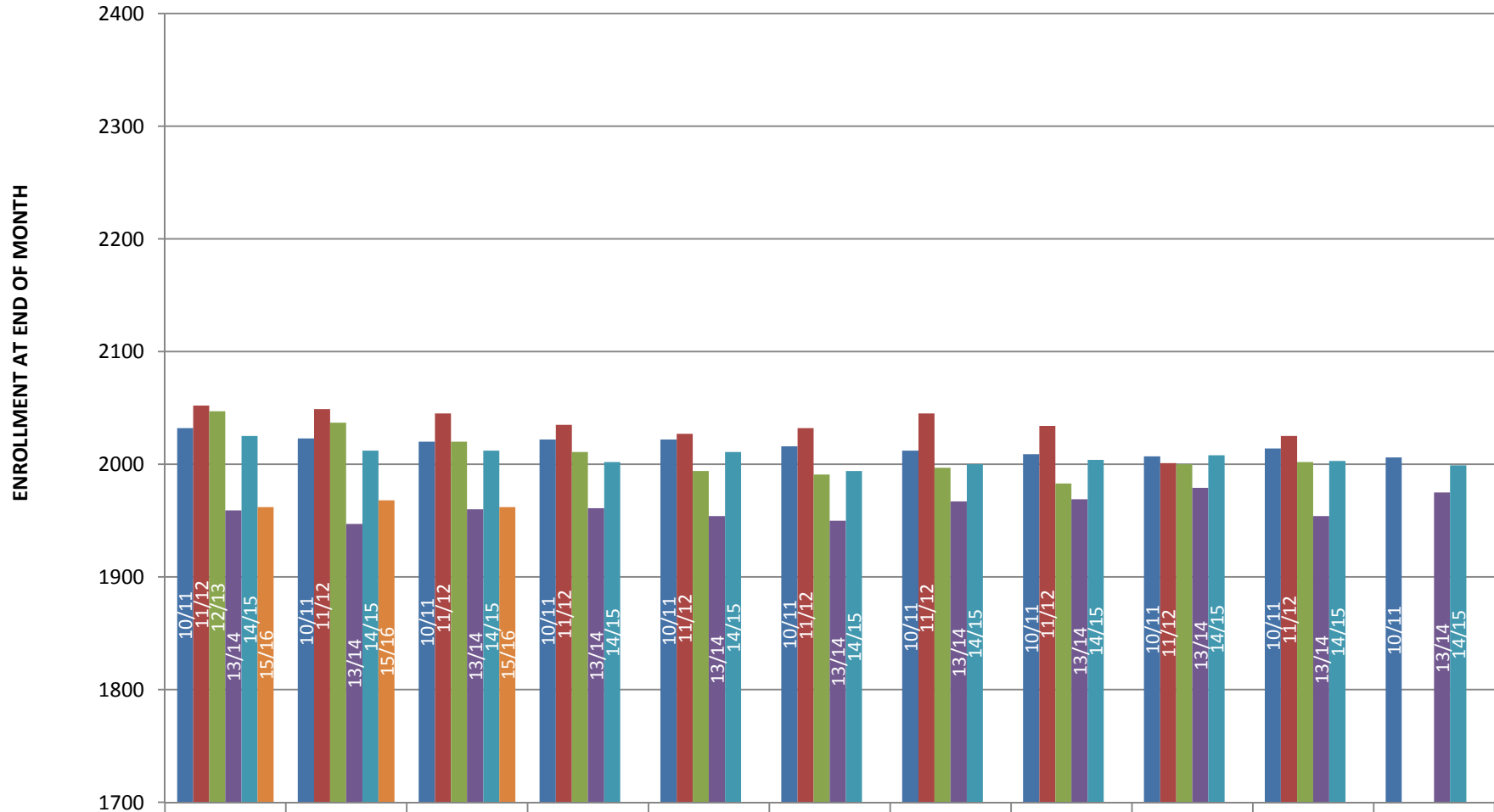
That the Board receives the information presented.

SITE		AUG		% of ADA	SEPT		Incr/Decr From Pr Month	% of ADA	OCT		Incr/Decr From Pr Month	% of ADA
		14-15	15-16		14-15	15-16			14-15	15-16		
BATES	ENR	165	148	98.1%	164	147	-1	98.0%	163	147	0	97.2%
	ADA	163	146		161	146			159	143		
CLARKSBURG (7th & 8th Gr)	ENR	135	147	98.2%	133	146	-1	97.7%	134	145	-1	96.5%
	ADA	131	144		131	143			129	141		
ISLETON	ENR	161	153	98.0%	165	156	3	95.7%	162	159	3	96.3%
	ADA	156	148		160	147			158	150		
RIVERVIEW	ENR	293	284	99.4%	291	283	-1	99.2%	292	284	1	98.4%
	ADA	292	282		282	281			278	278		
WALNUT GROVE	ENR	171	168	97.4%	173	164	-4	95.8%	174	159	-5	97.4%
	ADA	164	164		164	159			166	157		
D.H. WHITE	ENR	415	365	97.7%	405	373	8	97.2%	410	370	-3	97.0%
	ADA	402	356		396	358			389	362		
<b>ELEMENTARY SUB TOTAL</b>	ENR	1,340	1,265		1,331	1,269	4		1,335	1,264	-5	
	ADA	1,308	1,240		1,294	1,234			1,279	1,231		
CLARKSBURG (9th Grade)	ENR	71	69	98.7%	72	67	-2	98.1%	71	69	2	96.3%
	ADA	69	67		69	67			68	65		
DELTA HIGH	ENR	207	208	97.5%	204	210	2	96.0%	203	207	-3	96.0%
	ADA	200	203		198	200			194	199		
RIO VISTA HIGH	ENR	368	387	97.0%	364	385	-2	95.7%	361	381	-4	95.4%
	ADA	354	373		349	364			345	363		
<b>HIGH SCHOOL SUB TOTAL</b>	ENR	646	664		640	662	-2		635	657	-5	
	ADA	623	643		616	631			607	627		
Mokolumne High (Continuation)	ENR	21	18		21	19	1		21	20	1	
	ADA	18	14		17	15			16	15		
River Delta High/Elem (Alternative)	ENR	13	10		15	12	2		16	13	1	
	ADA	5	7		9	7			10	7		
Community Day	ENR	5	5		5	6	1		5	8	2	
	ADA	5	5		4	5			4	5		
<b>TOTAL K-12 LCFF Funded</b>	ENR	2,025	1,962		2,012	1,968	6		2,012	1,962	-6	
	ADA	1,959	1,909		1,940	1,892			1,916	1,885		
Wind River- Adult Ed	ENR	11	17		63	38	21		63	74	36	
<b>TOTAL DISTRICT</b>	ENR	2,036	1,979		2,075	2,006	27		2,075	2,036	30	

## ACTUAL ATTENDANCE



# ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
10/11	2032	2023	2020	2022	2022	2016	2012	2009	2007	2014	2006
11/12	2052	2049	2045	2035	2027	2032	2045	2034	2001	2025	
12/13	2047	2037	2020	2011	1994	1991	1997	1983	2000	2002	
13/14	1959	1947	1960	1961	1954	1950	1967	1969	1979	1954	1975
14/15	2025	2012	2012	2002	2011	1994	2000	2004	2008	2003	1999
15/16	1962	1968	1962								

SCHOOL MONTH



**BOARD OF TRUSTEES  
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015	Attachments: <input checked="" type="checkbox"/> X
From: Elizabeth Keema-Aston, Chief Business Officer	Item Number: <u>9.2.2</u>
<b><u>SUBJECT</u></b> Monthly Financial Report	Action: _____
	Consent Action: _____
	Information Only: <input checked="" type="checkbox"/> X

**Background:**

Each month the Chief Business Officer prepares a monthly financial summary report, showing both budgeted and actual revenues and expenditures for each district fund for the prior month. The report includes: the percentage of the districts ending fund from the prior month, the percentage of the districts ending fund balance (reserves) at the end of the reported month.

This report does not include any encumbered expenditures.

**Status:**

**Presenter:** Elizabeth Keema-Aston, Chief Business Officer

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

Not Applicable

**Recommendation:**

That the Board receives the Monthly Financial report as submitted.

Time: 5 mins.

**River Delta Unified School District**  
 2015-16 Working Budget vs. Actuals Report  
 October 31, 2015

Working Budget					Actuals thru: 10/31/2015						
	<i>Unaudited</i> Beginning Balance ( A )	Net Income/ Contributions in ( B )	Expense/ Contributions out ( C )	Ending Balance ( D )	YTD Income ( E )	YTD Paid to Delta Charter ( F )	YTD Net Revenue ( G )	Percentage Received ( H )	YTD Expense ( I )	Percentage Spent ( J )	
					<b>(G/B=H)</b>				<b>(I/C=J)</b>		
General Fund:											
<b>(01)</b>											
Unrestricted	1,971,946	15,633,460	14,394,960	3,210,446	1,234,629	539,425	1,774,054	11.35%	4,164,827	28.93%	
Restricted	633,531	5,975,478	6,183,333	425,676	982,474		982,474	16.44%	1,364,533	22.07%	
Combined	2,605,478	21,608,938	20,578,293	3,636,123	2,217,103	539,425	2,756,528	12.76%	5,529,360	26.87%	
TRAN's					2,840,000		2,840,000				
General Fund - Fund Balance %	17.67%	<i>Represents Ending Balances divided by Budget Expenses (D/C)</i>									
Other Funds											
Adult Ed. (11)	0	23,575	23,575	-	7,855		7,855	0%	-	0.00%	
Cafeteria ( 13 )	77,304	920,094	858,826	138,572	40,571		40,571	4.41%	198,197	23.08%	
Sp. Res-Other than Cap. Outlay (17)	67,507	(350)	-	67,157	158		158	0.00%	-	0.00%	
Bond Fund ( 21 )	1,057,424	299,119	173,916	1,182,627	202,770		202,770	67.79%	57,308	32.95%	
Bond Fund- SFID #1 South (22)	385,668	(5,133)	14,500	366,035	920		920	0.00%	11,770	81.17%	
Bond Fund - SFID #2 North (23)	103,993	(3,452)	16,500	84,041	585		585	0.00%	8,787	53.25%	
Developer Fees (25)	43,868	239,405	239,404	43,869	35,556		35,556	14.85%	214,020	89.40%	
County School Facilities (35)	1,210,627	-	1,207,475	3,152	3,152		3,152	0.00%	0	0.00%	
Capital Projects (49)	36,031	(319)	-	35,712	84		84	0.00%	0	0.00%	

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: 11-10-15

Attachments:  X

From: Craig Hamblin

Item Number: 9.2.3

**SUBJECT**      Monthly M.O.T. Information Report

Action: \_\_\_\_\_

Consent Action: \_\_\_\_\_

Information Only:  X

**Background:**

To provide a monthly update on the activities of the Maintenance, Operations & Transportation departments

**Status:**

See attached monthly report for the period of October 2015

**Presenter**

Craig Hamblin

**Other People Who Might Be Present**

**Cost &/or Funding Sources**

**Recommendation:**

That the Board receives this information

Time: 5 mins.

**Maintenance, Operations & Transportation**  
**Monthly Report for Board Meeting**  
**November 10, 2015**

During the month of October the Maintenance and Operations Departments completed routine maintenance at all school sites and the district office. Work consisted of the cleaning and stocking bathrooms, classrooms, offices and common areas. Small repairs were made on plumbing valves, sinks and faucets at multiple sites. Landscaping and pest management was completed by the district's gardeners and pest management personnel in preparation of winter rains. The maintenance team ran trouble shooting from multiple power failures which caused internet outages district wide. The Transportation Department ran shorthanded due to a non-employee hitting a district vehicle causing injuries of two employees. Other non-routine projects have been captured below.

**Maintenance & Operations:**

- **Clarksburg Middle School**
  - Williams' inspection/repairs - \$581.72  
(Installed sanitary napkin depositories; concrete repair; T-8 ballasts and bulbs; replaced laminate on edge of cabinet)
  
- **Delta High School**
  - Replaced electric pump for pesticide sprayer - \$140.29
  - Replaced 2 12 Volt deep cycle batteries in auto scrubber - \$281.96
  - Replaced motor in vacuum cleaner - \$197.22
  - Repair herbicide sprayer - \$115.32
  
- **D.H. White Elementary School**
  - Replaced swamp cooler thermostat - \$497.36
  
- **Rio Vista High School**
  - Installed new transformer at scorers shack - \$2,838.01
  - Installed temporary fencing behind softball field for football game - \$202.32
  - Installed new pump motor in ice machine - \$876.53
  - Moved smart board projector back for projection enlargement in Rm. 211 - \$153.28
  - Replaced facet on sink in staff room - \$116.23
  - Installed 26' of cable across ally between woodshop and trash compactor - \$143.97
  
- **Riverview Middle School**
  - Centered axle and replaced wheels on scrubber machine - \$339.20
  
- **Walnut Grove Elementary School**
  - Williams' inspection/repairs - \$356.26  
(Painted ceiling in Room #1; replaced laminate on edge of cabinet; replaced screen vent)
  
- **District Office**
  - Moved desk from mailroom to hall by conference room and moved in new copier - \$159.84

**BOARD OF TRUSTEES  
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: \_\_\_x\_\_\_

From: Don Beno, Superintendent

Item Number: 10.1

**SUBJECT** Request to approve the minutes of the Board of Trustee's meeting held on October 13, 2015.

Action: \_\_\_\_\_  
Consent Action: x\_\_\_\_  
Information Only: \_\_\_\_\_

**Background:**

Attached are the minutes for the Board of Trustee's meetings held on:  
October 13, 2015

**Status:**

The board is to review for approval.

**Presenter**

Jennifer Gaston, recorder

**Other People Who Might Be Present** Board

**Cost &/or Funding Sources** None

**Recommendation:**

That the Board approves the Minutes as submitted.

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## MINUTES

### REGULAR MEETING

October 13, 2015

1. **Call Open Session to Order** – Board President Donnelly called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on October 13, 2015, at Bates Elementary School, Courtland, California.
2. **Roll Call of Members:**
  - Sarah Donnelly, President
  - Alicia Fernandez, Vice President
  - Don Olson, Clerk
  - Seann Rooney, Member
  - Marilyn Riley, Member
  - Katy Maghoney, Member
  - David Bettencourt (Absent)

Also present: Don Beno, Superintendent.
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
  - 3.1 Board President Donnelly announced items on the Closed Session Agenda.
  - 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
4. **Board President Donnelly asked for a motion to adjourn the meeting to Closed Session @ 5:37 pm**

Member Fernandez moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)
5. **Open Session was reconvened at 6:37 pm**
  - 5.1 Roll was retaken, Member Bettencourt was absent, and all other members were present.

Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer, and Jennifer Gaston, Recorder.
  - 5.2 The Pledge of Allegiance was led by Maria Elena Becerra, Principal of Bates Elementary, Mokelumne High and Community Day Schools.
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
  - 6.1 Board President Donnelly reported the Board took the following actions:

The Board took action by approving expulsion case #1516-311-001

Member Fernandez moved to approve, Member Olson seconded. Motion carried by roll call vote: 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney.): 0 (Nays) : 1 (Absent: Bettencourt)

The Board also took action by approving the stipulated expulsion case #1516-311-002

Member Fernandez moved to approve, Member Riley seconded. Motion carried by roll call vote: 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney.): 0 (Nays) : 1 (Absent: Bettencourt)

Information was received from Mr. Beno regarding negotiations with RDUTA and CSEA, no action was taken and guidance was provided.

The Board discussed potential litigation, information was received, no action was taken and guidance was provided.

The Board provided the Superintendent with his annual evaluation, no action was taken and guidance was provided.
7. **Review and Approve the Open Session Agenda**

Board President Donnelly requested a motion to approve the Open Session Agenda.

Member Fernandez moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)

8. **Public Comment:** None to report

9. **Reports, Presentations, Information**

9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –

- 9.1.1 Board Members' report(s): Member Maghoney reported that she attended the Rio Vista High School vs. Delta High School Football game. Member Olson attended the Rio Vista's homecoming football game and enjoyed seeing all the floats. Member Riley attended an away football game Friday, October 9<sup>th</sup>. Member Fernandez reminded everyone that November 8<sup>th</sup> is the 50<sup>th</sup> Annual Clarksburg Country Run hosted at Delta High and Clarksburg Middle Schools. Member Fernandez hopes to see the district's cross country teams at the event. Member Donnelly announced that Ms. Stiles has been a big part in launching Rio Vista's first Turkey Trot coming Thanksgiving morning at 8:00am and will benefit the cross country teams in Rio Vista.
- 9.1.2 Committee Report(s): None to report
- 9.1.3 Superintendent Beno's report(s) – Mr. Beno commended Mr. Myers on how he handled the recent vehicle accident and how he kept the district informed. Two employees were injured when hit by another vehicle on their way home from a training. Mr. Myers stayed at the hospital until he knew the employees were alright and family members had arrived. Mr. Myers worked well into the night rescheduling bus routes for the following day so the students would arrive to school on a timely basis.

9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance, Deferred Maintenance, Maintenance and Operations, Transportation Department, Food Services Department, District Technology, and District Budget – Elizabeth Keema-Aston, Chief Business Officer; Craig Hamblin, Director of Maintenance, Operations and Transportation

- 9.2.1 ADA/Enrollment Report – Ms. Keema-Aston reported the enrollment has increased by six students since prior month totaling 1968. However the district's ADA has decreased by 17 most likely due to many students out as a result of illness. Total ADA from this time last year has decreased by 48. The district will keep monitoring this trend in preparation for next year's budget.
- 9.2.2 Monthly Financial Report – Ms. Keema-Aston reported that the budget is on track as anticipated for this fiscal year. Ms. Keema-Aston noted that Fund 11 has been re-activated to use for our Maintenance of Effort (MOE) for the district's Adult Education Program. The program received \$23,000 from the MOE and the Sacramento County Office of Education requires it to be deposited in fund 11. Clarification was made regarding the process of reimbursement on the expenditure report that follows.
- 9.2.3 Maintenance, Operations & Transportation Update, Craig Hamblin, Director of MOT thanked Mr. Myers as well for the updates with the transportation incident. Mr. Hamblin reported the two employees were on the mend follow the accident. Mr. Hamblin reported the main gates at Bates Elementary School are in working order. Craig Hamblin will contract the fire chief in Courtland to verify that both gates can remain lock during school hours. Mr. Hamblin will work with Ms. Becerra to confirm that both gates and working properly.

9.3 Other Education Services' Reports and/or Presentation(s) –

- 9.3.1 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, CAHSEE, and textbook and instructional materials – Third Quarter (July - September) – Amy Bettencourt reported that no complaints were received during this quarter.
- 9.3.2 Educational Services and Special Education Updates – Amy Bettencourt handed out copies to the public and the Board of the district's PI Year 3 Plan Evidence of Progress for 2014-2015 for review.
  - 9.3.2.1 California Assessment of Student Performance and Progress (CAASPP) data Presentation – Amy Bettencourt gave a presentation of the district's CAASPP results as well as a comparison of the district's results to those of the county. Ms. Bettencourt advised the Board that each student's results will be sent home to their parents.

9.4 Public Hearing – To acknowledge California School Employees' Association (CSEA)'s Sunshined proposals for negotiation with River Delta Unified School District for 2015-2016

**Open Public Hearing 7:32 pm                      Public Comment: None to report                      Close Public Hearing 7:32 pm**

10. **Consent Calendar**

- 10.1 Approve Board Minutes  
Regular Meeting of the Board, September 8, 2015
- 10.2 Receive and Approve Monthly Personnel Reports  
As of October 13, 2015
- 10.3 District's Monthly Expenditure Report  
September 2015

- 10.4 Request the approval of the Memorandum of Understanding Agreement #5 with the Sacramento County Office of Education who will provide funding to support the District's Bullying Prevention Program – Pierre Laleau
- 10.5 Request the approval to apply for The Mr. Holland's Opus musical grant for Bates Elementary School for the 2015-2016 school year – Maria Elena Becerra
- 10.6 Request to have declared as surplus the attached list of musical instruments from Bates Elementary School. Instruments to be sold as parts and or scrap metal – Maria Elena Becerra
- 10.7 Request to approve the independent contract with B Street Theatre a non-profit to provide sessions for the After School Program in Isleton, Walnut Grove and Bates Elementary Schools. Cost not to exceed \$3,600 from the ASES grants – Amy Bettencourt
- 10.8 Request to approve the Medi-Cal Administrative Claiming Agreement with Sutter County Superintendent of Schools for the 2015-2016 school year – Amy Bettencourt
- 10.9 Request to approve the Poinsettia Fund-Raising Event anticipated income of \$5,200 to benefit Delta High School's FFA – Laura Uslan
- 10.10 Request to approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2015-2016 School year to provide theatre instruction aligned with Common Core State Standards (CCSS) to K-3 students not to exceed \$2,250 – Antonia Slagle
- 10.11 Request to approve the out of state travel for Sue Moehlenbrock to attend the Council of Administrators of Special Education (CASE) Annual Conference hosted in Atlanta, Georgia, Cost not to exceed \$2,000 – Amy Bettencourt
- 10.12 Request to approve the Leave of Absence from Marie Calles – Bonnie Kauzlarich
- 10.13 Request to approve for action sale and donation of surplus District vehicles – Craig Hamblin
- 10.14 Request to acknowledge the "Sunshined" California School Employees' Association negotiation proposals to The River Delta Unified School District for 2015-2016 – Don Beno
- 10.15 Request to approve the out-of-country travel for Delta High School students to travel to Italy during Spring Break (March 10-March 27, 2016) as part of the Travel Abroad Program – Aaron Munoz & Laura Uslan
- 10.16 Donations to Receive and Acknowledge:
  - Rio Vista High School – Rio Vista Rams Football Game Day Breakfast**  
Mrs. Cheryl Apple
  - Rio Vista High School – Athletic Teams**  
Mr. Tom Havens (\$500) Large industrial Fan
  - Rio Vista High School – Portable PA system (\$200)**  
Loretta Abbott
  - Rio Vista High School – In memory of Jared Brisso**  
Mr. and Mrs. Jerry Penick
  - Isleton Elementary School – Musical Instruments**  
Ronda Howard (approx. value \$928.94)

Member Fernandez requested that item numbers 10.7, 10.10 and 10.11 be pulled for Board discussion

Member Fernandez moved to approve the consent calendar pulling item numbers 10.7, 10.10 and 10.11 for discussion. Member Riley seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)

Board President Donnelly acknowledged those who donated and thanked them for their support. Member Riley recognized other members of the community that donated to the Rio Vista Rams Football Game Day Breakfast, Christy and Hoot Apple, The Rosella Family and Vicky Turk.

Mrs. Bettencourt answered questions and made clarification of the items pulled from the consent calendar. Ms. Bettencourt promised the Board that Sue Moehlenbrock would report back after returning from the (CASE) Annual Conference.

Item 10.7 Member Fernandez moved to approve, Member Rooney seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)

Item 10.10 Member Fernandez moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)

Item 10.11 Member Maghoney moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)

- 11. Public Hearing – To acknowledge River Delta Unified School District's negotiation proposals to the California School Employees' Association (CSEA) for 2015-2016 – Don Beno

**Open Public Hearing 7:43 pm**

**Public Comment: None to report**

**Close Public Hearing 7:43 pm**

Request to "Sunshine" the River Delta Unified School District's negotiation proposals to the California School Employees' Association (CSEA) Chapter 319 for 2015-2016 – Don Beno



Member Riley moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)

12. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of April 2015 – Don Beno asked that AR 1330 Use of Facilities be removed from the final reading for review and will be re-submitted for a final reading at the December’s Board Meeting.

Member Rooney moved to approve pulling AR 1330 Use of Facilities for review, Member Fernandez seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)

13. Request to approve the First reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions including minor revisions as of July 2015 – Don Beno

Member Rooney moved to approve, Member Fernandez seconded. Motion carried 6 (Ayes: Donnelly, Fernandez, Olson, Rooney, Riley, Maghoney): 0 (Nays) : 1 (Absent: Bettencourt)

14. Request the approval for River Delta Unified School District to participate in the Adult Education Block Grant Consortium (AEBG) and to approve Pierre Laleau as the district’s official representative and Elizabeth Keema-Aston as the alternative representative – Elizabeth Keema-Aston

Member Rooney excused himself from the meeting at 7:46 pm. Member Riley moved to approve, Member Maghoney seconded. Motion carried 5 (Ayes: Donnelly, Fernandez, Olson, Riley, Maghoney): 0 (Nays) : 2 (Absent: Rooney, Bettencourt)

15. Request to increase the scope of service with the Lease Leaseback contract with de Rutte Builders for the Rio Vista High School gym repairs to include the needed repairs on the Ag Mechanics Building – Don Beno

Member Olson moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Donnelly, Fernandez, Olson, Riley, Maghoney): 0 (Nays) : 2 (Absent: Rooney, Bettencourt)

16. Re-Adjourn to continue Closed Session was not necessary.

17. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Donnelly – adjournment to closed session was not necessary, therefore nothing to report.

18. Adjournment

Member Fernandez moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Donnelly, Fernandez, Olson, Riley, Maghoney): 0 (Nays) : 2 (Absent: Rooney, Bettencourt)

The meeting was adjourned at 7:51 p.m.

Submitted:

Approved:

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Don Beno, Superintendent and  
Secretary to the Board of Trustees

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Don Olson, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder  
End

BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: November 10, 2015

Attachments: x\_\_\_  
Item No. 10.2

SUBJECT MONTHLY PERSONNEL TRANSACTION REPORT

Action: \_\_\_\_\_

Consent: X\_\_\_

Background

Status:

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

Recommendation: That the Board approve the Monthly Personnel Transaction Report as submitted.

Time: \_\_\_\_\_



**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item No.: 10.3

Action Item:     

Consent Action: X

Information Only:     

**SUBJECT:** Approve Monthly Expenditure Summary

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**Background:** The staff prepares a report of expenditures for the preceding month.

**Presenter:** Elizabeth Keema-Aston, Chief Business Officer

**Other People Who Might Be Present:**

**Cost and/or Funding Sources:**

Not Applicable

**Recommendation:**

That the Board approves the monthly expenditure summary report as submitted.

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, Nov 02, 2015, 9:04 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696  (707) 374-6317 N	171.47	2036 TRANS SMOG TESTS	10/22/2015	16315147 PO-160171	171.47	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010  (800) 608-2272 N	273.60	SEPT 2015 DUES OCT 2015 DUES	10/06/2015 10/27/2015	16312405 PV-160116 16316116 PV-160163	136.80 136.80	N N
014394 ADVANCES CLASSROOM TECHNOLOGY 13350 41ST AVE NE MARYSVILLE, WA 98271  (800) 355-2905 N	330.00	14319 RVHS PROF SERV	10/08/2015	16312906 PO-160504	330.00	N
013334 ADVANTEL 3265 RAMOS CIRCLE SACRAMENTO, CA 95827  (800) 377-4911 N	510.00	6057310 WG PHONE REPAIR	10/08/2015	16312922 PO-160371	510.00	N
002739 ALL WEST COACHLINES INC 7701 WILBUR WAY SACRAMENTO, CA 95828  (916) 423-4000 N	700.00	56838 DHS SPORTS TRANSP	10/29/2015	16351317 PO-160322	700.00	N
012964 ASSOCIATED VALUATION SERVICES 1501 COFFEE ROAD SUITE N MODESTO, CA 95355  (209) 543-8245 N	1,023.62	5009 WITS INVENTORY	10/13/2015	16313429 PO-160231	1,023.62	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
003876 ATKINSON ANDELSON LOYA 12800 CENTER COURT DRIVE SUITE 300 CERRITOS, CA 90703	128.54	FRISK HANDBOOKS	10/29/2015	16351292	PO-160338	42.85	E
		FRISK HANDBOOKS	10/29/2015	16351292	PO-160338	42.85	E
		FRISK HANDBOOKS	10/29/2015	16351292	PO-160338	42.84	E
(562) 653-3200		Y					
013413 B STREET THEATRE 2711 B STREET SACRAMENTO, CA 95816	400.00	659 BATES BULLY PREV SHOW	10/22/2015	16315136	PO-160626	400.00	N
(916) 442-5635		N THEATRE FOR CH					
012312 BALLANCE MPT, MICHAEL R 12270 KIRKWOOD STREET HERALD, CA 95638	325.00	SP ED SEPT 15 PHY THERAPY	10/29/2015	16351318	PO-160376	325.00	7
(209) 663-8013		Y BALLANCE, MICH					
014367 BANK OF AMERICA PO BOX 15710 WILMINGTON, DE 19886-5710	2,711.80	WG MUSIC SUPPLIES SHEETMUSICPL	10/22/2015	16315137	PO-160395	371.22	N
		FIRST 5 TONERS AMAZON	10/22/2015	16315137	PO-160449	75.69	N
		ED SV ORGANIZERS PLANNERPAD	10/22/2015	16315137	PO-160459	102.92	N
		ED SV ORGANIZERS PLANNERPAD	10/22/2015	16315137	PO-160459	8.23	N
( 0) - 0		N					
		ED SV ORGANIZERS PLANNERPAD	10/22/2015	16315137	PO-160459	8.23	N
		SP ED SUPPLIES BMT MICRO	10/22/2015	16315137	PO-160461	249.00	N
		GODADDY 1 YR DOMAIN TRANSFER	10/22/2015	16315137	PO-160488	10.17	N
		SP ED WEIGHTS IRONWEARFITNESS	10/22/2015	16315137	PO-160492	4.18	N
		SP ED WEIGHTS IRONWEARFITNESS	10/22/2015	16315137	PO-160492	4.18	N
		SP ED WEIGHTS IRONWEARFITNESS	10/22/2015	16315137	PO-160492	52.20	N
		BATES FRIDGE SEARS.COM	10/22/2015	16315137	PO-160493	479.38	N
		DHW CHRMBK CHRGRS AMAZON	10/22/2015	16315137	PO-160498	11.51	N
		DHW CHRMBK CHRGRS AMAZON	10/22/2015	16315137	PO-160498	143.88	N
		DHW CHRMBK CHRGRS AMAZON	10/22/2015	16315137	PO-160498	11.51	N
		DHW GIGABIT SWITCH AMAZON	10/22/2015	16315137	PO-160499	27.82	N
		RVHS ABBOTT CONF	10/22/2015	16315137	PO-160507	100.00	N
		MEMOSCAPE CDS HINJOSA	10/22/2015	16315137	PO-160508	29.98	N
		MEMOSCAPE CDS HINJOSA	10/22/2015	16315137	PO-160508	2.40	N
		MEMOSCAPE CDS HINJOSA	10/22/2015	16315137	PO-160508	2.40	N
		SP ED CASSETTE PLAYER WALMART	10/22/2015	16315137	PO-160532	71.98	N
		MAINT SANIT NAPKIN DISPENSER	10/22/2015	16315137	PO-160538	236.30	N
		MAINT SANIT NAPKIN DISPENSER	10/22/2015	16315137	PO-160538	18.90	N

MAINT SANIT NAPKIN DISPENSER	10/22/2015	16315137	PO-160538	18.90-	N
ED SV BOOKS AMAZON	10/22/2015	16315137	PO-160542	344.32	N
ED SV GILLILAND HOTEL	10/22/2015	16315137	PO-160545	174.03	N
SP ED BOOMER SUPPLIES AMAZON	10/22/2015	16315137	PO-160550	74.80	N
DHW CHROMEBOOK CHARGERS AMAZON	10/22/2015	16315175	PV-160152	168.11	N
DHW CHROMEBOOK CHARGERS AMAZON	10/22/2015	16315175	PV-160152	13.45	N
DHW CHROMEBOOK CHARGERS AMAZON	10/22/2015	16315175	PV-160152	13.45-	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010853 BARRY MCCLAIN P.O. BOX 458 COURTLAND, CA 95615  (916) 775-1426	7.20	MAINT REPAIR SERVICE	10/29/2015	16351337 PV-160170	7.20	Y
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553  (209) 465-1986	27,159.21	DHW CAMERA SURVEILLANCE 2711042150871 MAINT RMS ALRM DO ALARM DO ALARM DO ALARM RMS ALARM DO ALARM RVHS ALARM RVHS ALARM RVHS ALARM DO ALARM	10/01/2015 10/15/2015 10/22/2015 10/22/2015 10/22/2015 10/22/2015 10/22/2015 10/22/2015 10/22/2015 10/22/2015 10/22/2015	16311959 PO-160074 16314048 PO-160270 16315176 PV-160153 16315176 PV-160153 16315176 PV-160153 16315176 PV-160153 16315176 PV-160153 16315176 PV-160153 16315176 PV-160153 16315176 PV-160153 16315176 PV-160153	270.90 19,289.00 236.16 115.00 3,449.83 393.81 635.71 309.96 153.15 1,962.76 342.93	N N N N N N N N N N N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680  ( ) -	297.36	ASP REIMB SUPPLIES ASP REIMB SUPPLIES ASP REIMB SUPPLIES SEPT 15 MILEAGE SEPT 15 MILEAGE SEPT 15 MILEAGE ASP AUGUST MILEAGE ASP AUGUST MILEAGE ASP AUGUST MILEAGE	10/08/2015 10/08/2015 10/08/2015 10/13/2015 10/13/2015 10/13/2015 10/22/2015 10/22/2015 10/22/2015	16312907 PO-160463 16312924 PO-160463 16312924 PO-160463 16313452 TC-160044 16313452 TC-160044 16313452 TC-160044 16315184 TC-160055 16315184 TC-160055 16315184 TC-160055	36.18 36.17 36.18 44.31 44.31 44.32 18.63 18.63 18.63	N N N N N N N N N
012728 BENTON FENCE & DRILLING P.O. BOX 190 ACAMPO, CA 95220  (209) 339-2303	4,710.00	5931 MAINT FENCING COURTLAND	10/08/2015	16312908 PO-160311	4,710.00	N
010795 BETTENCOURT, AMY 4348 LELIA DRIVE RIO VISTA, CA 94571  (916) 777-5350	195.38	ED SV REIMB SUPPLIES ED SV SUPPLIES	10/06/2015 10/13/2015	16312395 PO-160487 16313430 PO-160487	83.03 112.35	N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492  (707) 837-7407 N	447.75	MAINT PROJ #247 MAGNOLIA	10/06/2015	16312406 PV-160114	447.75	N
014399 BNY MELLON PO BOX 30170 COLLEGE STATION, TX 77842-3170  ( 0) - 0 N	85.89	ISLE SURETY BOND CERTIFICATE	10/01/2015	16311955 PO-160557	85.89	N
013700 BOOMER, ANASTASIA 340 MONTEZUMA ST. #D RIO VISTA, CA 94571  ( ) - N	176.68	SP ED REIMB SUPPLIES	10/06/2015	16312396 PO-160349	176.68	N
014095 BROOKS, MEGAN 2620 4TH AVENUE SACRAMENTO, CA 95818  ( ) - N	200.00	RVHS REIMB SUPPLIES	10/29/2015	16351293 PO-160361	200.00	N
001288 CAGE, AMY 15020 REYNOSA DR. RANCHO MURIETA, CA 95683  ( ) - N	86.39	BATES SUPPLIES	10/13/2015	16313431 PO-160413	86.39	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150  (888) 237-1333 N	580.27	WG WATER SERVICE WG WATER SERVICE WG WATER SERVICE	10/13/2015 10/13/2015 10/13/2015	16313446 PV-160136 16313446 PV-160136 16313446 PV-160136	218.05 235.02 127.20	N N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981	154.00	ZRI007 RMS DRINKING WATER ZRI007 RMS DRINKING WATER	10/13/2015 10/29/2015	16313432 PO-160113 16351319 PO-160113	26.75 127.25	7 7

14410 W.G. THORNTON RD  
WALNUT GROVE, CA 95690

(916) 776-1544

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742	287.00	5092087 MAINT WATER TESTING	10/22/2015	16315149 PO-160204	28.00	N
		5092089 MAINT WATER TESTING	10/22/2015	16315149 PO-160204	140.00	N
		5092095 MAINT WATER TESTING	10/22/2015	16315149 PO-160204	56.00	N
		5091693 MAINT WATER TESTING	10/22/2015	16315149 PO-160204	35.00	N
( ) - N GLOBAL LABS IN		5092085 MAINT WATER TESTING	10/22/2015	16315149 PO-160204	28.00	N
013184 CALIFORNIA PUBLIC EMPLOYEE'S CASHIERING UNIT PO BOX 942703 SACRAMENTO, CA 94229-2703	4,429.70	OCT 2015 ADMIN COST ACTIVE EMP	10/06/2015	16312407 PV-160125	120.22	N
		OCT 2015 ADMIN COST ACTIVE EMP	10/06/2015	16312407 PV-160125	158.80	N
		OCT 15 ADMIN COST RETIREES	10/06/2015	16312407 PV-160126	899.70	N
		OCT 15 ADMIN COST RETIREES	10/06/2015	16312407 PV-160126	941.40	N
		OCT 15 ADMIN COST RETIREES	10/06/2015	16312407 PV-160126	74.52	N
( ) - N		OCT 15 ADMIN COST RETIREES	10/06/2015	16312407 PV-160126	38.28	N
		NOV 2015 EMP SHARE RETIREES	10/27/2015	16316117 PV-160161	65.75	N
		NOV 2015 EMP SHARE RETIREES	10/27/2015	16316117 PV-160161	775.60	N
		NOV 2015 EMP SHARE RETIREES	10/27/2015	16316117 PV-160161	38.62	N
		NOV 2015 EMP SHARE RETIREES	10/27/2015	16316117 PV-160161	941.40	N
		NOV 2015 ADMIN COST ACTIVE EMP	10/27/2015	16316117 PV-160162	118.11	N
		NOV 2015 ADMIN COST ACTIVE EMP	10/27/2015	16316117 PV-160162	163.91	N
		NOV 2015 ADMIN COST ACTIVE EMP	10/27/2015	16316117 PV-160162	93.39	N
011649 CALIFORNIA STATE UNIVERSITY SACRAMENTO 6000 J STREET SACRAMENTO, CA 95819-6010	6,150.00	1064412 ED SV NISONGER AP WKSP	10/06/2015	16312385 PO-160005	750.00	N
		1064412 ED SV WALKER AP WRKSHP	10/06/2015	16312385 PO-160007	750.00	N
		1064412 ED SV STARK AP WRKSHP	10/06/2015	16312385 PO-160009	750.00	N
		1064412 ED SV SADLER AP WRKSHP	10/06/2015	16312385 PO-160010	800.00	N
		1064412 ED SV BULLOCK AP WRKSP	10/06/2015	16312385 PO-160012	750.00	N
( ) - N		1064412 ED SV SODERLAND AP WRK	10/06/2015	16312385 PO-160013	800.00	N
		1064412 ED SV MILLER AP WRKSP	10/06/2015	16312385 PO-160014	750.00	N
		1064412 ED SV DEMERS AP WRKSP	10/06/2015	16312385 PO-160017	800.00	N
014413 CALLEN, COURTNEY 5001 8TH AVENUE SACRAMENTO, CA 95820	76.16	AUG 15 MILEAGE	10/08/2015	16312943 TC-160031	76.16	N
( 0) - 0 N						
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615	165.60	AUG 15 MILEAGE	10/08/2015	16312944 TC-160033	64.40	N
		MAINT SEPT MILEAGE	10/22/2015	16315185 TC-160056	101.20	N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010393 CAPITOL BUILDERS HARDWARE 4699 24TH STREET SACRAMENTO, CA 95822	21,122.46	203577 RMS PROJ REAR CORRIDOR 203603/203607 RVHS PROJ GYM DR	10/22/2015 10/22/2015	16315146 PO-160243 16315146 PO-160244	9,907.06 11,215.40	N N
( ) -						N
014395 CAPITOL UPHOLSTERY 2825 HART AVE W. SACRAMENTO, CA 95691	250.00	1441 TRANS BUS SEAT UPHOLSTERY	10/06/2015	16312386 PO-160517	250.00	N
(916) 371-2244						N
011128 CARLI, BETH P.O. BOX 116 RYDE, CA 95680	64.77	BATES SUPPLIES	10/08/2015	16312925 PO-160415	64.77	N
( ) -						N
014422 CASE OSIGIAN OFFICE CENTRE 101 KATELYN CIRCLE, SUITE E WARNER ROBINS, GA 31088	500.00	221 MOELENBROK CASE CONF	10/29/2015	16351294 PO-160628	500.00	N
( 0) - 0						N
014406 CASTELLANOS, MARTHA PO BOX 1159 WALNUT GROVE, CA 95690	34.50	CAFE REIMB YVONNE	10/06/2015	16312416 PV-160118	34.50	N
( 0) - 0						N
013918 CENGAGE LEARNING 10650 TOEBBEN DRIVE INDEPENDENCE, KY 41051	2,608.85	56190506 ED SV BOOKS DHW	10/13/2015	16313426 PO-160483	2,608.85	N
(800) 354-9706						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( ) - N	3,686.61	WG WASTE SERV BATES WASTE SERV ISLE WASTE SERV TRANS WASTE SERV MOKE WASTE SERV	10/01/2015 10/01/2015 10/01/2015 10/01/2015 10/01/2015	16311962 PV-160111 16311962 PV-160111 16311962 PV-160111 16311962 PV-160111 16311962 PV-160111	770.18 1,251.86 1,455.65 129.98 78.94	N N N N N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641  (916) 777-7847 N	470.00	150910 BATES AC REPAIR	10/01/2015	16311963 PV-160109	470.00	N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039  ( ) - N	263.38	27560579 CMS XEROX LEASE	10/22/2015	16315150 PO-160318	263.38	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641  (916) 777-7770 N	411.05	50247 ISLE SEWER	10/08/2015	16312926 PO-160092	411.05	N
000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571  ( ) - N RIO VISTA FIRE	6,445.26	RVHS SEWER DO WATER RVHS WATER DO SEWER RMS SEWER RMS WATER	10/22/2015 10/22/2015 10/22/2015 10/22/2015 10/22/2015 10/22/2015	16315177 PV-160154 16315177 PV-160154 16315177 PV-160154 16315177 PV-160154 16315177 PV-160154 16315177 PV-160154	1,529.07 178.30 2,109.70 148.62 853.28 1,626.29	N N N N N N
014088 CLINE, SUZANNE 451 ANDERSON WAY RIO VISTA, CA 94571  ( ) - N	115.00	FIRST 5 SEPT MILEAGE	10/13/2015	16313453 TC-160045	115.00	N



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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013796 CLM GROUP INC, THE 11000 SW STRATUS STREET #360 BEAVERTON, OR 97008  (800) 755-0904 N	223.83	28469 CAFE SUPPLIES	10/27/2015	16316115 PO-160100	223.83	N
013914 COMCAST HOLDINGS CORPORATION ONE COMCAST CENTER 32ND FLOOR PHILADELPHIA, PA 19103  (800) 266-2278 N	827.08	DO INTERNET DHW INTERNET RMS INTERNET RVHS INTERNET DO INTERNET	10/06/2015 10/06/2015 10/06/2015 10/06/2015 10/22/2015	16312408 PV-160113 16312408 PV-160113 16312408 PV-160113 16312408 PV-160113 16315178 PV-160155	93.92 207.74 212.49 189.00 123.93	N N N N N
013922 COMPREHENSIV DRUG TESTING PO BOX 11869 SANTA ANA, CA 92711  ( ) - N	198.00	41535 DOT DRUG TESTING	10/29/2015	16351320 PO-160174	198.00	N
013455 CREATIVE BUS SALES INC. 13501 BENSON AVE CHINO, CA 91710-5232  (909) 465-5528 N	1,211.80	TRANS SEPT & OCT 15	10/27/2015	16316100 PO-160175	1,211.80	N
014424 CROCKER, ANGELA 14801 HWY 160 #40 ISLETON, CA 95641  (707) 249-0448 N	5.00	CAFE REIMB GAVIN	10/22/2015	16315193 TC-160057	5.00	N
013798 CROWE HORWATH LLP 320 E JEFFERSON BOULEVARD PO BOX 7 SOUTH BEND, IN 46624-0007  ( ) - Y	16,000.00	745-1976877 AUDITING SERV 745-1976877 AUDITING SERV	10/01/2015 10/01/2015	16311960 PO-160121 16311961 PO-160121	8,000.00 8,000.00	7 7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014147 CSF/CJSF CENTRAL OFFICE PMB #421 16458 BOLSA CHICA HUNTINGTON BEACH, CA 92649  (800) 437-3347 N	75.00	DHS ANNUAL CSF DUES	10/13/2015	16313427 PO-160595	75.00	N
013476 CURRICULUM ASSOCIATES 153 RANGWAY RD NORTH BILLERICA, MA 01862  (800) 225-0248 Y	822.93	90384210 ED SV BOOKS DHW	10/29/2015	16351296 PO-160502	822.93	Y
014409 CURRY, RICH 519 AVIATOR CIRCLE SACRAMENTO, CA 95835  (916) 627-0060 N	16.00	CAFE REIMB ROBIN	10/06/2015	16312417 PV-160122	16.00	N
013302 D & S PRESS 1105 "A" AIRPORT ROAD RIO VISTA, CA 94571  (707) 374-2442 N	276.36	786 RMS FORMS 751 ISLE SLAGLE BUSINESS CARDS	10/08/2015 10/22/2015	16312909 PO-160548 16315138 PO-160436	205.92 70.44	N N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139  (888) 693-2827 N	27,996.79	129738 DW MICROSOFT LICENSING 129737 ISLE NURSE COMPUTER 129730 BARRACUDA RENEWAL 3 YRS 129116 BUS OFF LAPTOP 129876 DW MONTHLY TECH SRV 129876 DW MONTHLY TECH SRV 129876 DW MONTHLY TECH SRV 129876 DW MONTHLY TECH SRV 129876 DW MONTHLY TECH SRV 129876 DW MONTHLY TECH SRV 129433 ED SV CHROMEBOOK 129994 BATES CISCO SWITCHES	10/06/2015 10/06/2015 10/06/2015 10/08/2015 10/13/2015 10/13/2015 10/13/2015 10/13/2015 10/13/2015 10/13/2015 10/22/2015 10/27/2015	16312387 PO-160490 16312387 PO-160494 16312387 PO-160505 16312938 PV-160131 16313433 PO-160094 16313433 PO-160094 16313433 PO-160094 16313433 PO-160094 16313433 PO-160094 16315139 PO-160350 16316101 PO-160568	9,292.38 820.02 2,049.00 981.65 201.10 100.55 201.10 7,541.25 2,011.00 409.55 4,389.19	N N N N N N N N N N N N
012807 DELTA ELEMENTARY CHARTER SCHOOL	137,330.00	OCTOBER TAX IN LIEU	10/06/2015	16312409 PV-160123	137,330.00	N

36230 N SCHOOL ST  
CLARKSBURG, CA 95612

(916) 995-1335

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014423 DETAILED MEETINGS, INC PROJECT LEAD THE WAY 3964 DAUNTLESS DRIVE RANCHO PALOS VERDE, CA 90275  (310) 750-6015	2,125.00	PLTW ANNUAL CONF REGIST	10/22/2015	16315140 PO-160630	2,125.00	N
014067 DISCOVERY OFFICE SYSTEMS 2250 APOLLO WAY, SUITE 100 SANTA ROSA, CA 95407  (707) 570-1000	416.73	55E1282524 WG MAINT AGREEMENT 55E1281176 ISLE COPIER 55E1274611 BATES MAINT AGRMNT 55E1269901 BATES MAINT AGRMNT 55E1286391 ISLE COPIER 55E1284819 BATES MAINT AGRMTN	10/13/2015 10/13/2015 10/13/2015 10/13/2015 10/27/2015 10/29/2015	16313434 PO-160248 16313434 PO-160496 16313434 PO-160526 16313434 PO-160526 16316108 PO-160496 16351321 PO-160526	150.94 67.08 52.83 28.48 36.73 80.67	N N N N N N
014373 DOMTAR CORPORATION 100 KINGSLEY PARK DRIVE FORT MILL, SC 29715-6475  (800) 458-4640	2,825.00	1118371 RVHS PAPER 1118371 RVHS PAPER 1118371 RVHS PAPER 1118371 RVHS PAPER	10/01/2015 10/01/2015 10/01/2015 10/01/2015	16311956 PO-160252 16311956 PO-160252 16311956 PO-160252 16311956 PO-160252	825.00 500.00 500.00 1,000.00	N N N N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328  ( ) -	248.13	DO DRINKING WATER 100815 DO DRINKING WATER	10/08/2015 10/22/2015	16312923 PO-160126 16315148 PO-160126	131.36 116.77	N N
001285 DUBOIS, PATRICIA 422 ST. FRANCIS WAY RIO VISTA, CA 94571  ( ) -	27.49	SEPT 15 MILEAGE	10/08/2015	16312945 TC-160032	27.49	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166  ( ) -	14,067.77	207649 TRANS FUEL 207918 TRANS FUEL 208090 TRANS FUEL 208654 TRANS FUEL 208500 TRANS FUEL 208335 TRANS FUEL	10/08/2015 10/08/2015 10/08/2015 10/22/2015 10/22/2015 10/22/2015	16312927 PO-150053 16312927 PO-150053 16312927 PO-150053 16315151 PO-150053 16315151 PO-150053 16315151 PO-150053	1,112.80 926.16 2,033.11 1,726.74 2,240.23 1,786.63	N N N N N N

207986 TRANS GREASE PUMP	10/22/2015	16315179	PV-160156	1,339.72	N
208704/208654 TRANS FUEL	10/29/2015	16351322	PO-150053	2,902.38	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014414 EASY ENGLISH TIMES PO BOX 5614 NAPA, CA 94581  (707) 253-9641	52.00	3802 CBET SUBSCRIPTION	10/29/2015	16351297 PO-160588	52.00	N
013789 EMISSIONS RETROFIT GROUP 4522 PARKER AVE STE 200 MCCLELLAN, CA 95652-2027  (916) 473-7393	440.25	3-33000 TRANS SUPPLIES	10/13/2015	16313435 PO-160177	440.25	N
		TUCKERMAN RESO				
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482  (916) 653-5380	414.60	L0932436416 SEF EXP CHARGE	10/13/2015	16313447 PV-160137	414.60	N
013853 ESPECIALNEEDS 11469 OLIVE BLVD # 198 ST LOUIS, MO 63141  (877) 664-4565	63.85	151547 SP ED SUPPLIES 151547 SP ED SUPPLIES 151547 SP ED SUPPLIES	10/29/2015 10/29/2015 10/29/2015	16351298 PO-160571 16351298 PO-160571 16351298 PO-160571	5.11- 5.11 63.85	N N 7
		KOURI, CARRIE				
013177 EZ PROMOTIONS 8677 CARLIN AVENUE SACRAMENTO, CA 95823  (916) 776-1627	375.17	7153STAFF DHW STAFF SHIRTS 7153STAFF DHW STAFF SHIRTS 7153STAFF DHW STAFF SHIRTS	10/06/2015 10/06/2015 10/06/2015	16312388 PO-160572 16312388 PO-160572 16312388 PO-160572	1.31- 1.31 375.17	N N Y
		RUTH MORGAN				
014408 FRICKE, RONDA PO BOX 980503 W. SACRAMENTO, CA 95798  (707) 514-6560	44.60	CAFE REIMB DYLAN	10/06/2015	16312418 PV-160121	44.60	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	14,410.46	DW PHONE SERVICES	10/15/2015	16314049 PV-160143	4,996.48	N
		T1 LINE	10/15/2015	16314049 PV-160143	647.44	N
		T1 LINE	10/15/2015	16314049 PV-160143	647.44	N
		MAINT PHONE SERVICE	10/15/2015	16314049 PV-160143	157.63	N
		MAINT PHONE SERVICE	10/15/2015	16314049 PV-160143	160.49	N
( ) - N		DHS PHONE SERVICE	10/15/2015	16314049 PV-160143	1,307.17	N
		ISLE PHONE SERVICE	10/15/2015	16314049 PV-160143	606.60	N
		DHW PHONE SERVICE	10/15/2015	16314049 PV-160143	392.63	N
		RMS PHONE SERVICE	10/15/2015	16314049 PV-160143	42.73	N
		RMS PHONE SERVICE	10/15/2015	16314049 PV-160143	44.56	N
		RMS PHONE SERVICE	10/15/2015	16314049 PV-160143	71.22	N
		RMS PHONE SERVICE	10/15/2015	16314049 PV-160143	473.23	N
		MAINT PHONE SERVICE	10/15/2015	16314049 PV-160143	79.72	N
		RADIO RIO PHONE SERVICE	10/15/2015	16314049 PV-160143	112.97	N
		MOKE PHONE SERVICE	10/15/2015	16314049 PV-160143	104.75	N
		RVHS PHONE SERVICE	10/15/2015	16314049 PV-160143	1,157.57	N
		TRANS PHONE SERVICE	10/15/2015	16314049 PV-160143	319.59	N
		TRANS PHONE SERVICE	10/15/2015	16314049 PV-160143	42.73	N
		TRANS PHONE SERVICE	10/15/2015	16314049 PV-160143	261.63	N
		T1 LINE	10/15/2015	16314049 PV-160143	647.44	N
		T1 LINE	10/15/2015	16314049 PV-160143	647.44	N
		BATES PHONE SERVICE	10/15/2015	16314049 PV-160143	617.45	N
		CMS PHONE SERVICE	10/15/2015	16314049 PV-160143	395.49	N
		BATES PHONE SERVICE	10/15/2015	16314049 PV-160143	69.90	N
		WG PHONE SERVICE	10/15/2015	16314049 PV-160143	310.67	N
		CAFE PHONE SERVICE	10/15/2015	16314057 PV-160143	54.58	N
		CAFE PHONE SERVICE	10/15/2015	16314057 PV-160143	40.91	N
014190 GCR TIRE CENTERS 1401 RICHARDS BLVD SACRAMENTO, CA 95811	2,046.21	85941479 TRANS TIRES	10/22/2015	16315152 PO-160179	2,046.21	N
(916) 800-0934 N						
013897 GOV CONNECTION INC 7503 STANDISH PLACE ROCKVILLE, MD 20855	1,879.22	53063483 SP ED SURFACE PRO	10/06/2015	16312389 PO-160477	1,268.40	N
		53133096 RMS DOCUMENT CAMERA	10/29/2015	16351299 PO-160563	610.82	N
(800) 800-0019 N						
013615 GROVES, LORI	44.85	STALEDATE WARRANT 15522207	10/06/2015	16312410 PV-160128	44.85	N



340 MONTEZUMA STREET "A"  
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012288 HALL, JENNIFER PO BOX 1024 ISLETON, CA 95641  ( ) - N	122.07	MAINT SEPT MILEAGE	10/22/2015	16315186 TC-160058	122.07	N
011356 HANDWRITING WITHOUT TEARS 8001 MACARTHUR BOULEVARD CABIN JOHN, MD 20818  (301) 263-2700 N NO TEARS LEARN	556.90	981286 DHW KINDER WRKBOOKS	10/08/2015	16312910 PO-160520	556.90	N
012872 HARLAND TECHNOLOGY SERVICES PO BOX 45550 OMAHA, ME 68145-0550  (800) 228-3628 N SCANTRON CORPO	776.00	13760843 RMS MAINT AGMNT	10/29/2015	16351300 PO-160583	776.00	N
012871 HARTFORD INSURANCE COMPANY FLOOD INS PROCESSING CENTER P.O. BOX 410024 SALT LAKE CITY, UT 84141-0024  ( 0) - 0 N	28,645.00	ISLE BLDG B FLOOD INS ISLE BLDG D FLOOD INS ISLE BLDG A FLOOD INS	10/15/2015 10/15/2015 10/15/2015	16314050 PV-160145 16314050 PV-160145 16314050 PV-160145	9,533.00 9,579.00 9,533.00	N N N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 9055 DES MOINES, IA 50368-9055  ( ) - N	1,394.55	RVHS SUPPLIES 3562156 RVHS SUPPLIES MAINT SUPPLIES DHS AG SUPPLIES	10/06/2015 10/15/2015 10/22/2015 10/22/2015	16312397 PO-160440 16314041 PO-160440 16315153 PO-160038 16315153 PO-160514	106.25 25.14 438.31 824.85	N N N N
012532 HOUGHTON MIFFLIN 222 BERKELEY STREET BOSTON, MA 02116-3764  ( ) - N HOUGHTON MIFFL	8,242.09	951779193 ED SV BOOKS 951698732 SP ED FORMS 951828095 ED SV BOOKS 951832438 ED SV BOOKS 951833026 ED SV BOOKS 951841279 ED SV BOOKS 951832437 ED SV BOOKS	10/08/2015 10/29/2015 10/29/2015 10/29/2015 10/29/2015 10/29/2015 10/29/2015	16312912 PO-160486 16351302 PO-160146 16351302 PO-160552 16351302 PO-160552 16351302 PO-160554 16351302 PO-160554 16351302 PO-160555	1,020.60 6,163.70 282.08 14.76 240.33 333.80 186.82	N N N N N N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116  (800) 225-5425 N	15,178.45	951752305 ED SV BOOKS 951791554 ED SV BOOKS 951779194 SP ED BOOKS RMS 951630485 ED SV BOOKS 951600414 ED V BOOKS 951610542 ED SV BOOKS 957783257 ED SV BOOKS 951825716 ED SV BOOKS	10/08/2015 10/08/2015 10/08/2015 10/08/2015 10/29/2015 10/29/2015 10/29/2015 10/29/2015	16312911 PO-160479 16312911 PO-160479 16312911 PO-160495 16312939 PV-160132 16351301 PO-160261 16351301 PO-160261 16351301 PO-160264 16351301 PO-160530	1,879.00 2,175.42 259.28 3,500.00 1,629.53 2,043.37 3,525.00 166.85	N N N N N N N N
013807 HUBERT COMPANY LLC 9555 DRY FORK ROAD HARRISON, OH 45030  (800) 543-7374 N K + K AMERICA	1,085.03	502915 CAFE EQUIP REPAIR SERV	10/08/2015	16312937 PO-160116	1,085.03	N
000215 INDEPENDENT COPY SERVICE 155 DELTA WAY RIO VISTA, CA 94571  (916) 743-2699 Y MIKE KENNEDY	796.80	15-5246 BATES SUPPLY 14-478 BATES SERV CONTRACT	10/29/2015 10/29/2015	16351303 PO-160446 16351303 PO-160636	6.80 790.00	Y Y
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206  (707) 374-4037 N	5,026.01	2685824 RVHS SUPPLIES 2682245 RDHS COMPUTER TABLES 2685824/2687976 RVHS SUPPLIES 2692727 DHW SUPPLIES 2690685 RVHS SUPPLIES 2692113/2691460 ISLE SUPPLIES 2692113/2691460 ISLE SUPPLIES 2692113/2691460 ISLE SUPPLIES 2701688 ISLE TONER 2699712 RVHS SUPPLIES 2669872 BATES SUPPLIES 2669872 BATES SUPPLIES 2669872 BATES SUPPLIES	10/06/2015 10/06/2015 10/06/2015 10/08/2015 10/13/2015 10/15/2015 10/15/2015 10/15/2015 10/27/2015 10/29/2015 10/29/2015 10/29/2015 10/29/2015	16312398 PO-160024 16312390 PO-160353 16312398 PO-160474 16312913 PO-160063 16313436 PO-160474 16314039 PO-160407 16314039 PO-160407 16314039 PO-160407 16316109 PO-160610 16351323 PO-160474 16351323 PO-160635 16351323 PO-160635 16351323 PO-160635	123.98 1,914.30 438.90 498.50 185.67 261.93 .92 .92 1,133.82 257.44 .75 .75 211.47	N N N N N N N N N N N N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912  (916) 928-0770 N	3,983.33	0B3248/0B2974 WG MAINT AGRMNT 0B2956/0B7916 ED SV MAINT CNTR 0B8156 RVHS MAINT AGRMNT 0B2746 BUS OFF COPIER MAINT 0B3353 DO FAX MAINT	10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015	16314042 PO-160161 16314042 PO-160167 16314042 PO-160199 16314042 PO-160232 16314042 PO-160234	321.90 146.50 94.12 37.77 36.15	N N N N N

0B4246/0B4358/0B4249	DHS CNTRT	10/15/2015	16314042	PO-160327	517.40	N
0AY458/0B4488	BATES MAINT	10/15/2015	16314042	PO-160388	137.80	N
0B3282	DO PRINTER OVERAGES	10/15/2015	16314051	PV-160146	62.29	N
0B3282	DO PRINTER OVERAGES	10/15/2015	16314051	PV-160146	22.04	N
0B3282	DO PRINTER OVERAGES	10/15/2015	16314051	PV-160146	37.52	N
0B3282	DO PRINTER OVERAGES	10/15/2015	16314051	PV-160146	13.65	N
0B3282	DO PRINTER OVERAGES	10/15/2015	16314051	PV-160146	54.16	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
000107 INLAND BUSINESS (Continued...)		0B3282 DO PRINTER OVERAGES	10/15/2015	16314051	PV-160146	141.37	N
		0B3282 DO PRINTER OVERAGES	10/15/2015	16314051	PV-160146	3.85	N
		0B3282 DO PRINTER OVERAGES	10/15/2015	16314051	PV-160146	196.28	N
		0BE131/0BD784 WG MANIT AGRMNT	10/27/2015	16316110	PO-160161	818.78	N
		09Z935/0AA276 DO COPIER MAINT	10/27/2015	16316110	PO-160235	73.92	N
		CMS MAINT AGRMTN	10/27/2015	16316110	PO-160319	71.89	N
		0AA183 DHS SERVICE CONTRACT	10/27/2015	16316110	PO-160327	244.56	N
		0AC584 BATES MAINT AGRMNT	10/27/2015	16316110	PO-160388	101.65	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	6.84	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	.25	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	144.03	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	83.70	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	103.30	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	100.47	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	7.28	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	90.11	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	268.82	N
		091706 DO OVERAGES	10/27/2015	16316118	PV-160168	44.93	N
012870 INTEGRATED FIRE SYSTEMS 269 TECHNOLOGY WAY SUITE 5 ROCKLIN, CA 95765  (530) 637-5322	210.00	17982 MAINT DHS/CMS MONITORING	10/13/2015	16313437	PO-160560	210.00	N
014398 JANE JOHNSON SPEECH THERAPY 9300 W. STOCKTON BLVD STE 200 ELK GROVE, CA 95758  (916) 896-1144	210.00	3535 SP ED SPEECH THRPY	10/15/2015	16314043	PO-160556	210.00	N
014163 JIMENEZ, ARTURO 5346 BIRK WAY SACRAMENTO, CA 95835  ( ) -	146.33	FIRST 5 SEPT MILEAGE FIRST 5 CONF REIMB	10/13/2015 10/22/2015	16313454 16315187	TC-160046 TC-160059	122.76 23.57	N N
014023 JORGENSEN SPORTS SERVICE 4735 WHITNEY BOULEVARD	6,531.00	RVHS SPORTS OFFICIALS	10/08/2015	16312914	PO-160567	6,531.00	7

ROCKLIN, CA 95677

(916) 624-4243

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014407 JUDGE, MONIQUE 3737 FRASER ISLAND RD WEST SACRAMENTO, CA 95691  (916) 747-1569 N	65.40	CAFE REIMB SKYLAR, DANIEL JOEL	10/06/2015	16312419 PV-160117	65.40	N
013785 JUPITER ED, INC. 211 SOUTH STREET, SUITE 351 PHILADELPHIA, PA 19147  (888) 367-9764 N	480.00	14336 DHW JUPITER ED	10/08/2015	16312915 PO-160575	480.00	N
013884 KIMBALL MIDWEST DEPT L-2780 COLUMBUS, OH 43260-2780  (614) 219-6100 N	347.55	4406869 TRANS SUPPLIES	10/22/2015	16315154 PO-160561	347.55	N
012005 KIRK KENNER DBA DELTA REFRIDG 5 HILL CT. RIO VISTA, CA 94571  (707) 374-6213 Y KENNER, KIRK	2,006.44	4299 MAINT HVAC 4308 RMS HVAC REPAIR	10/22/2015 10/22/2015	16315155 PO-160559 16315180 PV-160160	357.51 1,648.93	7 7
014302 KROHN, CHRISTOPHER 1508 CRESTMONT OAK ROSEVILLE, CA 95661  ( 0) - 0 N	68.97	COUNSELOR SUPPLIES REIMB	10/22/2015	16315188 TC-160061	68.97	N
014427 KULLY SUPPLY 2110 W COUNTRY RD 42 BURNSVILLE, MN 55337  (952) 898-6000 N	3,806.65	si348301 MAINT ISLE WATER FNT si348301 MAINT ISLE WATER FNT si348301 MAINT ISLE WATER FNT	10/27/2015 10/27/2015 10/27/2015	16316102 PO-160587 16316102 PO-160587 16316102 PO-160587	304.53- 304.53 3,806.65	N N N
013764 KUTA SOFTWARE LLC 6308 HOLLAND MEADOW LANE	534.00	11342 ED SV SUPPLY 11342 ED SV SUPPLY	10/29/2015 10/29/2015	16351304 PO-160581 16351304 PO-160581	42.72 42.72-	N N



GAITHERSBURG, MD 20882-1236

11342 ED SV SUPPLY

10/29/2015 16351304 PO-160581

534.00 7

(877) 563-2285

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202  (209) 463-1900                      Y LA RUE, KNOX J	330.00	6051 TRANS REPEATER SYSTEM	10/22/2015	16315156 PO-160129	330.00	7
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895  (800) 424-4772                      N	395.48	4516890915 ASP SUPPLIES 45187208158 ASP SUPPLIES	10/22/2015 10/22/2015	16315157 PO-160306 16315157 PO-160306	20.37 375.11	N N
013243 LALEAU, PIERRE 800 VALLEY GREEN DRIVE BRENTWOOD, CA 94513  (925) 308-4388                      N	144.76	DHW SUPPLIES AUG/SEPT 15 MILEAGE	10/08/2015 10/08/2015	16312929 PO-160077 16312946 TC-160034	76.51 68.25	N N
014099 LANAHAN PUBLISHERS 324 HAWTHORNE ROAD BALTIMORE, MD 21210-2303  ( ) -                                      N	2,340.00	11287 ED SV BOOKS 11287 ED SV BOOKS 11287 ED SV BOOKS	10/06/2015 10/06/2015 10/06/2015	16312391 PO-160484 16312391 PO-160484 16312391 PO-160484	187.20 187.20 2,340.00	N N N
011595 LAND PARK ACADEMY 6400 FREEPORT BLVD SACRAMENTO, CA 95822  (916) 427-2273                      N ADVANCE EDUCAT	7,120.43	100115-12 SP ED NSP DUES 100115-13 SP ED NPS DUES	10/29/2015 10/29/2015	16351324 PO-160409 16351324 PO-160410	4,125.16 2,995.27	N N
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615  ( ) -                                      N	52.03	FIRST 5 REIMB SUPPLIES FIRST 5 CONF REIMB MILEAGE	10/08/2015 10/13/2015	16312947 TC-160035 16313455 TC-160053	26.73 25.30	N N
013900 LEARNING SOLUTIONS 3031 C STREET	8,410.35	1583238036SH SP ED SERV 158328635RS SP ED SERVICES	10/06/2015 10/06/2015	16312399 PO-160380 16312399 PO-160380	2,886.01 166.25	N N

SACRAMENTO, CA 95816

(916) 442-2396

N

1583311691BP	SP	ED	SERV	10/06/2015	16312399	PO-160380	854.75	N
1593241743SH	SP	ED	SERV	10/29/2015	16351325	PO-160380	3,819.59	N
1593391278BP	SP	ED	SERVICES	10/29/2015	16351325	PO-160380	446.25	N
1593589338RS	SP	ED	SERVICES	10/29/2015	16351325	PO-160380	237.50	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013776 LEO, REGINA 2411 LARKSPUR LANE #52 SACRAMENTO, CA 95825	436.88	DHS CONF REIMB DHS REIMB SUPPLIES	10/22/2015 10/29/2015	16315189 TC-160062 16351326 PO-160510	210.10 226.78	N N
( ) -						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	1,197.88	#175 DHW SUPPLIES 135 ED SV SUPPLIES #55 RVHS SUPPLIES	10/06/2015 10/06/2015 10/15/2015	16312400 PO-160075 16312411 PV-160120 16314044 PO-160197	19.17 263.56 915.15	N N N
(707) 374-5399						N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	38.86	MAINT SUPPLIES	10/22/2015	16315158 PO-160040	38.86	N
(866) 232-7443						N
014405 LOZA, MARISELA & DAVID 38069 2 LINE ROAD CLARKSBURG, CA 95612	9.00	CAFE REIMB JOHANNA, JESUS	10/06/2015	16312420 PV-160119	9.00	N
(916) 416-1372						N
012533 MACGILL & CO 1000 N LOMBARD ROAD LOMBARD, IL 60148	2,116.32	537472 NURSE SUPPLY 537443 NURSE SUPPLY	10/29/2015 10/29/2015	16351315 PO-160621 16351315 PO-160622	30.14 2,086.18	N N
(800) 323-2841						N
013522 MARAVILLA, BLANCA PO BOX 24 WALNUT GROVE, CA 95690	100.00	FIRST 5 STORYTIME 9/15	10/15/2015	16314045 PO-160309	100.00	7
(916) 775-1812						Y
014107 MCCARTY, MELADEE 12970 SELF-ESTEEM LANE	900.00	SEPT 15 SP ED PROF SERVICES	10/15/2015	16314046 PO-160406	900.00	N

GALT, CA 95632

(209) 601-2940

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115  (614) 755-4151 N	282.93	88404304001 SP ED BOOKS 88404304001 SP ED BOOKS	10/08/2015 10/08/2015	16312920 PO-160468 16312920 PO-160468	82.93 200.00	N N
014279 MCGREW BEHAVIOR INTERVENTION 229 NEWBURY WAY AMERICAN CANYON, CA 94503  (707) 246-7320 N	6,839.93	158194737CC SP ED AUTISM SERV 159210312CC SP ED AUTISM SERV	10/06/2015 10/29/2015	16312401 PO-160379 16351327 PO-160379	2,675.40 4,164.53	N N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551  (925) 606-9000 N MCGRATH RENTCO	420.00	835627 MAINT RMS PORTABLES	10/22/2015	16315173 PO-160115	420.00	N
014245 MOEHLNBROCK, SUSAN 174 OXBOW MARINA DR. ISLETON, CA 95641  (707) 330-8685 N	297.14	SP ED SUPPLIES SP ED SEPT MILEAGE	10/13/2015 10/13/2015	16313438 PO-160348 16313456 TC-160047	48.17 248.97	N N
013427 NATIONAL GEOGRAPHIC PO BOX 63053 TAMPA, FL 33663-3053  ( ) - N	92.66	56339279 ED SV BOOKS 56339279 ED SV BOOKS 56339279 ED SV BOOKS	10/29/2015 10/29/2015 10/29/2015	16351295 PO-160553 16351295 PO-160553 16351295 PO-160553	7.41 92.66 7.41-	N N N
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757  ( ) - N	264.87	WG SUPPLIES FIRST 5 SUPPLIES WG/FIRST 5 MILEAGE REIMB WG/FIRST 5 MILEAGE REIMB	10/13/2015 10/13/2015 10/13/2015 10/13/2015	16313439 PO-160155 16313439 PO-160281 16313457 TC-160049 16313457 TC-160049	6.95 18.71 75.90 163.31	N N N N
010964 NORTHERN CALIFORNIA REHAB INC 805 TRAVIS STREET	2,150.00	1080/1079 SP ED OCC THERAPY	10/27/2015	16316111 PO-160382	2,150.00	N

FOLSOM, CA 95630

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802	537.74	1468127 TRANS PARTS	10/22/2015	16315159 PO-160028	537.74	N
( ) - N O'REILLY AUTOM						
013905 OFFICE DEPOT 4720 NORTHGATE BOULEVARD SACRAMENTO, CA 95824	383.89	DHS SEPT 15 SUPPLIES 545001/995001 DHS SUPPLIES	10/15/2015 10/29/2015	16314047 PO-160324 16351328 PO-160324	167.83 216.06	N N
( ) - N						
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	701.83	1645 DHW SUPPLIES 822 RVHS SUPPLIES 1608 RVHS AG SUPPLIES #676 MAINT SUPPLIES	10/06/2015 10/06/2015 10/06/2015 10/22/2015	16312402 PO-160076 16312402 PO-160201 16312402 PO-160387 16315160 PO-160043	30.58 299.93 40.30 331.02	N N N N
( ) - N						
011429 OLIVER WORLDCLASS LABS INC PO BOX 1686 BENICIA, CA 94510	267.00	24147 DHW TRAINING	10/29/2015	16351306 PO-160078	267.00	N
(707) 747-1537 N						
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	580.37	673691420-01 ASP SUPPLIES 6734744601 ASP SUPPLIES	10/22/2015 10/29/2015	16315161 PO-160305 16351329 PO-160297	187.77 392.60	N N
(800) 228-0475 N OTC DIRECT INC						
012382 OTHER WORLD COMPUTING 1004 COURTAULDS DRIVE WOODSTOCK, IL 60098	113.79	4584857 DHW HARD DRIVES 4584857 DHW HARD DRIVES 4584857 DHW HARD DRIVES	10/08/2015 10/08/2015 10/08/2015	16312916 PO-160272 16312916 PO-160272 16312916 PO-160272	9.10 9.10 113.79	N N N
(800) 275-4576 N						
003335 OWENS, SHIRLEY	26.45	TRANS AUG 15 MILEAGE	10/08/2015	16312948 TC-160037	26.45	N



P.O. BOX 172  
ISLETON, CA 95641

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013146 PAR P.O. BOX 1416 MINNEAPOLIS, MN 55440  (800) 331-8378	101.70	726023 SP ED SUPPLIES 726023 SP ED SUPPLIES 726023 SP ED SUPPLIES	10/29/2015 10/29/2015 10/29/2015	16351307 PO-160573 16351307 PO-160573 16351307 PO-160573	101.70 8.14 8.14	N N N
013692 PATIN, ANGELA 220 TRINITY CT RIO VISTA, CA 94571  ( ) -	155.61	NURSE SEPT MILEAGE	10/13/2015	16313458 TC-160050	155.61	N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690  (916) 776-1215	244.93	NURSE SEPT MILEAGE NURSE SEPT MILEAGE	10/13/2015 10/22/2015	16313459 TC-160048 16315190 TC-160060	209.85 35.08	N N
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259  (800) 627-7271	184.38	10412594 SP ED FORMS	10/29/2015	16351305 PO-160551	184.38	N
013086 PEARSON EDUCATION INC 501 BOLYSTON STREET SUITE 900 BOSTON, MA 02116  (800) 848-9500	81.53	10402394 SP ED RATING SCALES	10/29/2015	16351308 PO-160549	81.53	N
014129 PESI, INC PO BOX 1000 EAU CLAIRE, WI 54702-1000  (800) 844-8260	199.00	1802298 ED SV PATIN REGISTR	10/29/2015	16351309 PO-160547	199.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	47,897.23	RADIO RIO ELECTRIC	10/06/2015	16312412 PV-160115	18.01	N
		DHW ELEC SERVICES	10/13/2015	16313448 PV-160138	195.05	N
		DHS LTS ELECT	10/27/2015	16316119 PV-160165	18.96	N
		DHS LTS ELECT	10/27/2015	16316119 PV-160165	10.88	N
( ) - N PACIFIC GAS AN		DHS LTS ELECT	10/27/2015	16316119 PV-160165	29.84	N
		DHS GYM ELECT	10/27/2015	16316119 PV-160165	5,646.33	N
		DHS ELECT	10/27/2015	16316119 PV-160165	205.23	N
		DHS ELECT	10/27/2015	16316119 PV-160165	5,852.66	N
		ISLE ELECT	10/27/2015	16316119 PV-160165	5,305.72	N
		GARAGE ELECT	10/27/2015	16316119 PV-160165	89.51	N
		WHITE OFFICE ELECT	10/27/2015	16316119 PV-160165	248.20	N
		WHITE ELECT	10/27/2015	16316119 PV-160165	7,334.85	N
		RMS ELECT	10/27/2015	16316119 PV-160165	5,782.96	N
		CMS ELECT	10/27/2015	16316119 PV-160165	3,628.44	N
		DO ELECT	10/27/2015	16316119 PV-160165	1,622.73	N
		N. NETH ELECT	10/27/2015	16316119 PV-160165	37.93	N
		LIFT PUMP ELECT	10/27/2015	16316119 PV-160165	61.85	N
		DO ELECT	10/27/2015	16316119 PV-160165	56.15	N
		SHOP ELECT	10/27/2015	16316119 PV-160165	77.97	N
		GARAGE ELECT	10/27/2015	16316119 PV-160165	246.04	N
		RVHS ELECT	10/27/2015	16316119 PV-160165	10,590.52	N
		RVHS FIELD ELECT	10/27/2015	16316119 PV-160165	837.40	N
002428 PICENO, ROBYN 1122 FIRST STREEET GALT, CA 95632	221.23	STALEDATE WARRANT 15523664	10/06/2015	16312413 PV-160129	221.23	N
( ) - N						
012057 PITNEY BOWES PURCHASE POWER 1245 EAST BRICKYARD ROAD SUITE 250 SALT LAKE CITY, UT 84106-4278	26.11	DO FED EX CHARGES	10/29/2015	16351330 PO-160096	26.11	N
( ) - N THE PITNEY BOW						
014420 PIZZA FACTORY 14127 RIVER ROAD WALNUT GROVE, CA 95690	141.01	PROF DEVELP FOOD	10/29/2015	16351331 PO-160624	141.01	N
( 0) - 0 N						

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823  (916) 422-0571	24,811.09	SP ED NPS DUES SEPT 2015	10/13/2015	16313440 PO-160411	24,811.09	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765  (317) 371-3866	23,120.00	3573/3598 SEPT SP THERAPY	10/22/2015	16315162 PO-160378	23,120.00	7
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600  (800) 789-8965	1,063.93	8446020 CMS SUPPLIES	10/29/2015	16351332 PO-160316	1,063.93	N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852  ( ) -	494.98	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	10/06/2015 10/27/2015	16312403 PO-160347 16316112 PO-160347	177.88 317.10	N N
014410 RAMBO, SONIA 9958 MACABEE LANE ELK GROVE, CA 95757  ( 0) - 0	54.52	RMS REIMB SUPPLIES	10/08/2015	16312949 TC-160039	54.52	N
014109 RAMOS DEMARTINEZ, DELMA AMANDA 3750 NORWOOD AVENUE SACRAMENTO, CA 95838  ( ) -	69.00	FIRST 5 SEPT MILEAGE	10/13/2015	16313460 TC-160052	69.00	N
013744 RDS PRODUCTIONS 1545 ST MARKS PLAZA	304.24	1083 RVHS LOGO SHIRTS	10/01/2015	16311957 PO-160503	304.24	7

SUITE 8  
STOCKTON, CA 95207

(209) 406-3260

Y PIERCE, RICKY

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010134 READ NATURALLY INC 1284 CORPORATE CENTER DR. #600 SAINT PAUL, MN 55121  (800) 788-4085 N	798.67	201228 ED SV SUBSCRIP DHW	10/29/2015	16351310 PO-160598	798.67	N
011749 RECALL SECURE DESTRUCTION SERVICES P.O. BOX 79245 CITY OF INDUSTRY, CA 91716-9245  (866) 732-2556 N	158.95	DO SHREDDING SERVICES	10/08/2015	16312950 PV-160134	158.95	N
012473 RENAISSANCE LEARNING INC PO BOX 8036 2911 PEACH STREET WISCONSIN RAPIDS, WI 54495-8036  (800) 338-4204 N	994.50	4204199 ED SV 170 SEATS DHW	10/29/2015	16351311 PO-160528	994.50	N
000313 RIO VISTA CARE 125 SACRAMENTO STREET P.O. BOX 576 RIO VISTA, CA 94571  ( ) - N	10,000.00	DW COUNSELING INTERVENTION	10/01/2015	16311958 PO-160095	10,000.00	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607  ( 0) - 0 N	1,112.18	DO GARBAGE SERVICE RVHS GARBAGE SERV DHW GARBAGE SERV	10/13/2015 10/22/2015 10/22/2015	16313449 PV-160139 16315181 PV-160157 16315181 PV-160157	117.00 638.18 357.00	N N N
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742  (916) 638-7476 N RPSI ENTERPRIS	1,763.00	141807 BATES MAINT AGRMNT DHW 141802 RISO CONTRACT 141811-141813 RMS MAINT AGRMNTS 141815/141816 RVHS MAINT AGMNT 141803/141804 ISLE MAINT CONTR	10/13/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015	16313428 PO-160523 16316103 PO-160087 16316103 PO-160105 16316103 PO-160246 16316103 PO-160432	70.00 467.00 556.00 494.00 176.00	N N N N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010048 RIVER DELTA REVOLVING FUND 445 MONTEZUMA ST RIO VISTA, CA 94571	4,430.00	4044 CTC K. GILLILAND CHEMISTR	10/29/2015	16351338 PV-160172	100.00	N
		4045 CTC C. EWING PHYSICS	10/29/2015	16351338 PV-160172	100.00	N
		4043 DEPT GEN SERV FORD VAN	10/29/2015	16351338 PV-160172	1,750.00	N
		4046 DHS CMEA REG	10/29/2015	16351338 PV-160172	135.00	N
( ) - N		4046 CMS CMEA REG	10/29/2015	16351338 PV-160172	295.00	N
		4043 DEPT GEN SERV FORD VAN	10/29/2015	16351340 PV-160172	1,750.00	N
		4040 STATE ARCHITECT PLAN FEE	10/29/2015	16351341 PV-160172	300.00	N
000729 RIVER NEWS HERALD 21 S FRONT STREET RIO VISTA, CA 94571	99.00	67563 HR ADVERTISING	10/22/2015	16315163 PO-160128	99.00	N
( ) - N		GIBSON PUBLICA				
011126 RIVERA, CATHERINE 134 NO. THIRD STREET APT. A RIO VISTA, CA 94571	79.65	DHW SUPPLIES	10/08/2015	16312951 TC-160041	79.65	N
( ) - N						
014252 RIVERA, ELIAS 134 N. 3RD #4 RIO VISTA, CA 94571	34.58	RMS REIMB SUPPLIES	10/08/2015	16312952 TC-160042	34.58	N
( ) - N						
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	1,190.13	873971/873674 TRANS PARTS	10/22/2015	16315164 PO-160026	1,190.13	7
( ) - Y						
014415 ROAD TRAFFIC SIGNS 300 CADMAN PLAZA WEST STE 1303 BROOKLYN, NY 11201	271.88	68398 DHW SIGNS	10/27/2015	16316104 PO-160600	21.75	N
		68398 DHW SIGNS	10/27/2015	16316104 PO-160600	21.75	N
		68398 DHW SIGNS	10/27/2015	16316104 PO-160600	271.88	N
( 0) - 0 N						

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014143 RODRIGUEZ, CLAUDIA PO BOX 62 COURTLAND, CA 95615	331.20	PARENT CHILD TRANS REIMB 08/15 PARENT MILEAGE REIMB	10/08/2015 10/22/2015	16312953 TC-160036 16315191 TC-160064	55.20 276.00	N N
( ) -						N
014289 ROMAINE ELECTRIC CORP PO BOX 5069 KENT, WA	289.36	6017606 TRANS PARTS	10/22/2015	16315165 PO-160143	289.36	N
(530) 823-0120						N
014412 ROMERO, MARISOL 12645 SUTTER ISLAND RD COURTLAND, CA 95615	207.00	PARENT CHILD TRANS APR-SEPT 15	10/08/2015	16312954 TC-160038	207.00	N
( 0) - 0						N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	8,937.14	WG ELECT WG ELECT BATES ELECT BATES ELECT BATES ELECT TRANS ELECT TRANS ELECT WG ELECT WG ELECT	10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015	16314052 PV-160147 16314052 PV-160147 16314052 PV-160147 16314052 PV-160147 16314052 PV-160147 16314052 PV-160147 16314052 PV-160147 16314052 PV-160147 16314052 PV-160147	968.15 26.93 28.18 3,968.33 670.49 150.77 13.46 17.22 3,093.61	N N N N N N N N N
( ) -						N
014403 SACRAMENTO CITY COLLEGE LOS RIOS CC DISTRICT 3835 Freeport Boulevard SACRAMENTO, CA 95822	500.00	DHS SCHOLARSHP N. MOSHER	10/06/2015	16312392 PO-160535	500.00	N
( 0) - 0						N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	432.44	MOKE SEWER WG SEWER BATES SEWER	10/22/2015 10/29/2015 10/29/2015	16315182 PV-160158 16351339 PV-160171 16351339 PV-160171	104.74 150.37 177.33	N N N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014411 SAMMIS, MICHAEL 6300 HOLSTEIN WAY SACRAMENTO, CA 95831  ( 0) - 0 N	207.00	RMS CSET REG FEE REIMB	10/13/2015	16313461 TC-160051	207.00	N
014102 SAN JOAQUIN COUNTY OFFICE MULTILINGUAL ED PO BOX 213030 STOCKTON, CA 95213-9030  ( 0) - 0 N	750.00	WG REG ELD STANDARDS	10/27/2015	16316105 PO-160644	750.00	N
014404 SAN JOAQUIN PRIDE CENTER 109 N. SUTTER ST. STOCKTON, CA 95202  (209) 466-7572 N	150.00	1097 RVHS LGBT SENS TRAINING	10/22/2015	16315141 PO-160578	150.00	N
014318 SARGENT, BRITNI 146 GARDINER WAY RIO VISTA, CA 94571  ( 0) - 0 N	28.75	FIRST 5 SEPT MILEAGE	10/22/2015	16315192 TC-160066	28.75	N
012101 SCHOLASTIC READING COUNTS/SRI 333 N RANDALL ROAD ST. CHARLES, IL 60174  (800) 387-1437 N	1,321.80	M5655019 ED SV RMS SCIENCEWRLD M5655019 ED SV RMS SCIENCEWRLD M5655019 ED SV RMS SCIENCEWRLD 11890102 ED SV BKS	10/29/2015 10/29/2015 10/29/2015 10/29/2015	16351312 PO-160142 16351312 PO-160142 16351312 PO-160142 16351312 PO-160574	73.26 73.26 915.75 406.05	N N N N
014296 SCHOOL LOOP PO BOX 2416 SAN FRANCISCO, CA 94126  ( 0) - 0 200917633 N	2,500.00	60806661 15/16 GRADE EXPORT	10/08/2015	16312917 PO-160531	2,500.00	N
003318 SCHOOL SPECIALTY INC	598.07	208115389061 BATES SUPPLIES	10/29/2015	16351333 PO-160345	41.61	N

W6316 DESIGN DRIVE  
GREENVILLE, WI 54942

308102354970 RMS SUPPLIES

10/29/2015 16351313 PO-160580

556.46 N

( ) - N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826  ( ) - N	8,531.00	160339 BUS OFF ENVELOPES 160187 ED SV 2 YR EMITS FEE 160323 ED SV AVID DHS/CMS 160323 ED SV AVID RMS 160323 ED SV AVID RVHS 160323 ED SV AVID PROF DELVPMN	10/06/2015 10/06/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015	16312393 PO-160491 16312393 PO-160577 16316106 PO-160470 16316106 PO-160471 16316106 PO-160472 16316106 PO-160623	459.00 6,000.00 518.00 518.00 518.00 518.00	N N N N N N
014074 SELPH, BONNIE 870 HILLSIDE TERRACE RIO VISTA, CA 94571  (209) 986-6863 N	30.80	RDHS SUPPLIES	10/08/2015	16312930 PO-160366	30.80	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0 N	6,816.30	SEPT 2015 PREMIUM SEPT 2015 PREMIUM OCT 2015 PREMIUMS OCT 2015 PREMIUMS	10/15/2015 10/15/2015 10/15/2015 10/15/2015	16314053 PV-160142 16314053 PV-160142 16314053 PV-160144 16314053 PV-160144	1,174.33 2,233.82 1,174.33 2,233.82	N N N N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0 N	1,730.40	SEPT 2015 VISION PREMIUMS SEPT 2015 VISION PREMIUMS OCT 2015 VISION PREMIUM OCT 2015 VISION PREMIUM NOV 2015 PREMIUM NOV 2015 PREMIUM	10/06/2015 10/06/2015 10/06/2015 10/06/2015 10/27/2015 10/27/2015	16312414 PV-160112 16312414 PV-160112 16312414 PV-160130 16312414 PV-160130 16316120 PV-160164 16316120 PV-160164	317.24 259.56 259.56 317.24 259.56 317.24	N N N N N N
014402 SIERRA DELTA LEAGUE PO BOX 105 GARDEN VALLEY, CA 95633  ( 0) - 0 N	1,816.02	5-2015-16 RVHS DUES	10/08/2015	16312918 PO-160566	1,816.02	N
010475 SIMPLEXGRINNELL 4650 BELOIT DRIVE SACRAMENTO, CA 95838  (916) 283-0300 N	4,148.08	MAINT FIRE ALARM REPAIR DHW 81709055/81680490 MAINT ALRM 81803342 MAINT FIRE ALARM REP	10/08/2015 10/22/2015 10/29/2015	16312931 PO-160451 16315142 PO-160451 16351334 PO-160648	1,715.35 1,876.22 556.51	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014400 SLAGLE, ANTONIA 5811 14TH ST SACRAMENTO, CA 95822	41.63	ISLE SUPPLIES	10/13/2015	16313441 PO-160558	41.63	N
( 0) - 0						N
014339 SMILE BUSINESS PRODUCTS 4525 AUBURN BLVD SACRAMENTO, CA 95841	287.83	283617 FIRST 5 SERV AGRMENT 291591 FIRST 5 SERV AGRMNT	10/13/2015 10/27/2015	16313442 PO-160018 16316113 PO-160018	148.59 139.24	N N
(800) 790-7701						N
012084 SODEXO INC & AFFILIATES DEPT. 43283 LOS ANGELES, CA 90088-3283	88,242.69	CAFE ASP FOOD CAFE SDX CAFE SUPPLIES CAFE ASP SDX CAFE ASP SUPPLIES CAFE FOOD SEPT 2015 MEALS SEPT 2015 MEALS SEPT 2015 MEALS SEPT 2015 MEALS SEPT 2015 MEALS SEPT 2015 MEALS SEPT 2015 MEALS	10/06/2015 10/06/2015 10/06/2015 10/06/2015 10/06/2015 10/06/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015 10/27/2015	16312421 PV-160127 16312421 PV-160127 16312421 PV-160127 16312421 PV-160127 16312421 PV-160127 16312421 PV-160127 16316123 PV-160169 16316123 PV-160169 16316123 PV-160169 16316123 PV-160169 16316123 PV-160169 16316123 PV-160169 16316123 PV-160169	1,562.87 11,759.06 2,293.80 987.07 191.93 18,451.66 3,285.86 2,179.95 3,451.60 423.88 16,898.71 26,756.30	N N N N N N N N N N N N N
( ) -						N
011563 SPEARS, SHANAN 2436 MORAINC CIRCLE RANCHO CORDOVA, CA 95670	169.42	DHS AG SUPPLIES	10/13/2015	16313443 PO-160512	169.42	N
(916) 744-1011						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	866.40	DO GAS ISLE GAS DHS GAS RVHS GAS STORAGE PREPAID GAS DHW GAS TRANS GAS RMS GAS ISLE GAS	10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015 10/15/2015	16314054 PV-160148 16314054 PV-160148 16314054 PV-160148 16314054 PV-160148 16314054 PV-160148 16314054 PV-160148 16314054 PV-160148 16314054 PV-160148 16314054 PV-160148	15.67 13.43 133.14 190.70 229.52 62.11 16.68 65.95 67.71	N N N N N N N N N
(888) 400-2155						N



CAFE GAS

10/15/2015 16314058 PV-160148

71.49 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014425 STANLEY, MARTIE 3670 BASS STREET W. SACRAMENTO, CA 95691	70.85	CAFE REIMB SIERRA/DONNIE	10/22/2015	16315194 TC-160065	70.85	N
( 0) - 0						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	1,657.95	3276972171 BUS OFF SUPPLIES	10/08/2015	16312932 PO-160016	93.61-	N
		3277543971 BUS OFF SUPPLIES	10/08/2015	16312932 PO-160016	201.12	N
		3277056547 BUS OFF SUPPLIES	10/08/2015	16312932 PO-160016	83.73	N
		3278496483 DHW SUPPLIES	10/08/2015	16312932 PO-160073	41.15	N
( ) -		N STAPLES CONTRA 3277543972 DHW SUPPLIES	10/08/2015	16312932 PO-160073	69.12	N
		3276972170 DHW SUPPLIES	10/08/2015	16312932 PO-160073	75.04	N
		3274062387 DHW SUPPLIES	10/08/2015	16312932 PO-160073	89.69	N
		3276908020 DHW SUPPLIES	10/08/2015	16312932 PO-160073	112.02	N
		3277749910 ED SV SUPPLIES	10/08/2015	16312932 PO-160089	27.30	N
		3277749909 ED SV SUPPLIES	10/08/2015	16312932 PO-160089	37.92	N
		3278624936 ED SV SUPPLIES	10/08/2015	16312932 PO-160089	29.24	N
		3277749908 CBO SUPPLIES	10/08/2015	16312932 PO-160125	16.20	N
		3277987587 CBO SUPPLIES	10/08/2015	16312932 PO-160125	36.84	N
		3278772996 ED SV SUPPLIES	10/08/2015	16312932 PO-160273	40.51	N
		3278049449 RDHS SUPPLIES	10/08/2015	16312932 PO-160334	14.08	N
		3277056543 RDHS SUPPLIES	10/08/2015	16312932 PO-160334	86.91	N
		3277987587 CDS FOOT REST	10/08/2015	16312919 PO-160509	.13	N
		3277987587 CDS FOOT REST	10/08/2015	16312919 PO-160509	36.84	N
		3277987587 CDS FOOT REST	10/08/2015	16312919 PO-160509	.13-	N
		3280469059	10/22/2015	16315166 PO-160016	4.32	N
		3280469058 BUS OFF SUPPLIES	10/22/2015	16315166 PO-160016	55.39	N
		3278496485 ASP SUPPLIES	10/22/2015	16315166 PO-160298	.05	N
		3278496484 ASP SUPPLIES	10/22/2015	16315166 PO-160298	90.21	N
		3278496485 ASP SUPPLIES	10/22/2015	16315166 PO-160298	14.30	N
		3278496484 ASP SUPPLIES	10/22/2015	16315166 PO-160298	.31-	N
		3278496484 ASP SUPPLIES	10/22/2015	16315166 PO-160298	.31	N
		3278496485 ASP SUPPLIES	10/22/2015	16315166 PO-160298	.05-	N
		3277987588 DHW SUPPLIES	10/22/2015	16315166 PO-160500	72.31	N
		3281319290 DHW SUPPLIES	10/27/2015	16316107 PO-160073	101.82	N
		3280403916 ED SV SUPPLIES	10/29/2015	16351335 PO-160089	57.33	N
		3282096719 ED SV SUPPLIES	10/29/2015	16351335 PO-160089	58.08	N
		3282096718 ED SV SUPPLIES	10/29/2015	16351335 PO-160089	166.27	N
		3280403917 HR SUPPLIES	10/29/2015	16351335 PO-160294	133.82	N
013400 STATE BOARD OF EQUALIZATION PO BOX 942879	1,864.00	JULY-SEPT 2015 SALES USE TAX	10/15/2015	16314055 PV-160151	1,864.00	N

SACRAMENTO, CA 94279-8044

( ) - N

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013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155  (916) 322-9669 N	86.30	FUEL USE TAX JUL-SEPT 2015	10/13/2015	16313450 PV-160140	86.30	N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814  ( ) - N	49.00	123826 HR FINGERPRINTING	10/13/2015	16313444 PO-160120	49.00	N
013094 STEPHENS, CHRISTINE 2080 SYLVAN WAY # 1106 LODI, CA 95242  ( ) - N	297.50	SP ED AUG 15 MILEAGE SP ED CONF MILEAGE REIMB	10/08/2015 10/13/2015	16312956 TC-160043 16313462 TC-160054	109.20 188.30	N N
000923 STEVE SMITH ELECTRIC STEPHEN A SMITH P.O. BOX 386 RIO VISTA, CA 94571  (707) 249-1848 Y	2,625.00	5593 MAINT RVHS TRANSFORMER	10/29/2015	16351314 PO-160592	2,625.00	7
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571  (707) 374-5567 N	691.74	TRANS PARTS	10/22/2015	16315167 PO-160187	691.74	N
012975 STUELKE, LYNN 120 YOSEMITE DRIVE RIO VISTA, CA 94571  ( 0) - 0 N	115.52	BATES SUPPLIES	10/08/2015	16312933 PO-160416	115.52	N

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014401 SUMMIT MEASUREMENT 66 BOYNTON ROAD SOUTH DEERFIELD, MA 01373	419.00	2007 RVHS SCALE	10/15/2015	16314040 PO-160565	33.52	N
		2007 RVHS SCALE	10/15/2015	16314040 PO-160565	419.00	N
		2007 RVHS SCALE	10/15/2015	16314040 PO-160565	33.52	N
(855) 972-2537						N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056	5,518.31	1689785 DO SUPPLIES	10/08/2015	16312934 PO-160221	81.05	N
		1689785 DO SUPPLIES	10/08/2015	16312934 PO-160221	446.20	N
		1678290 DO SUPPLIES	10/08/2015	16312934 PO-160221	230.22	N
		1678269 WG SUPPLIES	10/08/2015	16312934 PO-160221	985.89	N
(877) 577-1114		1700230 CAFE SUPPLIES	10/22/2015	16315172 PO-160117	727.66	N
		1702307 RMS SUPPLIES	10/22/2015	16315168 PO-160221	982.30	N
		1702293 DHS SUPPLIES	10/22/2015	16315168 PO-160221	864.78	N
		1702298 RVHS SUPPLIES	10/22/2015	16315168 PO-160221	1,042.44	N
		1673181.01 RMS SUPPLIES	10/27/2015	16316114 PO-160221	41.62	N
		1685579-01 DHS SUPPLIES	10/27/2015	16316114 PO-160221	33.20	N
		1678272-01 CMS SUPPLIES	10/27/2015	16316114 PO-160221	27.14	N
		1673171.01 RVHS SUPPLIES	10/27/2015	16316114 PO-160221	27.74	N
		1676821-01 DHW SUPPLIES	10/27/2015	16316114 PO-160221	28.07	N
010359 THERAPRO INC 225 ARLINGTON ST. FARMINGHAM, MA 01702-8723	126.50	444032 SP ED VEST STOSICK	10/08/2015	16312921 PO-160501	126.50	N
		444032 SP ED VEST STOSICK	10/08/2015	16312921 PO-160501	10.12	N
		444032 SP ED VEST STOSICK	10/08/2015	16312921 PO-160501	10.12	N
(800) 257-5376						N
014151 TOBINWORLD 920 E. BROADWAY BLVD. GLENDALE, CA 91205	6,912.00	SP ED NPS DUES	10/06/2015	16312404 PO-160456	2,773.00	N
		SP ED NPS DUES	10/29/2015	16351336 PO-160456	4,139.00	N
(818) 247-7474						N
013591 TROPHY DEPOT 171 RODEO DRIVE EDGEWOOD, NY 11717	132.48	1176106 ASP TROPHIES	10/22/2015	16315143 PO-160465	3.53	N
		1176106 ASP TROPHIES	10/22/2015	16315143 PO-160465	3.53	N
		1176106 ASP TROPHIES	10/22/2015	16315143 PO-160465	3.53	N
(800) 286-7096		1176106 ASP TROPHIES	10/22/2015	16315143 PO-160465	44.16	N
		1176106 ASP TROPHIES	10/22/2015	16315143 PO-160465	3.53	N
		1176106 ASP TROPHIES	10/22/2015	16315143 PO-160465	44.16	N
		1176106 ASP TROPHIES	10/22/2015	16315143 PO-160465	3.53	N
		1176106 ASP TROPHIES	10/22/2015	16315143 PO-160465	44.16	N

1176106 ASP TROPHIES

10/22/2015 16315143 PO-160465

3.53- N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012694 U.S. BANK ATTN: SHERRY GLANVILLE P.O. BOX 3168 PORTLAND, OR 97208	19,342.81	SEPTEMBER 2015 PAYROLL GASB 45 OCT 2015 PAYROLL GASB 45	10/01/2015 10/27/2015	16311964 PV-160107 16316121 PV-160166	9,640.22 9,702.59	N N
( ) -						N
014421 UCLA PAYMENT, COMPLIANCE OFFICE PO BOX 957089 LOS ANGELES, CA 90095-7089	500.00	DHS SCHOLARSHIP A. CHRISTIE	10/22/2015	16315144 PO-160625	500.00	N
( 0) - 0						N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	476.85	DO SHIPPING CHARGES DO SHIPPING DO SHIPPING CHARGES	10/13/2015 10/15/2015 10/22/2015	16313451 PV-160141 16314056 PV-160149 16315183 PV-160159	214.45 100.95 161.45	N N N
( ) -						N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	325.13	288329311 RVHS LESE AGRMNT	10/22/2015	16315169 PO-160202	325.13	N
(800) 328-5371						N
010127 USI EDUCATION & GOV. SALES 98 FORT PATH RD STE B MADISON, CT 06443	437.06	376526901016 DHW LAMINATING	10/06/2015	16312394 PO-160079	437.06	Y
(203) 245-8586						Y
014389 VASSALLO, HOLLY 5310 DANA WAY SACRAMENTO, CA 95822	113.98	BATES SUPPLIES	10/13/2015	16313445 PO-160414	113.98	N
( 0) - 0						N



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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELESS	3,815.12	BATES ADMIN CELLULAR	10/08/2015	16312940 PV-160133	30.78	7
ONE VERIZON PLACE		ISLE SAFETY CELLULAR	10/08/2015	16312940 PV-160133	.22	7
ALPHARETTA, GA 30004		FIRST 5 CELLULAR	10/08/2015	16312940 PV-160133	161.56	7
		WG SAFETY CELLULAR	10/08/2015	16312940 PV-160133	.22	7
( ) -		BATES CUST CELLULAR	10/08/2015	16312940 PV-160133	41.11	7
Y VERIZON WIRELE		BATES SAFETY CELLULAR	10/08/2015	16312940 PV-160133	.22	7
		SP ED 3 CELLULAR	10/08/2015	16312940 PV-160133	38.96	7
		SP ED 1 CELLULAR	10/08/2015	16312940 PV-160133	125.03	7
		NURSE 2 CELLULAR	10/08/2015	16312940 PV-160133	37.40	7
		DHS SAFETY CELLULAR	10/08/2015	16312940 PV-160133	.22	7
		GEN ADMIN CELLULAR	10/08/2015	16312940 PV-160133	16.33	7
		RVHS CUST CELLULAR	10/08/2015	16312940 PV-160133	61.58	7
		DHW CUST CELLULAR	10/08/2015	16312940 PV-160133	2.46	7
		WG CUST CELLULAR	10/08/2015	16312940 PV-160133	.22	7
		ASES 1 CELLULAR	10/08/2015	16312940 PV-160133	43.49	7
		TITLE 1 CELLULAR	10/08/2015	16312940 PV-160133	65.48	7
		EIA CELLULAR	10/08/2015	16312940 PV-160133	65.48	7
		ASES 2 CELLULAR	10/08/2015	16312940 PV-160133	47.31	7
		ASES 3 CELLULAR	10/08/2015	16312940 PV-160133	43.83	7
		SP ED 2 CELLULAR	10/08/2015	16312940 PV-160133	58.62	7
		RVHS ADMIN CELLULAR	10/08/2015	16312940 PV-160133	84.59	7
		DHW BEHAVIORIST CELLULAR	10/08/2015	16312940 PV-160133	44.29	7
		OPERATIONS CELLULAR	10/08/2015	16312940 PV-160133	40.27	7
		ISLE ADMIN CELLULAR	10/08/2015	16312940 PV-160133	25.21	7
		COUNSELORS CELLULAR	10/08/2015	16312940 PV-160133	100.33	7
		TRANS 1 CELLULAR	10/08/2015	16312940 PV-160133	144.55	7
		CMS CUST CELLULAR	10/08/2015	16312940 PV-160133	11.65	7
		RMS CUST CELLULAR	10/08/2015	16312940 PV-160133	.22	7
		RMS SAFETY CELLULAR	10/08/2015	16312940 PV-160133	.22	7
		DO SAFETY CELLULAR	10/08/2015	16312940 PV-160133	.66	7
		ISLE CUST CELLULAR	10/08/2015	16312940 PV-160133	.19	7
		DHW CUST CELLULAR	10/08/2015	16312940 PV-160133	18.22	7
		GARDENERS CELLULAR	10/08/2015	16312940 PV-160133	60.24	7
		DHW ADMIN CELLULAR	10/08/2015	16312940 PV-160133	70.82	7
		TRANS 2 CELLULAR	10/08/2015	16312940 PV-160133	7.01	7
		ED SV CELLULAR	10/08/2015	16312940 PV-160133	37.25	7
		DHW SAFETY CELLULAR	10/08/2015	16312940 PV-160133	.22	7
		NURSE 1 CELLULAR	10/08/2015	16312940 PV-160133	39.77	7
		RVHS SAFETY CELLULAR	10/08/2015	16312940 PV-160133	.22	7
		MAINT CELLULAR	10/08/2015	16312940 PV-160133	275.85	7
		FD SERV CELLULAR	10/08/2015	16312942 PV-160133	12.00	7
		ASES 1 CELLULAR	10/27/2015	16316122 PV-160167	39.98	7
		TITLE 1 CELLULAR	10/27/2015	16316122 PV-160167	58.09	7
		TRANS 2 CELLULAR	10/27/2015	16316122 PV-160167	9.91	7

RVHS SAFETY CELLULAR	10/27/2015	16316122	PV-160167	.22	7
NURSE 1 CELLULAR	10/27/2015	16316122	PV-160167	45.72	7
TRANS 1 CELLULAR	10/27/2015	16316122	PV-160167	161.54	7
COUNSELORS CELLULAR	10/27/2015	16316122	PV-160167	126.34	7
ISLE ADMIN CELLULAR	10/27/2015	16316122	PV-160167	25.23	7
RMS CUST CELLULAR	10/27/2015	16316122	PV-160167	.22	7
WG CUST CELLULAR	10/27/2015	16316122	PV-160167	.22	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
<hr/>						
013997 VERIZON WIRELES (Continued...)		BATES CUST CELLULAR	10/27/2015	16316122 PV-160167	32.38	7
		FIRST 5 CELLULAR	10/27/2015	16316122 PV-160167	152.79	7
		MAINT CELLULAR	10/27/2015	16316122 PV-160167	317.56	7
		RVHS ADMIN CELLULAR	10/27/2015	16316122 PV-160167	84.46	7
		ISLE CUST CELLULAR	10/27/2015	16316122 PV-160167	.19	7
		BATES ADMIN CELLULAR	10/27/2015	16316122 PV-160167	41.26	7
		CMS CUST CELLULAR	10/27/2015	16316122 PV-160167	19.86	7
		GARDENERS CELLULAR	10/27/2015	16316122 PV-160167	63.22	7
		ED SV CELLULAR	10/27/2015	16316122 PV-160167	37.90	7
		DHW ADMIN CELLULAR	10/27/2015	16316122 PV-160167	95.20	7
		RMS SAFETY CELLULAR	10/27/2015	16316122 PV-160167	.22	7
		WG SAFETY CELLULAR	10/27/2015	16316122 PV-160167	.22	7
		BATES SAFETY CELLULAR	10/27/2015	16316122 PV-160167	.22	7
		DHW SAFETY CELLULAR	10/27/2015	16316122 PV-160167	.22	7
		DO SAFETY CELLULAR	10/27/2015	16316122 PV-160167	.66	7
		RVHS CUST CELLULAR	10/27/2015	16316122 PV-160167	63.98	7
		ISLE SAFETY CELLULAR	10/27/2015	16316122 PV-160167	.22	7
		DHW BEHVORIST CELLULAR	10/27/2015	16316122 PV-160167	52.40	7
		SP ED 3 CELLULAR	10/27/2015	16316122 PV-160167	48.64	7
		NURSE 2 CELLULAR	10/27/2015	16316122 PV-160167	44.81	7
		DHS CUST CELLULAR	10/27/2015	16316122 PV-160167	39.01	7
		DHS SAFETY CELLULAR	10/27/2015	16316122 PV-160167	.22	7
		OPERATIONS CELLULAR	10/27/2015	16316122 PV-160167	40.57	7
		DHW CUST CELLULAR	10/27/2015	16316122 PV-160167	1.78	7
		SP ED 2 CELLULAR	10/27/2015	16316122 PV-160167	78.24	7
		GEN ADMIN CELLULAR	10/27/2015	16316122 PV-160167	16.39	7
		SP ED 1 CELLULAR	10/27/2015	16316122 PV-160167	140.07	7
		EIA CELLULAR	10/27/2015	16316122 PV-160167	58.09	7
		ASES 2 CELLULAR	10/27/2015	16316122 PV-160167	51.48	7
		ASES 3 CELLULAR	10/27/2015	16316122 PV-160167	40.17	7
		FD SERVICE 1 CELLULAR	10/27/2015	16316124 PV-160167	10.92	7
<hr/>						
013261 VIELHAUER, NANCY PO BOX 1216 WALNUT GROVE, CA 95690  (916) 776-4231 56 N	34.66	RVHS SUPPLIES	10/08/2015	16312935 PO-160386	34.66	N
<hr/>						
000679 WARREN E GOMES EXCAVATING INC P.O. BOX 369 RIO VISTA, CA 94571	6,055.00	43920 WG PAVING PROJECT 43921 WG PAVING PROJECT	10/06/2015 10/08/2015	16312415 PV-160124 16312941 PV-160135	3,027.50 3,027.50	N N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( ) - N	722.53	DHS WASTE SERV	10/01/2015	16311966 PV-160110	722.53	N
000490 WILCO SUPPLY P.O. BOX 3047 5960 TELEGRAPH AVENUE OAKLAND, CA 94609-3047  (800) 745-5450 N	761.07	1510206001/002 MAINT SUPPLIES 15I2811901 MAINT SUPPLIES	10/08/2015 10/22/2015	16312936 PO-160049 16315170 PO-160049	469.91 291.16	N N
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688  (707) 451-3000 N	3,226.66	98548555 RVHS PORTABLE 98548556 RMS PORTABLE 98548678 RMS PORTABLE 98548560 DHW PORTABLE	10/22/2015 10/22/2015 10/22/2015 10/22/2015	16315174 PO-160130 16315174 PO-160130 16315174 PO-160130 16315174 PO-160130	783.50 783.50 783.50 876.16	N N N N
012627 WON-DOOR CORPORATION 1865 SOUTH 3480 WEST SALT LAKE CITY, UT 84104  (801) 973-7500 N	390.00	202668 MAINT SERVICES	10/22/2015	16315171 PO-160051	390.00	N
010172 WOODWIND & BRASSWIND 5795 LINDERO CANYON RD WEST LAKE VILLAGE , CA 91362  (800) 348-5003 N	480.06	27572519 WG MUSIC SUPPLIES 28267533 BATES MUSIC SUPPLIES	10/22/2015 10/29/2015	16315145 PO-160394 16351316 PO-160543	267.84 212.22	N N
000386 YOLO COUNTY ENVIRONMENTAL HEAL 137 N COTTONWOOD ST STE 2400 WOODLAND, CA 95696  (530) 666-8646 N	1,239.00	IN0080897 CAFE WTR SYST PRMTS	10/15/2015	16314059 PV-160150	1,239.00	N
District total:	736,504.22					

Report total:

736,504.22



# 2015-16 SINGLE PLAN FOR STUDENT ACHIEVEMENT



## Riverview Middle School River Delta Joint Unified District

The District Governing Board  
approved this revision of the School  
Plan on: 10/16/2015

CDS Code:

34674136033690

Principal:

Sonia Rambo, Principal

Superintendent:

Don Beno

Address:

525 South Second St.

Rio Vista, CA 94571-1941

Phone:

(707) 374-2345

Email:

[srambo@rdusd.org](mailto:srambo@rdusd.org)

Website:

[www.riverview.riverdelta.org](http://www.riverview.riverdelta.org)





Riverview Middle 2015-16  
Single Plan For Student Achievement Report

Goals and Actions	Start Date	Completion Date	Amount
<b>LCAP Priority 1 - Basic Services</b>			
<b>Facilities and Maintenance</b>			
Service Agreements	8/12/2015	6/30/2016	\$5,000
Instructional Materials	8/12/2015	6/30/2016	\$18,903
<b>LCAP Priority 2 - Implementation of State Standards</b>			
<b>Common Core Implementation</b>			
ELA and ELD Improvements	8/12/2015	6/30/2016	\$1,970
Math CCSS Implementation	8/12/2015	6/30/2016	\$0
<b>LCAP Priority 3 - Parent Involvement</b>			
<b>Parent Involvement</b>			
Increase Parent Involvement	8/12/2015	6/30/2016	\$500
<b>LCAP Priority 4 - Pupil Achievement</b>			
<b>Increase student performance</b>			
Increase ELA Proficiency	8/12/2015	6/30/2016	\$0
Increase Math Proficiency	8/12/2015	6/30/2016	\$0
Increase EL Reclassifications	8/12/2015	6/30/2016	\$500
<b>Librarian</b>			
Librarian Salary	8/12/2015	6/30/2016	\$3,000
<b>LCAP Priority 5 - Pupil Engagement</b>			
<b>Student Engagement</b>			
Awarding Academic Achievement	8/12/2015	6/30/2016	\$1,500
Student Recognition	8/12/2015	6/30/2016	\$0
<b>LCAP Priority 6 - School Climate</b>			
<b>School Climate</b>			
Restorative Justice Training	8/12/2015	6/30/2016	\$3,000
<b>LCAP Priority 7 - Course Access</b>			
<b>Course Access</b>			
Elective Support	8/12/2015	6/30/2016	\$1,000
<b>LCAP Priority 8 - Other Pupil Outcomes</b>			
<b>Other Student Outcomes</b>			
Improve Student Outcomes	8/12/2015	6/30/2016	\$2,215
<b>Total Annual Expenditures for Current Site Plan: \$37,588.00</b>			

## Goals

**LEA Goal:**

Student Achievement

**LCAP Goal:**

Not Aligned

### Goal Area : LCAP Priority 1 - Basic Services School Goal : Facilities and Maintenance

Provide adequate facilities for our students and teachers that promote a safe and efficient learning environment. Continue to monitor the stability of the air conditioning unit for the main building, keep up on minor repairs to ceiling tiles, lights, and flooring, and report repairs immediately to custodians and maintenance crews.

**What data did you use to form this goal (findings from data analysis)?**

There are several ongoing maintenance agreements to keep the facilities and office running smoothly and effectively. In addition to leases, rents, and service agreements, we use an alarm company and service companies to continue the upkeep on major office appliances.

**What did the analysis of the data reveal that led you to this goal?**

Copy machines, scanners, printers, and other office essentials require maintenance agreements on an annual basis.

**What process will you use to monitor and evaluate the data?**

We will keep track of the time each year when each service agreement needs to be renewed and continue to investigate cost-effective methods for servicing these items.

**Strategy:**

Keep maintenance records and service agreements to easily track expenditures and cost over the year. When available, budget additional funds to repair and replace costly and aging equipment.

### Action Title: Service Agreements

**Means of Achievement: Auxiliary services for students and parents**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Monitor annual service agreements on office copy machines and alarms, printers, scanners, and other needed items.

**Measures :**

Keep track of when service agreements are due and the cost of continuing the maintenance of the office items.

**People Assigned :**

# Riverview Middle 2015-16

## Single Plan For Student Achievement Report

Office Assistant, Secretary and Principal

Start Date : 8/12/2015

Completion Date : 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Supplies, rents, leases, repairs	\$5,000

### Action Title: Instructional Materials

**Means of Achievement: Improvement of instruction strategies and materials**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Provide teachers with necessary materials to ensure their classrooms are safe, productive, and technologically advanced to enable students to perform at their highest levels. Items in this category include Smartboards, Laptops, Desktop computers, Science lab equipment, Art supplies, Poster paper for Leadership, AVID, and other classroom projects, document cameras, and paper.

**Measures :**

Inventory technology and teaching materials each teacher currently has, as well as what they need to better serve our students. Teachers who currently have technology may have items that will soon need to be repaired or replaced.

**People Assigned :**

Teachers, Principal, Office Assistant

Start Date : 8/12/2015

Completion Date : 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Instructional Materials	\$13,000
Site Supplemental and Concentration	Instructional Materials	\$5,903

**LEA Goal:**

Student Achievement

**LCAP Goal:**

Not Aligned

**Goal Area : LCAP Priority 2 - Implementation of State Standards**  
**School Goal : Common Core Implementation**

All teachers will continue to implement Common Core State Standards in their classroom instruction. English Language Arts teachers and Math teachers will use available Common Core-aligned curriculum. Science teachers will continue to explore the Next Generation Science Standards. The English Language Development teacher will explore the newest ELD Standards aligned to Common Core.

**What data did you use to form this goal (findings from data analysis)?**

The CAASPP test results from the Spring SBAC test, NWEA MAP test results from the Fall 2015 testing window, and formal and informal assessments that align to Common Core State Standards.

**What did the analysis of the data reveal that led you to this goal?**

Students at Riverview underperformed in the areas of Math and ELA compared to students in other schools in the district as well as students in other districts statewide.

**What process will you use to monitor and evaluate the data?**

We will analyze the data from the CAASPP and the NWEA MAP tests to determine weak areas of instruction. We will use that data to drive instruction toward more effective teaching and instruction that is more closely aligned to the Common Core State Standards.

**Strategy:**

Teachers will analyze data quarterly, at a minimum and adjust their instruction to maximize growth areas. ELA teachers will participate in the curriculum adoption process by attending and participating in the curriculum committee meetings. The Math department will continue to participate in the EMITS program which helps teachers to analyze their instruction, observe other teachers, and develop teaching strategies.

**Action Title: ELA and ELD Improvements**

**Means of Achievement: Alignment of instruction with content standards**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

The English teachers will actively participate in the adoption process for new curriculum that is aligned with the Common Core State Standards. The ELD teacher will learn strategies for teaching English Learners by observing other ELD teachers and receiving training in ELD techniques. Provide the ELA/ ELD teacher with necessary technology.

**Measures :**

ELA teachers will attend curriculum committee meetings. The ELD teacher will attend a one day training in ELD and will have the opportunity to observe and work with another ELD teacher in the district. The ELA/ ELD teacher will receive a laptop and a document camera to be able to provide effective instruction in the classroom.

## Riverview Middle 2015-16 Single Plan For Student Achievement Report

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### People Assigned :

ELA, ELD and Math teachers

**Start Date :** 8/12/2015

**Completion Date :** 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Technology for ELA Teacher	\$1,970

### Action Title: Math CCSS Implementation

### Means of Achievement: Alignment of instruction with content standards

**Action Type :** Form A: Planned Improvements in Student Performance.

### Tasks :

Math teachers will continue to work with the EMITS program to improve teaching techniques and strategies that utilize the Common Core State Standards in lesson planning and execution.

### Measures :

Math teachers will meet quarterly with their EMITS mentors and work with the EMITS team to prepare and present lessons, analyze and critique the lesson for good instruction and use of Common Core strategies, revise lessons, and publish completed lessons.

### People Assigned :

Math teachers and EMITS coordinators, mentors and teachers

**Start Date :** 8/12/2015

**Completion Date :** 6/30/2016

**LEA Goal:**

Not Aligned

**LCAP Goal:**

Not Aligned

**Goal Area : LCAP Priority 3 - Parent Involvement**

**School Goal : Parent Involvement**

Provide opportunities for parents to be involved in their students' academic and social success at school. Some of these opportunities may be Orientation, Back to School Night, Honor Roll Ceremonies, Rallies, Assemblies, Field Day, ELAC meetings, Parent/ Teacher Conferences, Open House, and Graduation.

**What data did you use to form this goal (findings from data analysis)?**

Low attendance at previous school events as well as a lack of organized activities for parents.

**What did the analysis of the data reveal that led you to this goal?**

There were not enough opportunities for parents to be involved and communication was lacking. Without a Spanish speaker on campus, messages were not going home by phone in Spanish. Flyers and handouts rarely make it home for parents to read.

**What process will you use to monitor and evaluate the data?**

We will keep track of the number of parents who attend events throughout the year. We will track the communication methods we use.

**Strategy:**

We will advertise more effectively for events, have additional events this year that encourage parents to attend, and include Spanish translation in the messages home. We will use Leadership students to help promote events and opportunities for parents to be involved.

**Action Title: Increase Parent Involvement**

**Means of Achievement: Involvement of staff, parents and community**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Provide incentives for parents to come to events. Some incentives could include raffling off spirit wear or providing refreshments at certain events. Translation services will also allow greater access for our Spanish-speaking population.

**Measures :**

The staff can partner with PTC and other volunteers to provide incentives for parents to attend events. We can monitor attendance at events and determine the best incentive based on number of attendees.

**People Assigned :**

PTC and Riverview staff

# Riverview Middle 2015-16

## Single Plan For Student Achievement Report

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Start Date : 8/12/2015

Completion Date : 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Parent Incentives	\$500

**LEA Goal:**

Student Achievement

**LCAP Goal:**

Not Aligned

**Goal Area : LCAP Priority 4 - Pupil Achievement**

**School Goal : Increase student performance**

Increase ELA Proficiency rates, Math Proficiency rates, and EL Reclassifications. See an increase in number of students moving from one level of achievement to the next, from below basic to basic or basic to proficient. See an increased number of EL students progressing on their CELDT testing, as well as showing academic improvements and success in their core subject areas.

**What data did you use to form this goal (findings from data analysis)?**

Riverview had no EL Reclassifications last year. Some EL students decreased their language acquisition scores, instead of increasing. The SBAC scores showed a low proficiency percentage in ELA and Math school wide and were the lowest percentages in the district.

**What did the analysis of the data reveal that led you to this goal?**

EL students are not progressing in their English acquisition. Students need more effective teaching strategies and need to use the provided curriculum that is used district-wide with known success at other sites. There was a low percentage of students who tested proficient in Common Core State Standards in the areas of Math and Language Arts.

**What process will you use to monitor and evaluate the data?**

We will monitor the number of EL students at each CELDT level and monitor their progress throughout the year by evaluating the MAP test data. All students will take the MAP test three times. Teachers and the Principal will monitor student progress and teachers will work on using data from the test results to guide instruction.

**Strategy:**

We will effectively use the EL curriculum to progress the EL students toward Reclassification. We will give the MAP test to all students three times during the year to give teachers data to guide instruction, as well as providing practice for the students before the SBAC test in the spring.

**Action Title: Increase ELA Proficiency**

**Means of Achievement: Monitoring program implementation and results**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Monitor instruction in ELA and determine any improvements that need to be made to instructional strategies. Teachers will meet together on a monthly basis to share ideas, lessons, and strategies. Teachers will discuss articulation from one grade to another and the knowledge base needed to progress from one grade to the next in Language Arts.

**Measures :**

Track student progress on MAP test and use the results to guide instruction. This test will be given three times this year and aligns closely with Common Core State Standards and the CAASPP test that will be given in the spring. Teachers can use the results of the test to monitor student progress, find gaps in the teaching of certain key concepts, and receive validation of areas where



students are performing well.

**People Assigned :**

Teaching Staff and Principal

**Start Date :** 8/12/2015

**Completion Date :** 6/30/2016

**Action Title: Increase Math Proficiency**

**Means of Achievement: Improvement of instruction strategies and materials**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Continue participation in the EMITS program to improve instructional strategies in our math department. This program involves training over the summer, meetings, observations, lesson planning and mentoring that occurs multiple times during the school year. Teachers can use the techniques and strategies each day in their own development of lesson plans and implementation.

**Measures :**

Monitor student progress after MAP testing. Use reports and student progress data to monitor increases in proficiency rates. Look for gaps in the learning and alter lesson plans and instruction to teach students in the areas they are missing. Use the guidance through the EMITS program to apply the strategies on a daily basis.

**People Assigned :**

Teaching staff and Principal

**Start Date :** 8/12/2015

**Completion Date :** 6/30/2016

**Action Title: Increase EL Reclassifications**

**Means of Achievement: Monitoring program implementation and results**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

EL students will be monitored more closely this year to determine their progress and the effectiveness of the Transitional English program. The teacher will use the same curriculum that is used for ELD students district wide.

**Measures :**

We will analyze data from the CELDT testing, the MAP testing and student grades to determine whether or not students are progressing and if students are ready to be reclassified. The teacher will do formal and informal assessments to determine gaps in language acquisition and use ELD strategies to increase student progress.

**People Assigned :**

Teachers, and Principal

**Start Date :** 8/12/2015

**Completion Date :** 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	ELD Training	\$500

**LEA Goal:**

Student Achievement

**LCAP Goal:**

Not Aligned

**Goal Area : LCAP Priority 4 - Pupil Achievement**

**School Goal : Librarian**

The school Librarian will help students select appropriate books for their reading level, provide research materials for projects, and facilitate the checking out of books. The Librarian also maintains the books, shelving, and meeting areas in the library. The Librarian organizes the database that stores information when checking out books and uses the scanners to make the process of checking out books more efficient.

**What data did you use to form this goal (findings from data analysis)?**

Teachers have shown interest in using the library for projects and encourage students to check out books. Teachers know what day the Librarian will be on site and make arrangements to have students check out books on that day.

**What did the analysis of the data reveal that led you to this goal?**

Teachers will use the library when it is available and take their classes to check out books when the Librarian is on campus. Teachers coordinate research projects with the Librarian and make requests for certain book titles or genres.

**What process will you use to monitor and evaluate the data?**

Look at the number of books being checked out, monitor how busy the library is on days when the Librarian is on site. Monitor the efficiency of the scanners and database.

**Strategy:**

Walk through the library periodically on Tuesdays when the Librarian is on campus. Talk to teachers about using the library and how it can be improved.

**Action Title: Librarian Salary**

**Means of Achievement: Improvement of instruction strategies and materials**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Provide the school with a Librarian one day a week. Utilize the Librarian for checking out books to students, assisting teachers with school research projects, and allowing the Library to be a safe place for students.

**Measures :**

Pay the Librarian's salary for 1/5 of the week that she is on site. Use her to the fullest potential when she is on campus. Utilize the scanning software and equipment that was purchased last year to improve efficiency with checking out books and cataloging.

**People Assigned :**

Librarian, Teachers, Principal

# Riverview Middle 2015-16

## Single Plan For Student Achievement Report

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Start Date : 8/12/2015

Completion Date : 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Librarian Salary	\$3,000

**LEA Goal:**

Student Achievement

**LCAP Goal:**

Not Aligned

**Goal Area : LCAP Priority 5 - Pupil Engagement**  
**School Goal : Student Engagement**

Students will be honored and rewarded for good behavior and academic success. Students will have quarterly incentives and recognition for behavior, attendance, and grades. Students may also participate in positive incentives, such as school dances, BBQs and Field Day.

**What data did you use to form this goal (findings from data analysis)?**

Formal and informal analysis of student behavior, including detention rates, suspensions, and expulsions, as well as tardies and classroom disruptions.

**What did the analysis of the data reveal that led you to this goal?**

Students who are rewarded for positive behavior will continue the positive behavior. If students who miss out on such rewards, see the positive incentives given to students, they will strive to do better in order to be able to participate in the same positive incentives in the future.

**What process will you use to monitor and evaluate the data?**

Student progress over time in the areas of grade point average, number of detentions assigned, number of suspensions and expulsions school wide, and teacher analysis of classroom disruptions. We will also monitor the number, frequency, and type of positive incentive to determine any changes to behavior and academics during those times.

**Strategy:**

Honor students for academic progress and achievement on a quarterly basis, by having an award ceremony as well as a Principal's BBQ. We will have three dances during the year that will serve as incentive for good behavior and grades. Students will also not be allowed to participate if their behavior or grades have been poor for the weeks to months leading up to the incentive.

**Action Title: Awarding Academic Achievement**

**Means of Achievement: Alignment of instruction with content standards**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Have an award assembly quarterly in which students are honored for their academic achievement, as well as academic improvement. Students will also be honored for Perfect Attendance.

**Measures :**

Students will be honored for having a GPA of 3.0-3.49 on their report card, 3.5-3.99, and 4.0. Students will also be recognized who increased their GPA by 1.0 or more. Students will be honored who have had Perfect Attendance for the quarter.

**People Assigned :**

Teachers, Principal, Secretary

# Riverview Middle 2015-16

## Single Plan For Student Achievement Report

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Start Date : 8/12/2015

Completion Date : 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Paper for Certificates	\$500
Lottery: Unrestricted	Principal's BBQ	\$1,000

### Action Title: Student Recognition

#### Means of Achievement: Alignment of instruction with content standards

**Action Type :** Form A: Planned Improvements in Student Performance.

#### Tasks :

Recognize students on an on-going basis for making good decisions, acting responsibly, showing improvements in a variety of areas, and showing kindness.

#### Measures :

Teachers and the Principal can give shout-outs to students over the morning announcements, during rallies and assemblies, and with Ms. Stiles' Geek of the Week for 8th grade Math.

#### People Assigned :

Teachers and Staff

Start Date : 8/12/2015

Completion Date : 6/30/2016

**LEA Goal:**

Not Aligned

**LCAP Goal:**

Not Aligned

**Goal Area : LCAP Priority 6 - School Climate**

**School Goal : School Climate**

Create a safe environment that promotes respect and responsibility and uses restorative practices to repair harm and restore relationships. Use restorative practices and positive incentives to begin to shift the culture and climate of Riverview. Use restorative conferences to meet with students and families after conflicts and suspensions. Use restorative mediation to help students resolve conflicts, as well as teachers and students.

**What data did you use to form this goal (findings from data analysis)?**

Riverview Middle School had more suspensions and expulsions than any other school in the district last year. The number of suspensions did not prevent more suspensions or bad behavior from occurring on campus. Student behaviors did not improve as a result of suspensions.

**What did the analysis of the data reveal that led you to this goal?**

Suspensions have not helped students to understand the wrong decisions they made. Students were not correcting their behavior. Student behavior did not improve due to being suspended. Students who had been suspended often re-offended and had multiple suspensions for the year.

**What process will you use to monitor and evaluate the data?**

We will keep track of the number of suspensions this year as well as the number of restorative conferences, mediations, and circles we hold for proactive and responsive measures. We will implement positive incentives to increase positive behaviors on campus.

**Strategy:**

We will use restorative practices to solve small conflicts before they become bigger, restore relationships between students and teachers when students are sent out of class, use restorative practices for preventative measures and school wide positive interactions, and reduce the number of suspensions by using restorative conferences and conflict resolution when appropriate.

**Action Title: Restorative Justice Training**

**Means of Achievement: Staff development and professional collaboration**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Attend Restorative Justice training with various staff members in order to have a base knowledge of what Restorative Justice is and how it can be used at our school. Develop a plan for implementation with the trained teachers and allow time to share what they have learned through a train the trainer method of professional development.

**Measures :**

Train the entire staff of Restorative Justice this year and start to use restorative practices to improve school culture and behavior.

## Riverview Middle 2015-16 Single Plan For Student Achievement Report

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Slowly implement restorative mediation, restorative conferences, classroom circles, and positive incentives.

**People Assigned :**

All staff members.

**Start Date :** 8/12/2015

**Completion Date :** 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Restorative Justice Training	\$3,000

**LEA Goal:**

Student Achievement

**LCAP Goal:**

Not Aligned

**Goal Area : LCAP Priority 7 - Course Access**

**School Goal : Course Access**

Students will continue to have opportunities to participate in AVID, Leadership, Art, and Weight Training, as well as classes that meet more specific needs, like Math and English Intervention, Transitional English, Journalism and Accelerated Reader. AVID is comprised of students who applied and were interviewed before being selected for the class. Leadership is a class of students who organize and host events on campus, advertise for school functions, and take an active role in improving the school climate and culture.

**What data did you use to form this goal (findings from data analysis)?**

Student test scores and grades help in placement of students in appropriate classes. EL students who are level 1, 2, or 3 on the CELDT are placed in Transitional English.

**What did the analysis of the data reveal that led you to this goal?**

Students who are able to participate in elective courses are able to find new ways to explore learning and build skills that support their core classes.

**What process will you use to monitor and evaluate the data?**

Each quarter we will analyze the proper placement of students, especially those in intervention classes. We can make adjustments at each quarter if needed to support students' academic achievement.

**Strategy:**

Continue to monitor and adjust as the year progresses. Begin the process mid year for placing students for next year. Speak with teachers about tracking student data and moving students if needed.

**Action Title: Elective Support**

**Means of Achievement: Alignment of instruction with content standards**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Provide elective teachers with the instructional materials needed to run a successful and effective classroom. Art uses many items that are single use and new supplies are needed for almost every project. The 8th Grade Accelerated Reader class is looking into a play, which may need costumes and props. Weight lifting has weight machines, but may need additional items for larger classes.

**Measures :**

Determine the needs of each of the elective teachers and provide materials that would allow students course access.

**People Assigned :**

Teachers and Principal



# Riverview Middle 2015-16

## Single Plan For Student Achievement Report

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Start Date : 8/12/2015

Completion Date : 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Elective Materials	\$1,000

**LEA Goal:**

Student Achievement

**LCAP Goal:**

Not Aligned

**Goal Area : LCAP Priority 8 - Other Pupil Outcomes**

**School Goal : Other Student Outcomes**

Student outcomes such as suspensions and expulsions will be monitored for reductions. Attendance rates will be monitored for increases. Teachers will assist in monitoring student test results for proper placement in intervention classes as well as advanced classes. Student behavior will be monitored for improvement, especially in relation to positive behavior incentives and restorative practices.

**What data did you use to form this goal (findings from data analysis)?**

We will look at attendance records, suspension and expulsion rates, and student test scores on formal and informal assessments. We will look at classroom and playground behavior for ways to improve student behavior and interactions.

**What did the analysis of the data reveal that led you to this goal?**

Riverview had the highest rate of suspensions in the district last year. Attendance rates are fairly good, but there have been no campaigns to improve attendance. Students were not properly placed in intervention and ELD classes this year.

**What process will you use to monitor and evaluate the data?**

On a quarterly basis, we will analyze the number of suspensions and expulsions, the attendance rates and GPA reports to determine where improvements need to be made. We can determine what shifts need to be made in scheduling throughout the year to place students in a more appropriate class setting.

**Strategy:**

We will use restorative practices and positive behavior incentives to increase positive behavior among students. We will begin the master scheduling process early to determine the number of intervention and advanced classes needed and use student data to place students properly for next year.

**Action Title: Improve Student Outcomes**

**Means of Achievement: Monitoring program implementation and results**

**Action Type :** Form A: Planned Improvements in Student Performance.

**Tasks :**

Determine the incentives and programs that will help students be more successful behaviorally and academically to ensure they receive every opportunity to be in class and learn. Provide opportunities for students to attend a college field trip to promote a college-bound culture.

**Measures :**

Use restorative practices and other positive behavior incentives to increase student behavior and less time out of class. Determine the effectiveness of visiting a college campus on students' attitude toward attending college.

**People Assigned :**

# Riverview Middle 2015-16

## Single Plan For Student Achievement Report

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Staff, Teachers, and Principal

**Start Date :** 8/12/2015

**Completion Date :** 6/30/2016

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Student Incentives	\$500
Lottery: Unrestricted	College Field Trips	\$1,715

# Riverview Middle 2015-16

## Single Plan For Student Achievement Report

### Funding Programs Included in this Plan

Each state and federal categorical program in which the school participates.

Total Site Plan Budget : \$37,588

Total Annual Expenditures for Current School Plan: (\$37,588)

Balance: \$0

Funding Resource Code	Funding Source	Allocation / Expenditure
<b>1100</b>	<b>Lottery: Unrestricted</b>	<b>\$6,715</b>
	Action: Awarding Academic Achievement	(\$1,000)
	Action: Improve Student Outcomes	(\$2,215)
	Action: Increase Parent Involvement	(\$500)
	Action: Restorative Justice Training	(\$3,000)
	<b>Balance:</b>	<b>\$0</b>
<b>100</b>	<b>Discretionary</b>	<b>\$24,970</b>
	Action: Awarding Academic Achievement	(\$500)
	Action: ELA and ELD Improvements	(\$1,970)
	Action: Elective Support	(\$1,000)
	Action: Increase EL Reclassifications	(\$500)
	Action: Instructional Materials	(\$13,000)
	Action: Librarian Salary	(\$3,000)
	Action: Service Agreements	(\$5,000)
	<b>Balance:</b>	<b>\$0</b>
<b>710</b>	<b>Site Supplemental and Concentration</b>	<b>\$5,903</b>
	Action: Instructional Materials	(\$5,903)
	<b>Balance:</b>	<b>\$0</b>

**School Site Council Membership**

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the School through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:

Name	Represents	Contact Info	Reviewed Plan Date
Peter Hamilton	Classroom Teacher	phamilton@rdusd.org	10/8/2015
Sonia Rambo	Principal	srambo@rdusd.org	10/8/2015
Jennifer Strom	Classroom Teacher	jstrom@rdusd.org	10/8/2015
Joanna Myer	Parent or Community Member	joannamy@me.com	10/8/2015
Julie Griffin	Parent or Community Member	juliegriffin@frontie	10/8/2015
Kellee Sisneros	Parent or Community Member	ksisneros@rdusd.org	10/8/2015
Jay Forbes	Parent or Community Member	oldjmf5150@yahoo.com	10/8/2015
Melinda Barkman	Other School Staff	mbarkman@rdusd.org	10/8/2015

**Total Number of Committee Members**

	Principal	ClassRoom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Number of Members of each Category	1	2	1	4	

**Recommendations and Assurances**

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan.

\_\_\_\_\_ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed here in form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on:

10/8/2015

Attested:

Sonia Rambo, Principal  
\_\_\_\_\_  
Typed name of School Principal

*Sonia J. Rambo*  
\_\_\_\_\_  
Signature of School Principal

10-8-15  
\_\_\_\_\_  
Date

*Kellee Sisneros*  
\_\_\_\_\_  
Typed name of SSC Chairperson  
Acting Chairperson

*Kellee Sisneros*  
\_\_\_\_\_  
Signature of SSC Chairperson

10-8-15  
\_\_\_\_\_  
Date

## Analysis of Current Educational Practice

**1. Use of state and local assessments to modify instruction and improve student achievement (ESEA):**

Teachers use District Benchmark Assessments, textbook generated assessments, and teacher generated summative and formative assessments to gauge student learning. Teachers utilize results to identify areas of concern with students and modify lessons.

**2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC):**

Teachers have utilize results of Benchmark Assessments, textbook generated tests, teacher generated summative and formative assessments to identify students strengths and weaknesses, specifically in Math and English. The school site is utilizing Jupitergrades for all students, to assist in the communication with parents and guardians. This assists teachers and parents in identifying and communicating potential problem areas in individual students.

**3. Status of meeting requirements for highly qualified staff (ESEA):**

All teachers are highly qualified as defined by ESEA.

**4. Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC):****5. Sufficiency of credentialed teachers and teacher professional development (e.g. access to AB 466 training on SBE-adopted instructional materials) (EPC):**

All teachers are credentialed in the subject areas they teach. Professional development in curriculum and instructional strategies is provided on site as well as by the district office and Sacramento County Office of Education. Teachers are also encouraged to access other relevant conferences and workshops. A District sponsored series of interactive mentoring is currently being utilized with English and Math teachers for the conversion to Common Core.

**6. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA):**

All teachers are certificated. Common Core Standards professional development has begun in the content area of Mathematics and English. A series of five days of individualized mentorship for Math and five days of individualized mentorship for English teachers is currently calendared for this year. The focus is on grade level Common Core.

**7. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC):**

The District has contracted coaches to assist teachers in the area of Strategic Schooling and English Language Development; they have worked with our staff throughout the 2013-2014 school year. Riverview has catagorized funds to further support teachers in the development of Common Core strategies for the 2014-2015 school year. Riverview sent 3 Teachers and the Principal to an AVID conference during July of 2014.

**8. Teacher collaboration by grade level (K-8) and department (9-12) (EPC):**

Teachers frequently informally collaborate with grade level peers, and articulate with 6th through 8th grade subject matter peers. A total of 13 teachers are at Riverview and meetings occur in an organised setting and informal setting. This is the first year teachers have preparation periods for the secondary level, but only one can be on prep at one time. Informal collaboration occurs often because of the small nature of the site.

**9. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA):**

School is aligned to Board and State Mandated curriculum. Common Core Math is now being taught at Riverview in all grade level classes. Geometry will be taught at Riverview for the first time in 2014-2015.

**10. Adherence to recommended instructional minutes for reading/language arts and mathematics (K-8) (EPC):**

School provides all students with one period of Math and English, but also provides a period of remediation Math and remediation English. There is also advanced English classes offered in both 7th and 8th grade.

**11. Lesson pacing schedule (K-8) and master schedule flexibility for sufficient numbers of intervention courses (EPC):**

The school follows the District pacing schedules for all content areas. Intervention classes are now being offered at Riverview for the 2014-2015 school year.

**12. Availability of standards-based instructional materials appropriate to all student groups (ESEA):**

Every student has his or her own textbook, access to technology in every classroom and around school, and to ancillary materials.

**13. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC):**

All students have access to SBE-adopted and standards-aligned instructional materials, including textbooks, in all core subject areas.

#### **14.Services provided by the regular program that enable underperforming students to meet standards (ESEA):**

Services are presently in place to meet the needs of under-performing students, but more materials, technology, intervention programs, and teacher training is needed to improve upon what we currently have.

#### **15.Research-based educational practices to raise student achievement at this school (ESEA):**

Intervention classes in English and Math will begin in the fall of 2014-2015. The Algebra 1 teacher from the high school is now employed full time at Riverview and teaching an Algebra 1 class and a Geometry class at Riverview for the first time.

#### **16.Resources available from family, school, district, and community to assist under-achieving students (ESEA):**

Students also have access to intervention in Mathematics and ELA. The AVID program will also be offered at each grade level for the 2014-2015 school year. During the 2014-2015 school year the After School Program was eliminated at Riverview Middle School. Service organizations and individuals donated to provide college visits for every Riverview student, purchase new technological equipment, rewards for good behavior, and restoring the after school sports program. The community also assisted in fundraising for the Washington DC trip, Point Bonita Science camp, as they have in the past.

#### **17.Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of consolidated application programs. (5 CCR 3932):**

The School Site Council brings together representative parents, teachers and other school personnel along with students to plan and oversee the implementation of the Single Plan for Student Achievement.

#### **18.Services provided by categorical funds that enable underperforming students to meet standards (ESEA) :**

A pull out ELD class is being offered for the 2014-2015 school year. English and Math intervention classes are being offered for the first time at Riverview Middle School. A study skills class is offered for only Special Education students.

#### **19.Fiscal support (EPC):**

Categorical funds are expended with a focus on increasing the academic achievement of Riverview students in accordance with the budget outlined in the Single Plan for Student Achievement..



BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: November 10, 2015

Attachments:  X  
Item No. 10.5

SUBJECT Request to approve Independent Contract for  
Services Agreement

Action: \_\_\_\_\_  
Consent:  X

Background Contract Lee Williams, November 1, 2015 – October 31, 2016, to provide CPR &  
First Aid training to RDUSD employees and coaches.

Status

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources \$5,400.00 01-000-0-5800-101-0000-7400 (Personnel)

Recommendation: That the Board approve the Independent Contract for Services Agreement  
with Lee Williams.

Time: \_\_\_\_\_



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
Rio Vista, California 94571-1651  
(707) 374-1700 Fax (707) 374-2995  
www.riverdelta.k12.ca.us

## INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Lee Williams, hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions:

1. **TERM:** The term of this agreement is from Nov. 1, 2015 through Oct. 31, 2016. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 30 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

2. **CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows: Provide CPR & First Aid training good for a two year period to River Delta Unified School District employees & coaches.

3. **PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:  
\$ 60.00 per day week month year or per person  
OR \$ \_\_\_\_\_ per hour for periods of less than one day;  
for a total cost not to exceed \$ 5,400

In the event the CONSULTANT is required to travel outside Solano, Yolo or Sacramento Counties at the request of the DISTRICT, it is agreed that actual and necessary expenses incurred while performing such services shall be reimbursed. All payments will be based on invoices submitted to DISTRICT by CONSULTANT and approved by DISTRICT'S authorized representative. The CONSULTANT shall provide an itemization of costs on submitted invoice.

4. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.

5. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.

6. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and*

*Creating Excellence To Ensure That All Students Learn*

- 7. **COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
- 8. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

The Superintendent may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and, thus, is not required to comply fully with the disclosure requirements described in those Sections cited above. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code Form 700 Statements of Economic Interest. In addition, if the contract itself contains Conflict of Interest/Statements of Economic Interest Disclosures, the consultant is not required to re-file with the district annually.

- 9. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.

**CONTRACTOR/CONSULTANT:**

**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

LEE Williams  
Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

Bonnie Kauzlarich \_\_\_\_\_ 10/26/15  
Requested By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Social Security Number/Federal Tax ID Number

\_\_\_\_\_  
Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

8274 B&R Lane Rio Vista Ca  
Address \_\_\_\_\_ State \_\_\_\_\_ Zip 94571

01-0000-0-5800-101-0000-7400  
Budget Code (Name & Coding) \_\_\_\_\_

williamsmtz5154@yahoo.com  
Contact Phone and Email \_\_\_\_\_

November 10, 2015  
Board of Trustees Action \_\_\_\_\_ Date \_\_\_\_\_

B. Williams  
Signature (Contractor/Consultant Authorized Representative)

**Consultant must answer the two questions below:**

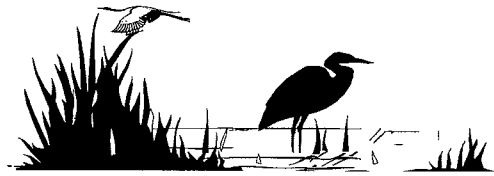
- 1. Are you presently or have you been a member of PERS or STRS?  
PERS: Yes \_\_\_\_\_ No X  
STRS: Yes \_\_\_\_\_ No X
- 2. Are you presently an employee of River Delta Unified School District? Yes \_\_\_\_\_ No X

**This contract is not valid nor an enforceable obligation against the District until approved or ratified by the Board of Trustees, duly passed and adopted.**

1/14/08

*Creating Excellence To Ensure That All Students Learn*

Bates School	Isleton School	Walnut Grove School	Delta High School	Wind River School
Clarksburg Elementary	Riverview School	D.H. White Elementary	Rio Vista High School	Mokelumne High School
River Delta High/Elementary School	River Delta Community Day School.....	Delta Elementary Charter School		



**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**445 Montezuma Street**  
**Rio Vista, California 94571-1651**  
 (707) 374-1700 Fax (707) 374-2995

**HOLD HARMLESS & INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Lee Williams, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

In the case of Facility Use Agreements, Contractor/Consultant further agrees to comply with the insurance requirements attachment to that contract and shall name the District as an additional insured via separate endorsement from its insurance carrier, and provide acceptable proof thereof to the District.

If the Contractor/Consultant should sublet any work to another party (i.e., subcontractor), Contractor/Consultant guarantees that such subcontractor shall indemnify the District prior to permitting subcontractor to commence its work. Contractor/Consultant shall obtain a signed agreement from such subcontractor indemnifying the District as set forth above. In addition, Contractor/Consultant shall require in its purchase orders that each supplier indemnify Contractor/Consultant and the District from any and all losses arising from any materials, products, or supplies included in such work.

In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

Lee Williams  
 Signature of Authorized Representative

11-3-15  
 Date Signed

LEE WILLIAMS  
 Typed/Printed Name of Authorized Representative

\_\_\_\_\_  
 Company Name

Address, Email & Phone: 8274 3rd Lane Rio Vista Ca 94571  
williamsmtz5151@yahoo.com 707-689-3960

1/14/08

*Creating Excellence To Ensure That All Students Learn*

- Bates School
- Isleton School
- Walnut Grove School
- Delta High School
- Wind River School
- Clarksburg Middle
- Riverview Middle
- D.H. White Elementary
- Rio Vista High School
- Mokelumne High School
- River Delta High/Elementary School
- River Delta Community Day School.....Delta Elementary Charter School



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
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## Superintendent's Statement Regarding Consultant and Conflict of Interest Annual Statement Needed

This is to affirm that the Contractor/Independent Contractor (Consultant), Lee Williams, is hired by this District to perform work as indicated below and/or per attached contract/agreement:

Description of Duties: **Provide CPR & First Aid training good for a two year period to River Delta Unified School District employees & coaches.**

Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources?

No (If No, this consultant is not required to file the Form 700 with the district for the year(s) they are contracted by the district as long as the scope of duties do not change\*).

Yes (If Yes, this consultant is required to file a statement of economic interests/conflict of interest disclosure with this district for the year(s) they are contracted by the district\*\*)

\*This contractor/consultant (although identified as a "designated position" for purposes of the District's Conflict of Interest Code/Economic Interest Statement Form 700) is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in the District's Conflict of Interest Code.

\*\*Either (a) the contractor/consultant must file the Form 700 annually as long as they are contracted with the district or (b) if the contract/agreement itself (provided by the contractor/district and district Board approved), contains conflict of interest disclosures, the contractor/consultant may attach that portion of the contract/agreement to this Statement (annually) in satisfaction of this requirement.

This determination is a public record and shall be retained for public inspection in the same manner and location as the District's Conflict of Interest Code Form 700s.

Don Beno, Superintendent

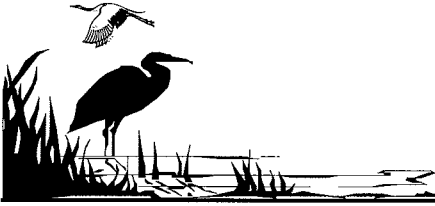
Date

1/14/08

Attachment : (Conflict of Interest Code)

*Creating Excellence To Ensure That All Students Learn*

Bates School                      Isleton School                      Walnut Grove School                      Delta High School                      Wind River School  
Clarksburg Elementary                      Riverview School                      D.H. White Elementary                      Rio Vista High School                      Mokelumne High School  
River Delta High/Elementary School                      River Delta Community Day School.....Delta Elementary Charter School



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
Rio Vista, California 94571-1651  
(707) 374-1700 Fax (707) 374-2995  
www.riverdelta.k12.ca.us

## CONTRACTOR INSURANCE REQUIREMENTS

Contractor represents that it does carry and will continue to carry, with Insurance companies acceptable to the District, the following insurance coverages for any work or liability, including products and completed operations, arising out of or in any way connected with the work under this agreement:

Commercial General Liability Coverage—on an “occurrence form” policy containing a per occurrence limit of at least \$1,000,000 or the total cost of the project, which ever is more, protecting against bodily injury, property damage and personal injury claims arising from the exposures of (1) premises and operations; (2) products and completed operations (with a separate limit of coverage at least equal to the per occurrence limit); (3) independent subcontractors; (4) Contractual liability risk covering the indemnity obligations set forth in the hold harmless and indemnification agreement; and (5) where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. The policy may not contain any exclusion or reduction in coverage for any of the above listed exposures.

Automobile Liability Coverage—insuring against bodily injury and/or property damage arising out of the operation, use, loading or unloading of any auto including owned, non-owned, hired and employee autos with limits of at least \$1,000,000.

Worker’s Compensation and Employer’s Liability Coverage—providing statutory benefits imposed by applicable state or federal laws such that the District will have no liability to Contractor or its employees, subcontractors and agents; and that Contractor will satisfy all Worker’s Compensation obligations imposed by state law. If Contractor has any employees that are subject to the rights and obligations of the Longshoremen and Harbor Workers Act, then the Worker’s Compensation Insurance must be broadened to provide such coverage. In addition, Contractor agrees to carry Employer’s Liability Coverage with limits of not less than \$1,000,000 per accident for each employee.

Professional Liability Coverage—insuring, where applicable, for any exposures resulting from professional liability with limits of at least \$1,000,000.

Additional Insured—Contractor shall add “River Delta Unified School District, its board of trustees, officers, agents and employees” (collectively the “District”) as an additional insured via separate endorsement by having the insurance carrier issue an ISO CG 20 10 edition date 11 85 Additional Insured Endorsement or its equivalent. Such endorsement must include completed operations coverage for the benefit of the additional insured. This extension shall apply to the full extent of the actual limits of Contractor’s coverages even if such actual limits exceed the minimum limits required by this agreement. The District’s additional insured status under the policy(ies) must not be limited by amendatory language to the policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the District in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this agreement. Each general liability, umbrella, or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of the District shall be considered excess for purposes of responding to claims.

*Creating Excellence To Ensure That All Students Learn*

Bates School                      Isleton School                      Walnut Grove School                      Delta High School                      Wind River School  
Clarksburg Elementary                      Riverview School                      D.H. White Elementary                      Rio Vista High School                      Mokelumne High School  
River Delta High/Elementary School                      River Delta Community Day School.....Delta Elementary Charter School

Contractor shall evidence that such insurance is in force by furnishing the District with acceptable proof thereof with a Certificate of Insurance together with a copy of the declarations page of the policies and all policy endorsements, or if requested by the District, certified copies of the policies. The certificate, declarations page, and all policy endorsements shall become a part of this agreement. Each certificate of insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to the District, but in the event of non-payment of premium, ten (10) days notification will be provided; (2) show the District as Additional Insured by referencing and attaching the required endorsement; (3) shall indicate that the Contractor's coverage is primary and the District's insurance is excess for any claims; and (4) as to CGL coverage shall state "Policy includes contractual liability coverage insuring the agreement and obligations of the insured to indemnify the District and others to the extent set forth in the Agreement between the insured and the District."

Subcontractors and Suppliers—If the Contractor should sublet any work to another party (subcontractor), Contractor guarantees that such subcontractor shall indemnify the District as set forth in this agreement and shall carry insurance as set forth in these requirements prior to permitting subcontractor to commence its work. Contractor shall obtain a signed agreement from such subcontractor indemnifying the District as set forth in this Agreement and agreeing to carry insurance as set forth above. In addition, Contractor shall require in its purchase orders that each supplier indemnifies Contractor and the District from all losses arising from any materials, products, or supplies included in such work.

Any attempt by the Contractor to cancel or modify such insurance coverage, or any failure by the Contractor to maintain such coverage, shall be default under this Agreement and, upon such default, the District will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to other remedies, the District may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

These insurance requirements are independent of and shall not in any way limit the indemnity obligations of the Contractor under this agreement.

The amounts and types of insurance set forth above are minimums required by the District and shall not substitute for an independent determination by Contractor of the amounts and types of Insurance which Contractor shall determine to be reasonably necessary to protect itself and its work. The District reserves the right to modify these provisions relating to indemnification and insurance, and Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

Failure to enforce any of the provisions of these requirements or any of the provisions of this agreement shall in no way constitute a waiver of such provisions. In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

Lee Williams

Signature of Authorized Representative

Lee Williams

Typed/Printed Name of Authorized Representative

Address, Email & Phone:

8274 B&R Lane Rio Vista Ca 94571  
williamsmtz5151@yahoo.com 707-689-3960

11-3-15

Date Signed

Williams Sewell

Company Name

1/14/08

**BOARD OF TRUSTEES  
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments:  X

From: Antonia Slagle, Isleton Elementary Principal

Item Number: 10.6

**SUBJECT** Request to have the attached list of textbooks declared as surplus from Isleton Elementary School

Action:   
Consent Action:  X   
Information Only:

**Background:**

River Delta has a new adoption of Expressions for k-5, and we have an inventory of Envision Math materials which include workbooks, teacher ancillary materials and textbooks. All Envision math items have been removed from the classroom to make room for new adoption.

**Status:** All the items identified on the attached list have been removed from the classroom or other school locations.

**Presenter:** Antonia Slagle

**Other People Who Might Be Present:**

**Cost &/or Funding Sources:**N/A

**Recommendation:** That the Board declare as surplus the attached list of textbooks located at Isleton Elementary School

Time: 2 mins.



## Envision Math Inventory: Isleton School

Kindergarten	Envision math hard bound book	0
	Interactive daily spiral review workbook	40
	Interactive homework workbook	12
First Grade	Envision math hard bound book	0
	Interactive daily spiral review workbook	107
	Interactive homework workbook	8
	Common core reteaching and practice	3
Second Grade	Envision math hard bound book	0
	Interactive daily spiral review workbook	13
	Interactive homework workbook	8
Third Grade	Envision math hard bound book	34
	Interactive daily spiral review workbook	68
	Interactive homework workbook	12
Fourth Grade	Envision math hard bound book	6
	Interactive daily spiral review workbook	10
	Interactive homework workbook	3
Fifth Grade	Envision math hard bound book	38
	Interactive daily spiral review workbook	159
	Interactive homework workbook	36
Sixth Grade	Envision math hard bound book	38
	Interactive daily spiral review workbook	81
	Interactive homework workbook	4
math diagnosis Part 1 Grade k-3 booklets a-e plus teachers guide		
math diagnosis Part 2 Grade 4-6 booklets f-l plus teachers guide		
Kindergarten -6th teacher guide boxes Plus CD's		

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: \_\_\_\_\_

From: Antonia Slagle

Item Number: 10.7

**SUBJECT** Request to approve the "Tamale Sale" fundraiser to support 6<sup>th</sup> grade trip to Sly Park

Action: \_\_\_\_\_  
Consent Action: X  
Information Only: \_\_\_\_\_

**Background:** Sly Park annual trip for the Isleton Elementary School 6<sup>th</sup> grade students. Student Council takes on several fundraisers every year to support the trip, including a tamale sale that started in 2008. Student council has approved the November sale for 20\$/dozen tamales made by the 6<sup>th</sup> grade parents. \$2,000 income is expected, with \$1800 in profit expected after buying materials.

**Status:** Student council has approved the fundraiser and 6<sup>th</sup> grade parents have volunteered to make the dinner items.

**Presenter:** Antonia Slagle, Principal

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

The cost of materials is approximately \$200.00

**Recommendation:**

That the RDUSD Board of Education approves the tamale sale fundraiser for November, 2015 to support the 6<sup>th</sup> grade Sly Park trip.

Time: 2 mins. \_\_\_\_\_

**BOARD OF TRUSTEES  
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: \_\_\_\_\_

From: Antonia Slagle

Item Number: 10.8

**SUBJECT** Request to approve fundraiser "Holiday Dinner" to support 6<sup>th</sup> grade trip to Sly Park

Action: \_\_\_\_\_  
Consent Action: X  
Information Only: \_\_\_\_\_

**Background:** Sly Park annual trip for the Isleton Elementary School 6<sup>th</sup> grade students. Student Council takes on several fundraisers every year to support the trip, including a holiday dinner that is sold during the Winter program. 500\$ profit is expected with tickets selling at 8\$ per person. We have done this fundraiser since 2008, and usually sell around 60 or so dinners.

**Status:** Student council has approved the fundraiser and 6<sup>th</sup> grade parents have volunteered to make the dinner items.

**Presenter:** Antonia Slagle, Principal

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

Sixth grade parents donate the

**Recommendation:**

That the RDUSD Board of Education approves the holiday dinner fundraiser for December 17, 2015 to support the 6<sup>th</sup> grade Sly Park trip.

Time: 2 mins. \_\_\_\_\_

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: \_\_\_\_\_

From: Vicky Turk, Principal RVHS

Item Number: 10.9

**SUBJECT:** Request to approve the FFA "Poinsettia" fundraiser at  
Rio Vista High School.

Action: \_\_\_\_\_  
Consent Action: X  
Information Only: \_\_\_\_\_

**Background:**

The FFA Club of RVHS would like to sell Poinsettia Plants. They estimate sale profits to be \$2000.00 deposited in ASB account to fund FFA activities

**Status:**

Fundraising requires board approval.

**Presenter:** Vicky Turk

**Other People Who Might Be Present:** Maureen Reis, Rebecca Hein

**Cost &/or Funding Sources:** No cost to the District

**Recommendation:** That the Board approve the FFA fundraiser.

Time: \_\_\_\_\_ 2 mins. \_\_\_\_\_

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: \_\_\_\_\_

From: Vicky Turk, Principal RVHS

Item Number: 10.10

**SUBJECT:** Request to approve the FFA "Drive Through BBQ"  
fundraiser

Action: \_\_\_\_\_  
Consent Action: X  
Information Only: \_\_\_\_\_

**Background:**

The FFA Club of RVHS would like to sponsor a Drive Through BBQ fundraiser. The estimate sale profits to be \$3200.00 deposited in ASB account to fund FFA activities

**Status:**

Fundraising requires board approval.

**Presenter:** Vicky Turk

**Other People Who Might Be Present:** Maureen Reis, Rebecca Hein

**Cost &/or Funding Sources:** No cost to the District

**Recommendation:** That the Board approves the Drive Through BBQ FFA fundraiser.

Time: \_\_\_\_\_2 mins.\_\_\_\_

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

**Meeting Date:** November 10, 2015

Attachments:  X

**From:** Amy Bettencourt, Director of Educational Services

Item #:  10.11

**SUBJECT**

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Growing Healthy Children Therapy Services, Inc.) for the 2015-2016 school year at a cost not to exceed \$5,000.

Action: \_\_\_\_\_  
Consent Action:  X  
Information Only: \_\_\_\_\_

**Background & Status:**

Name of Vendor: Growing Healthy Children Therapy Services, Inc.

Description of Service(s): Assistive Technology Services for two district students.

Date(s) of Service(s): 2015-2016 school year

**Presenter:**

Amy Bettencourt, Director of Educational Services

**Cost &/or Funding Sources (be specific)**

Not to exceed \$5,000 paid by Special Education funds.

**Recommendation:**

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Growing Healthy Children Therapy Services, Inc.) for the 2015-2016 school year at a cost not to exceed \$5,000.

Time: \_\_\_\_\_ mins.\_\_\_\_

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2015–2016*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2015-2016

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of LEA. Expiration Date:                   

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***



**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER:

LEA: River Delta Unified School District

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Growing Healthy Children Therapy Services, Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Growing Healthy Children Therapy Services, Inc. (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall develop an Individual Services Agreement (hereinafter referred to as “ISA”) and submit this to CONTRACTOR, along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’s obligation to provide all services specified in a student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by

CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2016. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations section 3001(z).)
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(s).

- f. “Parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial

expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or



immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### Lines of Insurance/Coverage

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

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If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving CONTRACTOR's services, transportation of the student is to be provided by District transportation.

If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

**Survivability:**

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. bloodborne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of LEA. CONTRACTOR shall submit to LEA for approval the proposed subcontract. Such proposed contract shall contain a clearly defined scope of service, indemnification obligations, and the lines of insurance/coverage shall be appropriate to the subcontractor's services, incorporating LEA and the CONTRACTOR into the core elements of Sections 15 and 16, above. No subcontract shall be considered final without LEA approval. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student’s advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR’s facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR’s school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as “IEE”) and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person’s association with a person or groups with one or more of these actual or perceived characteristics in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student’s IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot

provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation

requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certification and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise, in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized



testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

Consistent with Education Code section 56521.1, CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form to be completed and submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed

to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's ISP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq., Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business.

CONTRACTOR shall also provide a LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine

progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Reports shall be provided to the District no later than the day before an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special

education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of monitoring each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its

employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

#### 46. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and



the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should

have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this an all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial

obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's IEP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the *Medication Assistance Authorization* form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed *Medication Assistance Authorization* form through their District contact/staff in the Learning Support Services Department. Both the District and CONTRACTOR retain a copy of the Authorization.

## **53. INCIDENT/ACCIDENT REPORTING**

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

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at: <http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of

service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

## **60. PAYMENT FOR ABSENCES**

### **NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with

California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student’s unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held,

documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.



**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the   1<sup>st</sup>   day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR

LEA

River Delta Unified School District

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Representative

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Nonpublic School/Agency/Related Service Provider

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email\*  
(\*Required)

\_\_\_\_\_  
Trisha Salomon

\_\_\_\_\_  
Name and Title  
River Delta Unified School District

\_\_\_\_\_  
LEA  
445 Montezuma Street

\_\_\_\_\_  
Address  
Rio Vista CA 94571

\_\_\_\_\_  
City State Zip  
707-374-1729 707-374-2901

\_\_\_\_\_  
Phone Fax  
tsalomon@riverdelta.k12.ca.us

\_\_\_\_\_  
Email

**Additional LEA Notification**  
(Required if Completed)

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Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

---

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2015-2016 CONTRACT YEAR**

CONTRACTOR Growing Healthy Children Therapy Services, Inc. CONTRACTOR NUMBER \_\_\_\_\_ CDE TOTAL ENROLLMENT ALLOWED \_\_\_\_\_

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \$5,000.00  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
<b>Language and Speech Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ _____
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	<b>Per Hour</b> (District will pay one hourly rate for listed services)
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Assistive Technology</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ <u>120.00</u>
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	<b>Per Hour</b> (District will pay one hourly rate for listed services)
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ _____
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	<b>Per Hour</b> (District will pay one hourly rate for listed services)
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Other:</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>

		\$ _____ <b>Per Hour</b> (District will pay one hourly rate for listed services)
--	--	--

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/201 or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>SELPA INFORMATION</b>	
Student Services	Program Contact:
	Program Contact Phone:
	Program Contact Fax:
	Program Contact E-mail:

<b>NPA INFORMATION</b>	
Nonpublic Agency:	Program Contact:
Address:	Program Contact Phone:
City/State/Zip	Program Contact Fax:
	Program Contact E-mail:

<b>STUDENT INFORMATION</b>			
Student Last:		Student First:	
DOB:	Grade:	Sex: ( ) F ( ) M	Student ID#:
Student Track:		Progress Reporting Requirements: (At least 4 per Section 36)	
# of Days Reg School Yr:	# of Days Ext School Yr:	( ) IEP Benchmark Dates ( ) Other: _____	
Parent/Guardian Last:		Parent/Guardian First:	
Parent/Guardian Phone #1: ( )-		Parent/Guardian Phone #2: ( )-	
School Site:		SpEd Case Manager:	
Address:		SpEd Case Manager Phone: (916)-	
City/Zip:		SpEd Case Manager Fax: (916)-	
School Site Phone: (916)-		SpEd Case Manager E-mail: @egusd.net	

<b>CONTRACT INFORMATION</b>		
ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:

<b>SERVICE INFORMATION</b>									
	Direct Therapy Sessions/Duration per IEP Year		Consultation Sessions/Duration per IEP Year		Other Services per IEP Year		TOTAL Duration	COST Per Hour	Estimated Max Total for ISA Period
	Reg School YR	ESY	Reg School YR	ESY	Reg School YR	ESY			
Language and Speech Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Occupational Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

Physical Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Other:	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic Agency) (Name of LEA)

\_\_\_\_\_  
(Signature) (Date) (Signature) (Date)

\_\_\_\_\_  
(Name and Title) (Name of Superintendent or Authorized Designee)

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments:  X

From: Amy Bettencourt, Director of  
Educational Services

Item Number: 10.12

**SUBJECT:**

Action: \_\_\_\_\_

Request for approval to enter a MOU with CommuniCare Health Centers to pilot the provision of a comprehensive sexual and reproductive health education at Delta High School and Clarksburg Middle School.

Consent Action:  x

Information Only: \_\_\_\_\_

**Background:**

California Education Code requires reproductive health and AIDS/HIV education for all 7<sup>th</sup> and 9<sup>th</sup> grade students. Currently these topics are covered in science or PE courses in the district by teachers in those content areas.

**Status:**

CommuniCare Health has reached out to us and would like to provide educational classroom presentations at DHS/CMS on sexual and reproductive health topics as specified by California Education Code. There is no cost for this service and CommuniCare will work closely with site administration on scheduling, parent consent, and programming and coordination with the current teaching staff.

**Presenter:**

Amy Bettencourt

**Other People Who Might Be Present:**

Evan Priestley

**Cost &/or Funding Sources**

No cost to the district

**Recommendation:**

That the board approve the MOU with CommuniCare Health Centers to provide educational classroom presentations at CMS/DHS on sexual and reproductive health topics.

Time: \_\_\_\_\_

# Memorandum of Understanding (MOU)

## River Delta Unified School District (RDUSD)

- PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between CommuniCare Health Centers and the River Delta Unified School District.
- PURPOSE:** To pilot the provision of comprehensive sexual and reproductive health education at Delta High School and Clarksburg Middle School.
- TERM:** This M.O.U. shall become effective upon the date of execution by both parties and shall continue until June 30, 2016 or until either party provides a 30 day written notice to discontinue this agreement.

### WITNESSETH

WHEREAS, CommuniCare Health Centers (hereinafter referred to as COMMUNICARE) hereby agrees to work together with River Delta Unified School District (hereinafter referred to as DISTRICT) to provide medically accurate, comprehensive sexual reproductive health education for students. Both parties agree upon terms and conditions as set forth.

WHEREAS, COMMUNICARE will has Certified Health Educators (CHE) who have knowledge of the most recent and medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections, as required by the California Healthy Youth Act, and provide the health education services desired by DISTRICT,

NOW, THEREFORE, in consideration of the mutual promises set forth below, COMMUNICARE and DISTRICT hereby agree as follows:

1. COMMUNICARE Services: COMMUNICARE shall perform the following services:
  - Provide educational classroom presentations at Delta High School and Clarksburg Middle School on sexual and reproductive health topics in compliance with *Chapter 5.6 of the Education Code: California Healthy Youth Act*.
  - Provide information and support to District staff regarding services available at CommuniCare Health Centers.
  - Maintain attendance rosters and data tracking systems for all outreach activities.
2. DISTRICT Services: DISTRICT shall perform the following:
  - Support comprehensive reproductive health education in compliance with *Chapter 5.6 of the Education Code: California Healthy Youth Act* within the River Delta Unified School District.
  - Provide academic facilities that accommodate reproductive health presentations and outreach.
3. COMMUNICARE is not an agent or employee of the DISTRICT under this agreement. DISTRICT shall have no right to control and shall not attempt to control the method and manner used to accomplish projects assigned to COMMUNICARE. COMMUNICARE shall generally provide the tools, materials, and a place of work for all its employees and volunteers.
4. Services for Others: COMMUNICARE is free to perform for other agencies or businesses during the period of this agreement.

5. Performance of Agreement: COMMUNICARE agrees that during the term of this agreement, COMMUNICARE will perform, to the best of COMMUNICARE's abilities and experience, all services required by this agreement.
6. Fingerprint Clearance: COMMUNICARE shall require each applicant for employment and any volunteers in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code Sections 33192, 44237. COMMUNICARE shall comply with the requirement of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for COMMUNICARE's employees and volunteers; prohibiting its employees and volunteers from coming in contact with pupils until CDOJ clearance is ascertained; certifying to DISTRICT that none of its employees nor volunteers who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under California Education Code, nor will any person be employed who has been convicted of or entered plea of nolo contendere to charges of any sex offense as defined in Education Code Section 44011, or a felony that would disqualify that person from employment pursuant to Education Code Section 44237.
7. Termination: This agreement will terminate on June 30, 2016. COMMUNICARE or DISTRICT, may terminate this agreement by giving thirty (30) calendar days written notice to the other member prior to the date of completion.
8. Indemnification: COMMUNICARE agrees to indemnify and hold harmless the DISTRICT, its officers, board members, agents and employers from and against any and all liabilities, losses, claims, lawsuits, judgments, obligations, costs, damages, or expenses including attorney's fee arising from any act or omission of COMMUNICARE or any agent of the COMMUNICARE. In addition, DISTRICT agrees to indemnify and hold harmless COMMUNICARE, its officers, board members, agents and employers from and against any and all liabilities, losses, claims, lawsuits, judgments, obligations, costs, damages, or expenses including attorney's fee arising from any act or omission of the DISTRICT or any agent of the DISTRICT.
9. Non-Discrimination: COMMUNICARE shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination. All non-discrimination rules or regulations by law to be included in this agreement are incorporated by this reference.
10. Representation by COMMUNICARE: COMMUNICARE and the DISTRICT warrant all information given in connection with entering into this agreement is true and correct. The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this agreement.



**Contact Information: CommuniCare Health Centers**

<b>Name</b>	Alicia D. Kelley, M.P.H.
<b>Title</b>	Director, Planning & Health Education Services
<b>Organization</b>	CommuniCare Health Centers
<b>Address</b>	P.O Box 1260
	Davis, Ca 95617
<b>Telephone Number</b>	(530) 758-1510, extension 1012
<b>Fax Number</b>	(530) 758-2109
<b>E-mail Address</b>	aliciak@communicarehc.org

**Contact Information: River Delta Unified School District**

<b>Name</b>	Don Beno
<b>Title</b>	Superintendent
<b>Organization</b>	River Delta Unified School District
<b>Address</b>	445 Montezuma St.
	Rio Vista, CA 95694
<b>Telephone Number</b>	(707) 374-1700
<b>Fax Number</b>	(707) 374-2995
<b>E-mail Address</b>	dbeno@rdsd.org

**Signed By:**

Signature: \_\_\_\_\_

Name: Don Beno

Title: Superintendent

Date: \_\_\_\_\_

**River Delta Unified School District**

Signature: \_\_\_\_\_

Name: Alicia Kelley, MPH

Title: Chief Executive Officer

Date: \_\_\_\_\_

**CommuniCare Health Centers**

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments:   X  

From: Amy Bettencourt, Director of Educational Services

Item Number:  10.13 

**SUBJECT:**

Request approval to apply for the California Career Technical Education Grant through the California Department of Education.

Action:       

Consent Action:   x  

Information Only:       

**Background:**

We currently have CTE funding through the CRANE consortium grant. This funding sunsets in June 2017. This new funding opportunity is designed to help promote the development of new CTE courses on our high school campuses.

**Status:**

Currently we offer multiple pathways at our high schools including Agriculture, Construction, Engineering, and Culinary Arts. This funding would allow us to consider expanding and formalizing our visual and performing arts pathways, or creating new pathways such as Health Care pathways, Business and/or Technology pathways. It is unknown at this time what our award would be as it is based on ADA for grades 7-12 and will be determined after we complete Part 1 of the application. There are match dollars required for this grant but can be captured in the form of our CTE teachers' salaries.

**Presenter:**

Amy Bettencourt

**Other People Who Might Be Present:**

Gabino Perez

**Cost &/or Funding Sources**

No cost to apply for the grant.

**Recommendation:**

That the board approve the request to apply for the California Career Technical Education grant.

Time:



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

October 27, 2015

Dear County and District Superintendents and Charter School Administrators:

**CALIFORNIA CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
REQUEST FOR APPLICATIONS Part I 2015–2017**

The California Department of Education (CDE) is pleased to announce the availability of funds for the California Career Technical Education Incentive Grant (CTEIG), established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education (CTE) programs during implementation of the school district and charter school local control funding formula pursuant to California *Education Code* Section 42238.02. The 2015 State Budget Act provides funds for the CTEIG in the following amounts:

- (1) For the 2015–16 fiscal year, \$400 million.
- (2) For the 2016–17 fiscal year, \$300 million.
- (3) For the 2017–18 fiscal year, \$200 million.

These amounts will be appropriated in the following manner: 4 percent is designated for applicants with average daily attendance (ADA) of less than or equal to 140, 8 percent is designated for applicants with ADA of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with ADA of more than 550. For purposes of this section, ADA shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades seven through twelve, inclusive. For any applicant consisting of more than one school district, county office of education (COE), charter school, or regional occupational center or program (ROCP) operated by a joint powers authority (JPA) or of any combination of those entities, the sum of the ADA for each of the constituent entities shall be used for purposes of this subdivision.

The Request for Applications (RFA) Part I documents for this grant can be found on the CDE Funding Web page at <http://www.cde.ca.gov/fg/fo/af>. The RFA describes the required elements and contains instructions for applying for funding.

Eligible grant recipients may consist of one or more, or any combination, of the following:

- (a) School districts
- (b) COEs
- (c) Charter schools
- (d) ROCPs operated by JPAs, provided that the application has the written consent of each participating local educational agency (LEA)

LEAs planning to submit an application for the CTEIG are required to complete Part I of the CTEIG Application by November 30, 2015. Part I of the application must be submitted via the Program Grant Management System Web page at <http://www3.cde.ca.gov/pgms/logon.aspx>. Upon the completion of the CTEIG Application Part I, grantee eligibility will be verified and a user name and password will be sent to the CTEIG Administrator as identified in the CTEIG Application Part I.

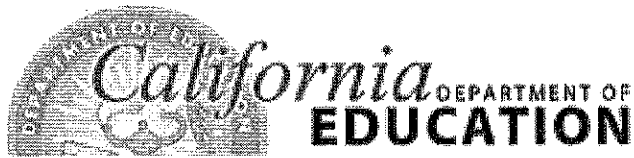
If you have any questions, please contact Carolyn Zachry, Education Administrator, Career Technical Education Administration and Management Office by phone at 916-324-5706 or by e-mail at [CTEincentive@cde.ca.gov](mailto:CTEincentive@cde.ca.gov).

Sincerely,



Tom Torlakson

TT:c  
2015-07968



Home / Finance & Grants / Funding / Funding Profile / RFA

# Career Technical Education Incentive Grant Program

Provides an overview of the CTE Incentive Grant Program created by Assembly Bill 104 as part of the California State Budget Act of 2015.

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## Career Technical Education Incentive Grant Program

### I. Introduction

The California Career Technical Education Incentive Grant (CTEIG) program is hereby established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage the development of new career technical education (CTE) programs and enhance and maintain current CTE programs during implementation of the school district and charter school local control funding formula (LCFF) pursuant to California Education Code (EC) Section 42238.02.

### II. CTE Program Requirements

All of the following minimum requirements will be used to determine qualifying applications. Applicants CTE programs are expected to achieve full compliance with all of the following minimum requirements during the first year of funding and prior to receiving any subsequent funds.

1. Offers high quality curriculum and instruction aligned with the California CTE Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses that enable pupils to transition to postsecondary education programs that lead to a career pathway or attain employment upon graduation from high school.
2. Provides pupils with quality career exploration and guidance.
3. Provides pupil support services, including counseling and leadership development.
4. Provides for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, with documented formal written agreements.
5. Forms ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.
6. Provides opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.
7. Reflects regional or local labor market demands and focuses on current or emerging high-skill, high-wage, or high-demand occupations.
8. Leads to an industry-recognized credential or certificate, or appropriate postsecondary training or

employment.

9. Is staffed by skilled teachers (CTE credentialed teachers) or faculty and provides professional development opportunities for those teachers or faculty members.
10. Reports data to allow for an evaluation of the program.

### III. Matching Funds Requirement

The CTEIG grant requires a proportional dollar-for-dollar match as follows for any funding received from this program:

- For the first funding term, \$1.00 for every \$1.00 received from this program. For the 2015–16 application, matching funds may be based on local match expenditures starting January, 2016, until June, 2017.
- For the second funding term, \$1.50 for every \$1.00 received from this program.
- For the third funding term, \$2.00 for every \$1.00 received from this program.

The local match may include funding from school district/charter school LCFF apportionments pursuant to *EC* Section 42238.02, the federal Carl D. Perkins Career and Technical Education Improvement Act of 2006 (Perkins IV), the California Partnership Academies, the Agricultural Incentive Grant, or any other source except from the California Career Pathways Trust established pursuant to *EC* Section 53010. Failure to meet the matching funds requirement of the CTEIG, *EC* Section 53071, may result in the applicant being invoiced the entire balance of the grant.

The full text of the *EC*, sections 53010 through 53016 can be found on the [California Legislative Information Web site](#) .

### IV. Grant Timeline and Funding Base

Per *EC* Section 53070, the grant amounts will be appropriated in the following subdivisions:

- Four (4) percent is designated for applicants with average daily attendance (ADA) of less than or equal to 140
- Eight (8) percent is designated for applicants with ADA of more than 140 and less than or equal to 550
- Eight-eight (88) percent is designated for applicants with ADA of more than 550.

The 2015–16 application will cover an 18 month grant period beginning January 15, 2016, and ending June 30, 2017. Each eligible applicant will be funded based on the following data:

- ADA reporting for all the students in grades seven through twelve reported in the 2014–15 school year.
- The number of CTE participants reported in the California Longitudinal Pupil Achievement Data System (CALPADS) in the 2014–2015 school year and the items listed as positive consideration in *Education Code (EC)* Section 53075.

### V. Applicant Eligibility

A grant recipient may consist of one or more, or any combination, of the following:

- School Districts
- County Offices of Education
- Charter Schools with an active charter number
- Regional Occupational Centers or Programs (ROCPs) operated by joint powers authorities (JPAs), provided that the application has the written consent of each participating local educational agency. See the appendix for the JPA Agreement Template.

## VI. Outcomes

At the end of the grant term, awardees will be expected to generate the following deliverables:

1. As stated in the legislation, grantees will be required to report the following data aligned with the core metrics required by the federal Workforce Innovation and Opportunity Act and the quality indicators described in the California State Plan for Career Technical Education and by the federal Perkins IV. The data to be reported includes the following:
  - The number of pupils completing high school
  - The number of pupils completing CTE coursework
  - The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment
  - The number of former pupils employed and the types of businesses in which they are employed
  - The number of former pupils enrolled in a postsecondary educational institution, a state apprenticeship program, or another form of job training.
  - This report data must be entered into the CALPADS system by July 31, for each grant term.
2. Annual progress report on the 10 CTE program requirements. The grantee must provide evidence of compliance or detailed explanations for not meeting any of the requirements. This report will be entered into the Program Grant Management System (PGMS) at the end of each grant term. Failure to complete this report by the designated deadline, may result in the non-renewal of the CTEIG funding and/or the generation of an invoice for the grant funds.
3. End of project fiscal expenditure claims report including matching funds and their sources. All CTE expenditures and those of matching funds must be coded with the goal code of 3800 (Vocational Education) or 6000 (ROCP). This report must be entered into the PGMS system by September 1 following the end of the grant term.
4. Goal Codes 3800 and 6000. The California Department of Education will run a report of each grantee's financial activity associated with the accounting goal codes of 3800 and 6000. This data will be used to verify matching funds for all CTEIG monies spent. Failure to meet the matching funds requirement could result in being invoiced for grant funds and removal from eligibility status for the renewal grant in subsequent years.

## Contact Information

For more information regarding the CTE Incentive, please contact Carolyn Zachry, Administrator, Career and College Transition Division, by phone at 916-323-5042 or by e-mail at [cteincentive@cde.ca.gov](mailto:cteincentive@cde.ca.gov).

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

**Meeting Date:** November 10, 2015

Attachments:  X

**From:** Amy Bettencourt, Director of Educational Services

Item #:  10.14

**SUBJECT**

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Copper Hills Youth Center) for the 2015-2016 school year at a cost not to exceed \$65,000.

Action: \_\_\_\_\_  
Consent Action:  X  
Information Only: \_\_\_\_\_

**Background & Status:**

Name of Vendor: Copper Hills Youth Center

Description of Service(s): Student requires programs and services unique to his/her needs.

Date(s) of Service(s): 2015-2016 school year

The IEP team determined Copper Hills Youth Center the least restrictive environment to meet the student's needs. This contract replaces the Waterfall Canyon Contract.

**Presenter:**

Amy Bettencourt, Director of Educational Services

**Cost &/or Funding Sources (be specific)**

Not to exceed \$65,000 paid by Special Education funds. Residential Services \$129.50 per day, Mental Health Services \$129.50 per day, Education \$135.00 per day. The district is responsible for Education only. The District will be reimbursed by the SELPA for Residential and Clinical Services.

**Recommendation:**

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Copper Hills Youth Center) for the 2015-2016 school year at a cost not to exceed \$65,000.

Time: \_\_\_\_\_ mins.\_\_\_\_



SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2015–2016*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2015-2016

Nonpublic School  
 Nonpublic Agency

**Type of Contract:**

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of LEA. Expiration Date: \_\_\_\_\_

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER:

LEA: River Delta Unified School District

---

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Copper Hills Youth Center

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Copper Hills Youth Center (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall develop an Individual Services Agreement (hereinafter referred to as “ISA”) and submit this to CONTRACTOR, along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’s obligation to provide all services specified in a student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2016. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees

otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations section 3001(z).)
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(s).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual



acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this

Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### Lines of Insurance/Coverage

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving CONTRACTOR's services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

**Survivability:**

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. bloodborne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of LEA. CONTRACTOR shall submit to LEA for approval the proposed subcontract. Such proposed contract shall contain a clearly defined scope of service, indemnification obligations, and the lines of insurance/coverage shall be appropriate to the subcontractor's services, incorporating LEA and the CONTRACTOR into the core elements of Sections 15 and 16, above. No subcontract shall be considered final without LEA approval. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certification and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise, in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.



CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced

in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

Consistent with Education Code section 56521.1, CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form to be completed and submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is

designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic

school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's ISP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq., Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business.

CONTRACTOR shall also provide a LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Reports shall be provided to the District no later than the day before an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5)

business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).



#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of monitoring each LEA student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

### **PERSONNEL**

#### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony,

he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

#### 46. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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

circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this an all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or

modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's IEP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the *Medication Assistance Authorization* form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed *Medication Assistance Authorization* form through their District contact/staff in the Learning Support Services Department. Both the District and CONTRACTOR retain a copy of the Authorization.

## **53. INCIDENT/ACCIDENT REPORTING**

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

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:

<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master

Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for

regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

## **60. PAYMENT FOR ABSENCES**

### **NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class



during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student’s unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service

subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR

LEA

River Delta Unified School District

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Representative

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

\_\_\_\_\_  
Name and Title

Trisha Salomon

\_\_\_\_\_  
Name and Title

River Delta Unified School District

\_\_\_\_\_  
Nonpublic School/Agency/Related Service Provider

LEA

445 Montezuma Street

\_\_\_\_\_  
Address

Address

Rio Vista

CA

94571

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

City

State

Zip

707-374-1729

707-374-2901

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

Phone

Fax

tsalomon@riverdelta.k12.ca.us

\_\_\_\_\_  
Email\*

(\*Required)

\_\_\_\_\_  
Email

**Additional LEA Notification**  
(Required if Completed)

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Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

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**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2015-2016 CONTRACT YEAR**

**CONTRACTOR** \_\_\_\_\_ **CONTRACTOR NUMBER** \_\_\_\_\_ **2015-2016**  
**(NONPUBLIC SCHOOL)** \_\_\_\_\_ **(CONTRACT YEAR)**

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \$65,000  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$135.00</u>	<u>Per day</u>
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

(1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Residential Services	<u>\$129.50.</u>	<u>Per day</u>
b. Mental Health Services	<u>\$129.50</u>	<u>Per day</u>
(11) Nursing Services	_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015 Attachments:   X  

From: Elizabeth Keema-Aston, Chief Business Officer Item Number:  10.15 

**SUBJECT** Contract with de Rutte Builders Corporation for the minor demolition and installation of two drinking fountains at Isleton Elementary School at a cost of \$7,475. Action:         
Consent Action:   X    
Information Only:       

**Background:**

In April of 2008, the district submitted a Grant application under the Williams Act Emergency Repair Program (ERP). The Grant was approved as submitted for \$19,875, but remained unfunded until November 2014. The Grant included nominal administrative costs for processing the application and facilitating the specifications, contract processing and administration.

**Status:**

The Board has given permission to the Superintendent to enter into contract under \$10,000 if needed prior to Board approval. The district purchased ADA accessible drinking fountains to replace the nonfunctioning fountains in the gym which are being removed. Due to ADA compliance and accessibility the drinking fountains are being installed on the exterior of the building. The demolition project has begun, to be completed in a timely manner before the winter season.

**Presenter:** Elizabeth Keema-Aston, Chief Business Officer

**Other People Who Might Be Present:** Craig Hamblin, Director of M.O.T.

**Cost &/or Funding Sources**

The ERP Grant funded by the State under the Williams Act Emergency Repair Program. The cost of this contract is \$7,475.

**Recommendation:**

That the Board approve the contract with de Rutte Builders Corporation for the minor demolition and installation of two drinking fountains at Isleton Elementary.

Time:   5   mins.

# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
Rio Vista, California 94571-1651  
(707) 374-1700 Fax (707) 374-2995  
[www.riverdelta.k12.ca.us](http://www.riverdelta.k12.ca.us)

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## CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

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THIS CONTRACT is made and entered into this **Nineteenth day of October, 2015** ("Contract"), by and between **de Rutte Builders Corporation** ("Contractor") and the **River Delta Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of **Seven Thousand Four Hundred and Seventy Five Dollars (\$7,475.00)** ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):  
**Install 2 each drinking fountains purchased by the District, including minor demolition and remodel to accommodate as per Proposal, (Exhibit A)**
2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Site.** Contractor shall perform the Work at **Isleton Elementary School, 412 Union St, Isleton, CA 95641-0528** ("Premises" or "Site"). The Project is the Scope of Work performed at the Site.
4. **Insurance.**
  - a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability</b> , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto</b> , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$1,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

5. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

<input checked="" type="checkbox"/> Proposal	<input type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Roofing Contract Financial Interest Certification
<input type="checkbox"/> Notice to Proceed	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Noncollusion Affidavit	<input type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Prevailing Wage Certification	

Workers' Compensation Certification  
 Criminal Background Investigation Certification  
 Asbestos & Other Hazardous Materials Certification

Exhibit "A" ("Scope of Work") Proposal  
 Plans  
 Work Specifications

6. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: 10/25/15, 2015

Dated: 10-20-2015, 2015

**River Delta Unified School District**

**de Rutte Builders Corporation**

By: [Signature]

By: [Signature]

Print Name: Don Beno

Print Name: Mark de Rutte

Print Title: Superintendent

Print Title: CEO

**Information regarding Contractor:**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

**Employer Identification and/or Social Security Number**  
**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**



## TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
8. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites
13. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
14. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
15. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,
16. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
17. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
19. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
20. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. **FORCE MAJEUR CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
25. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
27. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
28. ~~**DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.~~

29. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
30. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
31. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
32. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars (\$375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
  - The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.
33. **LABOR CODE REQUIREMENTS:**
- The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. The Contractor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Contractor and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Registration: The Contractor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. Certified Payroll Records: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District/COE immediately upon request.
  - The Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
- 34. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
- 35. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.
- 36. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 37. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
- 38. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
- 39. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
- 40. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: October 19, 2015

Proper Name of Contractor: de Rutte Builders Corporation

Signature: 

Print Name: Mark de Rutte

Title: CEO

---

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: October 19, 2015

Proper Name of Contractor: de Rutte Builders Corporation

Signature: 

Print Name: Mark de Rutte

Title: CEO

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**EXHIBIT "A" ("SCOPE OF WORK")**

Contractor's proposal attached.

.....

# de Rutte Builders Corporation

October 8, 2015

## PROPOSAL

#5384-p01  
...Drinking Fountain Installations...

River Delta Unified School District  
445 Montezuma Street  
Rio Vista, CA 94571  
**Attention:** Linda Garcia – 707-374-1708

**Project:** Isleton Elementary School – Install two provided drinking fountains

**Scope of Work:**

1. Install one District provided, **Halsey Taylor**, Bi-Level drinking fountain, to be located at the corner of the Gymnasium's exterior wall. Mount on the existing concrete walk next to the building wall as directed. Provide a cold water supply and a drain connection through the exterior wall, connecting to the Janitor's sink. These pipes will be exposed on the interior wall of the two rooms approximately 8' of total length.
2. Install one District provided, **Elkay**, recessed wall mount drinking fountain. This fountain will be cut into the existing Cafeteria wall to the left of the service window. This area has cold water and a drain line that will be modified and utilized for the new connections. This drinking fountain will be mounted per ADA specification heights; it will be flush with the FRP wall side and protrude into the Kitchen area. The existing FRP wall covering and trim components will be replaced as needed. The Kitchen side of the sheetrock wall will be opened to determine the exact mounting position away from existing utilities. We will provide framing modifications as needed to create a recessed pocket that will house the new drinking fountain. We will create a framed wall box as viewed from the Kitchen side. Tape, top and finish the new sheetrock to blend with the surrounding area.

**Clarifications:**

This work will be performed during regular school hours. We will provide delineators, and caution tape, to isolate and cordon off the work areas from the students.

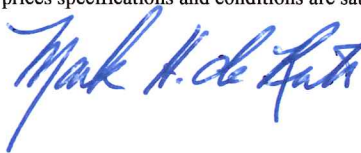
**Exclusions:** Drinking fountains, Unforeseen conditions, Permits, Performance and Payment bonds, Finish painting.

**Total Time and Materials Proposal # 5384-p01:      \$ 7,475.00**

All material is guaranteed to be specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance's. Estimate is good for 30 days and includes only those services stated

**Acceptance of Proposal:** The prices specifications and conditions are satisfactory and are hereby accepted.

de Rutte Builders Corporation:



Client:

de Rutte Builders Corporation  
EIN # 68-0484783

Construction Projects!  
"We do it All"

.....



**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: \_\_\_x\_\_\_

From: Amy Bettencourt, Director of Educational Services

Item #: \_\_\_10.16\_\_\_

**SUBJECT** Request to approve additional funding for the 2015-2016 General Agreement for Nonpublic, Nonsectarian School/Agency ProCare Therapy, Inc. to provide occupational therapy services for district students at a cost not to exceed \$120,000.

Action: \_\_\_  
Consent Action: \_\_\_x\_\_\_  
Information Only: \_\_\_

**Background & Status:**

Name of Vendor: ProCare Therapy, Inc.

Description of Service(s): To provide occupational therapy services for district students.

Date(s) of Service(s): 2015-2016 School Year

The limit approved by the Board at the beginning of this school year was \$30,000. The request is for an additional amount of \$120,000 from Special Education funds.

**Presenter:** Amy Bettencourt, Director of Educational Services

**Cost &/or Funding Sources (be specific)**

Not to exceed \$120,000 from Special Education funds.

**Recommendation:**

That the Board approves the additional funding for the 2015-2016 General Agreement for Nonpublic, Nonsectarian School/Agency ProCare Therapy, Inc. to provide occupational therapy services for district students at a cost not to exceed \$120,000.

Time: \_\_\_\_\_ mins. \_\_\_

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2015–2016*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2015-2016

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

       X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of LEA. Expiration Date:                   

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2015-2016**

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2015-2016

CONTRACT NUMBER:

LEA: River Delta Unified School District

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: ProCare Therapy, Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2015, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and ProCare Therapy, Inc. (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall develop an Individual Services Agreement (hereinafter referred to as “ISA”) and submit this to CONTRACTOR, along with a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’s obligation to provide all services specified in a student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired,

revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 15 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2016. (Title 5 California Code of Regulations section 3062(d).) In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

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

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code section 56366(a)(5) and Title 5 of the California Code of Regulations section 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees



otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations section 3001(z).)
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(s).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual

acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student's record. Such log needs to record access to LEA student's records by: (a) LEA student's parent; (b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party pursuant to California Education Code section 56366(a)(4), or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this

Master Contract. CONTRACTOR or LEA may also terminate an individual ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INDEMNIFICATION AND HOLD HARMLESS

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, and employees with respect to a claim arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

## 16. INSURANCE

LEA and CONTRACTOR agree to purchase and/or maintain through the duration of this Agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations as set forth in this Agreement. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

### Lines of Insurance/Coverage

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Agreement, commercial general liability, premises liability, automobile liability (owned, non-owned, and hired), professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverages.

For the acts and activities contemplated by this Agreement, at a minimum, CONTRACTOR shall provide the following insurances/coverages:

- a. **Commercial General Liability** if the operations of CONTRACTOR involve direct and/or indirect control over or manipulation of student bodily parts, including but not limited to limbs, upper and lower extremities, neck and back, regardless of the location or premises services are provided (i.e. whether services are provided on District property, or property owned, borrowed, rented or leased by CONTRACTOR.)
  - (i) Covered property includes – if applicable according to CONTRACTOR services provided, District property and student property (e.g. wheelchairs, durable medical equipment, assistive technology devices.)
- b. **Professional Liability or Errors and Omissions Liability** since all CONTRACTORS are providing professional or specialized services.
  - (i) Including molestation and abuse, by endorsement if not already in manuscript form.
- c. **Commercial Automobile Liability** if CONTRACTOR is going to operate a vehicle on District property or transport students in any capacity.<sup>1</sup>

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<sup>1</sup> Conditions for coverage regarding transportation of students:

Unless authorized by written agreement including the parent, CONTRACTOR is not to transport students.

If students need transportation to/from the CONTRACTOR's premises where services are provided, or any other location involving CONTRACTOR's services, transportation of the student is to be provided by District transportation.

- (i) Limits of liability shall include a minimum of \$1,000,000 combined single unit.
- d. **Premises Liability** (if not included in General Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR.
- e. **Educator's Legal Liability** (if not covered under Professional or Errors and Omissions Liabilities), if services include, within LEA's standards, the development and delivery of curriculum.

**Additional Insured Endorsement:**

To the full extent of the Parties' respective indemnity obligations, including the minimum limit of liability set forth above, the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnitees.

**Primary Insurance/Coverage:**

In addition to the "Additional Insured Endorsement" as stated above, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Agreement shall apply as primary, and that any other insurance/coverage maintained by the Parties shall be excess only and not contributing with the insurance/coverage afforded by the other.

**Other Insurance/Coverage:**

Each Party also represents that for the period of this Agreement they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

**Workers' Compensation Waiver of Subrogation:**

To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, volunteers and guests waive all opportunities of subrogation against LEA for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against LEA and its elected and appointed officials, directors, officers, agents, employees, volunteers and guests.

**Certificate of Insurance/Coverage:**

With respect to such required coverage(s) pursuant to this Agreement, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage, issued by a duly authorized representative of the insurer or coverage provider. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s).

**Survivability:**

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If under specified circumstances, and District transportation is not available, transportation of the student is not authorized without parental completion of a *Student Alternate Transportation Form*. Completion of this form is required even if the parent is to transport the student where otherwise District transportation would have been provided in order to receive contracted services.

Any driver (including parents) while on District business must submit prior to commencement of services, a completed and accepted *Employee and Volunteer Personal Automobile Use Form*. This form is to be completed if the transportation of students is for services under this Agreement.

The Parties' indemnity and coverage obligations shall survive the termination of this Agreement with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Agreement.

**Joint Interests:**

For the duration of this Agreement, with respect to the fulfillment of each Parties' obligations pursuant to this Agreement, each Party agrees to provide the other's designee (e.g. Risk Management Department) with notification of bodily injury, personal injury or loss of property to each Parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the Party's knowledge of the loss.

In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**Injury and Illness Prevention:**

Each Party also represents that for the period of this Agreement, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. bloodborne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of LEA. CONTRACTOR shall submit to LEA for approval the proposed subcontract. Such proposed contract shall contain a clearly defined scope of service, indemnification obligations, and the lines of insurance/coverage shall be appropriate to the subcontractor's services, incorporating LEA and the CONTRACTOR into the core elements of Sections 15 and 16, above. No subcontract shall be considered final without LEA approval. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, gender, ethnic groups, identification, ancestry, religion, sex, national origin, age, sexual orientation, or mental or physical disability or on the basis of a person's association with a person or groups with one or more of these actual or perceived characteristics in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable, or meeting CAHSEE exception/waiver requirements per state guidelines.



When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certification and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise, in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and shall not exceed the number of days on LEA's approved calendar and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced

in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at their discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Assembly Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with all requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. Failure to do so shall constitute sufficient cause for contract termination.

LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

Consistent with Education Code section 56521.1, CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form to be completed and submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is

designed to subject, used to subject, or likely to subject LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (g) an intervention that precludes adequate supervision of the individual; or (h) an intervention that deprives the individual of one or more of his or her senses.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and pursuant to California Education Code section 56345(b)(4).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System (SEIS) or other comparable program/system as designated by LEA at LEA's discretion, for all IEP planning and progress reporting. LEA or SELPA shall provide training for any nonpublic school and nonpublic agency to assure access to SEIS or the comparable program/system designated for use by LEA. The nonpublic

school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or comparable program/system and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise, or unless an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with all LEA surrogate parent assignments.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include but in no way be limited to cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's ISP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5 (a), (b) and (c); (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA); and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq., Title 34 of the Code of Federal Regulations section 104. CONTRACTOR shall include verification of these procedures to LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business.

CONTRACTOR shall also provide a LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Reports shall be provided to the District no later than the day before an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5)

business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall ensure that parents obtain prior written authorization for therapeutic visits from both the CONTRACTOR and LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.



CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1411 *et seq.* and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of monitoring each LEA student’s instructional program and shall be invited to participate in the formal review of each student’s progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony,

he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency**. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

#### 46. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064(a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the California Commission on Teacher Credentialing or other licensing authority. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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

circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this an all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., and 49406, and Health and Safety Code section 121545 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or

modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's IEP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the *Medication Assistance Authorization* form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed *Medication Assistance Authorization* form through their District contact/staff in the Learning Support Services Department. Both the District and CONTRACTOR retain a copy of the Authorization.

## **53. INCIDENT/ACCIDENT REPORTING**

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

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*, available on the District's Risk Management Web Site at:

<http://www.egusd.net/riskmanagement/Info-MandRep.html>.

In the event there is suspicion of abuse conducted by District staff (e.g. a student reports to CONTRACTOR staff of abuse from District staff), CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department (Risk Manager) of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

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

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master

Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with IEP Benchmark Dates unless otherwise specified on the ISA. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; (h) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 16; or (i) CONTRACTOR has otherwise failed to perform, in whole or in part, under the terms of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for



regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

## **60. PAYMENT FOR ABSENCES**

### **NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class

during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student’s unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

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

CONTRACTOR shall provide LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service

subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

## **63. DEPARTMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR

LEA

River Delta Unified School District

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Representative

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Representative

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Nonpublic School/Agency/Related Service Provider

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email\*  
(\*Required)

Trisha Salomon

\_\_\_\_\_  
Name and Title  
River Delta Unified School District

\_\_\_\_\_  
LEA  
445 Montezuma Street

\_\_\_\_\_  
Address  
Rio Vista CA 94571

\_\_\_\_\_  
City State Zip  
707-374-1729 707-374-2901

\_\_\_\_\_  
Phone Fax  
tsalomon@riverdelta.k12.ca.us

\_\_\_\_\_  
Email

**Additional LEA Notification**  
(Required if Completed)

---

Name and Title

---

LEA

---

Address

---

City

State

Zip

---

Phone

Fax

---

Email

---

CONTRACTOR \_\_\_\_\_  
(NONPUBLIC SCHOOL)

CONTRACTOR NUMBER \_\_\_\_\_

2015-2016  
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed \_\_\_\_\_

If blank, the number shall be as determined by CDE Certification.

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

\$120,000

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. Related Services

- |      |  |          |          |
|------|--|----------|----------|
| (1)  | a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)   | _____    | _____    |
|      | b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)      | _____    | _____    |
|      | c. Transportation-Dual Enrollment  | _____    | _____    |
|      | d. Public Transportation   | _____    | _____    |
|      | e. Parent*   | _____    | _____    |
| (2)  | a. Educational Counseling – Individual   | _____    | _____    |
|      | b. Educational Counseling – Group of   | _____    | _____    |
|      | c. Counseling – Parent   | _____    | _____    |
| (3)  | a. Adapted Physical Education – Individual                                     | _____    | _____    |
|      | b. Adapted Physical Education – Group of _____                                 | _____    | _____    |
|      | c. Adapted Physical Education – Group of _____                                 | _____    | _____    |
| (4)  | a. Language and Speech Therapy – Individual                                    | _____    | _____    |
|      | b. Language and Speech Therapy – Group of 2                                    | _____    | _____    |
|      | c. Language and Speech Therapy – Group of 3                                    | _____    | _____    |
|      | d. Language and Speech Therapy – Per diem                                      | _____    | _____    |
|      | e. Language and Speech - Consultation Rate                                     | _____    | _____    |
| (5)  | a. Additional Instructional Assistant - Individual (must be authorized on IEP) | _____    | _____    |
|      | b. Additional Instructional Assistant – Group of 2                             | _____    | _____    |
|      | c. Additional Instructional Assistant – Group of 3                             | _____    | _____    |
| (6)  | Intensive Special Education Instruction**                                      | _____    | _____    |
| (7)  | a. Occupational Therapy – Individual   | \$110.00 | Per hour |
|      | b. Occupational Therapy – Group of 2   | _____    | _____    |
|      | c. Occupational Therapy – Group of 3   | _____    | _____    |
|      | d. Occupational Therapy – Group of 4 - 7                                       | _____    | _____    |
|      | e. Occupational Therapy - Consultation Rate                                    | _____    | _____    |
| (9)  | Physical Therapy   | _____    | _____    |
| (10) | a. Behavior Intervention – BII   | _____    | _____    |
|      | b. Behavior Intervention – BID   | _____    | _____    |
|      | Provided by: _____   | _____    | _____    |
| (11) | Nursing Services   | _____    | _____    |

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: \_\_\_\_\_

From: Don Beno, Superintendent

Item Number: 10.17

**SUBJECT**      Donations

Action: \_\_\_\_\_

Consent Action: x

Information Only: \_\_\_\_\_

**Background:**

Donations to Receive and Acknowledge:

**Isleton Elementary School – 6<sup>th</sup> Sly Park Science Camp**

Mr. and Mrs. Rogan - \$125  
Van Ruiten Family Winery - \$125  
Oilwell Materials & Hardware Co. Inc. - \$50  
Bank of Rio Vista - \$235

**Rio Vista High School**

Mrs. Julie McCormick – Donation of paints and stains for the Industrial Arts Department  
Mr. Jim Lira – Donation of linguica and rolls for the 10<sup>th</sup> grade snack bar  
Jim and Marilyn Riley – Deven Davis Memorial Scholarship Fund in memory of Robert “T” Collins

**Rio Vista High School – Class of 1965 donations will provide a picnic area in the RVHS campus quad**

Larry Williams \$50	Dan O’Connell \$100	Danny Paolinelli \$25
Raymond Robinson \$40	Danny Kamen \$130	Suzanne Brun \$25
Sherry Leonard \$100	Pat Young \$40	Ron Stevenson \$100
Janet Takaki \$10	John Terry \$50	Robert Tussy \$150
Linda Long \$100	Claudyne Wilder \$250	Jim Lira \$250
Laurie Rolfe \$50	Sharon Talesfore \$100	Sid Leutholtz \$100
Craig Lacey \$100	Melinda Azevedo \$100	Kathy Bolhmann \$50
Dan & Naoma \$200	David Brown \$500	Barbara Buchanan \$50
Ned Anderson \$500	John Aye \$20	Shirley Cachola \$250
Jerry DeFlores \$50	Karl Dolk \$500	Linda Sieden \$30
Ralph Fredenburg \$50	Ed Gates \$100	Jeanne Garcia \$100
Becky Hull \$100	Georgia Crane \$100	Susan Calloway \$50
Howard Lamothe \$250	Marle Marks \$100	Michael McGee \$100
Marian Klien \$200	John Palacio \$200	Lupe Castelan \$20
Bob & Shirley Cavigli \$5000		

**Delta High School**

Herbert J. and Lois Hunn Trust - \$100 Donation to Delta Saints Football  
Warren's Machine and Welding - \$2000 Donation for welding supplies and bottle rentals  
Jason and Jean-Mari Peltier - \$250 Donation to Delta FFA  
Esponsor Now Inc. - \$75 Donation to Delta Saints Football  
The Tyler Uslan Foundation - \$1080 to Delta High School for PSAT payments for 69 Sophomores in the Class of 2018

**Presenter**      Don Beno

**Other People Who Might Be Present**      Staff

**Cost &/or Funding Sources**

**Recommendation:**

That the Board acknowledge and approve the receipt of these donations.

Time: 2 mins. \_\_\_\_\_

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments: \_\_\_\_\_

From: Don Beno, Superintendent

Item Number: \_\_11\_\_

**SUBJECT** Request to set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 8, 2015 with the Open Session beginning at 6:30 p.m. at the Rio Vista High School Theater.

Action: \_\_\_X\_\_\_  
Consent Action: \_\_\_\_\_  
Information Only: \_\_\_\_\_

**Background**

This is an annual mandate to publically set the Board's December Organizational meeting at the November meeting.

**Status:**

The December meeting is set for Tuesday, December 8, 2015, Rio Vista High School Theater, 6:30 p.m.

**Presenter** Don Beno

**Other People Who Might Be Present**

**Cost &/or Funding Sources** None

**Recommendation:**

That the Board set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 8, 2015 with the Open Session beginning at 6:30 p.m. at the Rio Vista High School Theater.

Time: \_\_2\_\_ mins. \_\_



**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments:   X  

From: Don Beno, Superintendent

Item Number:   12  

**SUBJECT**

Request to approve the *second and final reading* of the updated or new Board Policies, Administrative Regulation and or Exhibits due to new legislation or mandated language and citation revisions including minor revisions as of July 2015.

Action:   X    
Consent Action:         
Information Only:       

**Background:**

Changes in legislation and amendments to laws lead to necessary or mandated changes in District policies, regulations and exhibits.

**Status:**

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to July 2015 which need to be approved for *second and final reading*.

These policies, etc., were submitted for the first reading at the October 13, 2015 Board meeting.

**Presenter**     Don Beno

**Other People Who Might Be Present**     Jennifer Gaston, Recorder

**Cost &/or Funding Sources**

**Recommendation:**

That the Board approves the *second and final reading* of these policies and regulations resulting from legislation effective prior to July 2015.

Time:        3 mins.

# POLICY GUIDE SHEET

July 2015

Page 1 of 3

Note: Descriptions below identify major 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 0420 - School Plans/Site Councils**

(BP/AR revised)

Policy and regulation updated to reflect requirements to align the district's local control and accountability plan with the strategies in each school's single plan for student achievement (SPSA) and the repeal of certain categorical programs that had been included in the state's consolidated application. Policy clarifies the continuing need for schools participating in specified state or federal categorical programs to develop the SPSA.

## **BP/AR 1312.3 - Uniform Complaint Procedures**

(BP/AR revised)

Policy and regulation updated to reflect California Department of Education (CDE) compliance requirements for 2015-16 school year. Regulation also clarifies timeline for filing complaints regarding student fees and reflects **NEW OFFICE FOR CIVIL RIGHTS GUIDANCE** recommending that districts use web sites and social media to post nondiscrimination notices, policies, and procedures and contact information for compliance officer(s).

## **BP/AR/E 4040 - Employee Use of Technology**

(BP revised; AR deleted; E added)

Policy updated to delete outdated section on use of cell phone or mobile communications device, clarify that use of a password does not give an employee a reasonable expectation of privacy, and add material formerly in AR re: accessing/posting harmful matter and employees' responsibility to report security problems or misuse of district technology. Regulation deleted and replaced by new Exhibit presenting a sample Acceptable Use Agreement.

## **BP 4131 - Staff Development**

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1060, 2014) which requires any district that offers a program of professional growth for certificated employees to evaluate professional learning opportunities offered by the district based on specified criteria.

## **AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave**

(AR revised)

Regulation updated to reflect **NEW TITLE 2 REGULATIONS** (Register 2015, No. 17) which retitle, renumber, and amend certain provisions implementing the California Family Rights Act, including the definition of "serious health condition," medical certification of the need for the leave, and refusal to reinstate an employee if the leave was fraudulently obtained by the employee. Renumbered Title 2 regulations related to pregnancy disability leave and other legal cites updated throughout the AR. Regulation also reflects **NEW LAW** (SB 1306, 2014) which revises the definition of marriage and thus affects the definition of "spouse."

## **BP 4231 - Staff Development**

(BP revised)

Policy updated to reflect **NEW LAW** (SB 1060, 2014) which requires any district that offers a program of professional growth for classified employees involved in the direct instruction of students to evaluate professional learning based on specified criteria.

## **POLICY GUIDE SHEET**

**July 2015**

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### **AR 5121 - Grades/Evaluation of Student Achievement**

(AR revised)

Regulation updated to reflect **NEW LAW** (AB 2160, 2014) which requires districts to submit the grade point average (GPA) of students in grade 12 to the Cal Grant program. Revised regulation condenses material prohibiting lowering of a foster youth's grades for absences due to a change in placement or specified court-related activities, also addressed in BP 6173.1 - Education for Foster Youth. Regulation also replaces two options regarding grading for repeated classes with optional language that the highest grade received will be used in calculating the GPA.

### **BP 5131.2 - Bullying**

(BP revised)

Policy updated to clarify the appropriate use of the uniform complaint procedures (UCP) in cases of nondiscriminatory bullying. As revised, the policy provides that the UCP be used to investigate all instances of bullying, but that conduct determined to be nondiscriminatory bullying then be resolved in accordance with the district's student discipline policies and procedures.

### **BP/AR 5148 - Child Care and Development**

(BP/AR revised)

Policy updated to expand optional priorities for child care services to include children of district students, expand examples of methods to provide facilities for child care services, and add new section on "Complaints." Regulation updated to reflect **NEW LAW** (AB 1944, 2014) which deletes the requirement for parents/guardians of a child age 11-12 to certify in writing that they need child care services because a before-school or after-school program is unavailable. Regulation also revised to clarify eligibility for subsidized services, reflect the new fee schedule that went into effect July 1, 2014, provide for reassessment of fees when a family is recertified or experiences a change in status, and reflect renumbering of legal cites.

### **BP/AR 5148.2 - Before/After School Programs**

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW** (SB 1221, 2014) which requires before/after school programs to submit program attendance reports on a semi-annual basis and to use a program quality improvement process that is based on standards developed by the CDE. Policy also adds material on qualifications of staff and volunteers, the preferred placement of students ages 11-12 in a before/after school program rather than subsidized child care services, and timelines for review and maintenance of the program plan. Regulation also revised to clarify applicable grade levels for the 21st Century Community Learning Center program, reflect funding priorities used by the CDE, add material on summer programs, and reflect law authorizing a full meal to be served in after-school programs.

### **BP/AR 5148.3 - Preschool/Early Childhood Education**

(BP/AR revised)

Policy and regulation updated to reflect the mandate for districts offering California State Preschool Program (CSPP) programs to develop written admissions policies and procedures with specified components. Policy also updated to reflect **NEW LAW** (SB 858, 2014) which (1) authorizes districts to use a portion of a reserve fund for purposes of staff development for CSPP instructional staff and (2) establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Regulation updated to reflect provisions of SB 858 that grant second priority for enrollment to four-year-old children who are not enrolled in a transitional kindergarten (TK) program. Regulation also reflects the applicability to CSPP programs of specified requirements for general child care and development programs, reflects CDE guidance regarding four-year-olds who are eligible for both CSPP and TK programs, and adds material on staffing ratios, parent/guardian notification of approval or denial of enrollment, and maintenance of a family data file.

## **POLICY GUIDE SHEET**

**July 2015**

**Page 3 of 3**

### **BP/AR/E 6163.4 - Student Use of Technology**

(BP revised; AR deleted; E added)

Policy updated to clarify circumstances under which districts may lawfully search students' personally owned devices, delete outdated prohibition against use of district technology to access social networking sites, and include material formerly in AR re: appropriate student conduct when using the Internet or other electronic communications. Regulation deleted and replaced by new Exhibit presenting a sample Acceptable Use Agreement.

### **BB 9100 - Organization**

(BB revised)

Bylaw updated to clarify the time periods during which the annual organizational meeting must be held pursuant to law and to expand items to be addressed during the meeting to include a review of resources on board governance and leadership roles and responsibilities.

## MINOR REVISIONS

July 2015

Page 1 of 3

Note: From time to time, relatively minor changes occur that affect the text of CSBA sample board policies, administrative regulations, and board bylaws but do not warrant reissuing the entire sample because the changes are limited. Such changes are highlighted in the following document, with strikeout indicating material to be deleted and boldface type indicating material to be inserted. Affected samples are attached at the end of this document.

It is recommended that districts review the revisions and incorporate them in district materials as appropriate. **Although the revisions are minor, the district should still use its normal adoption process to adopt the board policies, administrative regulations, and/or board bylaws affected by these revisions.**

These changes are separate from the Technical Revisions that are periodically issued by CSBA based on renumbering of laws, changes in cross-references, or corrections in Notes, legal references, or management resources. Those nonsubstantive revisions generally can be made in district materials without formal adoption.

### **BP 5121 - Grades/Evaluation of Student Achievement**

In section "Grade Point Average," revise first paragraph to add "International Baccalaureate," if applicable, as follows:

The Superintendent or designee shall determine the methodology to be used in calculating students' grade point average (GPA), including the courses to be included within the GPA and whether extra grade weighting shall be applied to Advanced Placement, **International Baccalaureate**, honors, and/or concurrent postsecondary courses.

*Rationale: Because the rigor of the International Baccalaureate program may be comparable to AP, honors, and postsecondary courses, districts may choose to grant extra grade weighting to such courses.*

### **AR 5125.1 - Release of Directory Information**

In section "Parent/Guardian Consent," revise first paragraph of the section as follows:

**No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years old, has provided written consent that directory information may be released. For any other student, directory information shall not be released if his/her parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)**

*Rationale: To reflect Education Code 49073, as amended by AB 1068 (Ch. 713, Statutes of 2013).*

## MINOR REVISIONS

July 2015

Page 2 of 3

### AR 5145.3 - Nondiscrimination/Harassment

In section "Measures to Prevent Discrimination," revise item #1 as follows:

1. Publicize the district's nondiscrimination policy and related complaint procedures, **including the coordinator/compliance officer's contact information**, to students, parents/guardians, employees, volunteers, and the general public, ~~and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)~~ **posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.**

*Rationale: To reflect U.S. Department of Education, Office for Civil Rights "Dear Colleague Letter: Title IX Coordinators," April 2015*

### AR 5145.7 - Sexual Harassment

In section "Notifications," revise item #2 as follows:

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, ~~including school web sites (Education Code 231.5)~~

**A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.**

*Rationale: To reflect U.S. Department of Education, Office for Civil Rights "Dear Colleague Letter: Title IX Coordinators," April 2015*

### BP 6172.1 - Concurrent Enrollment

In section "Approval of Concurrent Enrollment," revise last paragraph of section as follows:

If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented as ~~defined in Education Code 52201~~, the Board shall issue its written recommendation and the reasons for the denial ~~within 60 days. The written recommendation and denial shall be issued at the~~ **at its** next regularly scheduled Board meeting that falls at least 30 days, **but within 60 days**, after the request has been submitted. (Education Code 48800, 48800.5)

**MINOR REVISIONS**

**July 2015**

**Page 3 of 3**

*Rationale: Education Code 52201 repealed pursuant to SB 971 (Ch. 923, Statutes of 2013). Revision also clarifies the timeline for issuing a denial of concurrent enrollment for a highly gifted and talented student.*

**BB 9223 - Filling Vacancies**

In section "Events Causing a Vacancy," delete item #11 and renumber the remaining items:

- ~~11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)~~

*Rationale: Although item #11 reflects Government Code 1770, the bond practice is outdated.*

# CSBA Sample Board Policy

Students

BP 5121(a)

## GRADES/EVALUATION OF STUDENT ACHIEVEMENT

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board believes that grades serve a valuable instructional purpose by helping students and parents/guardians understand performance expectations and identifying the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement.

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*

The Superintendent or designee shall establish a uniform grading system based on standards that apply to all students in that course and grade level. Principals and teachers shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom.

A teacher shall base a student's grades on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and district standards. Students shall have the opportunity to demonstrate this mastery through a variety of methods such as classroom participation, homework, tests, and portfolios.

*(cf. 6011 - Academic Standards)*  
*(cf. 6162.5 - Student Assessment)*

Note: Education Code 49066 provides that the grade assigned by a teacher is final, absent any clerical or mechanical mistake, fraud, bad faith, or incompetency. Pursuant to Education Code 49066, the Governing Board and Superintendent cannot order a student's grade changed unless the teacher, to the extent practicable, is given an opportunity to state the reasons why the grade was given and to be included in all discussions regarding the changing of the grade; see AR 5125.3 - Challenging Student Records. In Las Virgenes Educators Association v. Las Virgenes Unified School District, the court determined that a citizenship mark is a "grade" within the meaning of Education Code 49066 and upheld a teacher's right to make the final decision regarding a citizenship mark.

The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy, or administrative regulation. (Education Code 49066)

*(cf. 5125.3 - Challenging Student Records)*

Note: The following **optional** paragraph is for use by districts that maintain elementary schools and should be revised to reflect district practice.



**GRADES/EVALUATION OF STUDENT ACHIEVEMENT** (continued)

Students in elementary school shall receive proficiency based report cards.

When reporting student performance to parents/guardians, teachers may add narrative descriptions, observational notes, and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

Note: The following **optional** paragraph reflects correspondence issued by the U.S. Department of Education's Office for Civil Rights, Report Cards and Transcripts for Students with Disabilities, which clarifies that, because report cards are intended for parents/guardians and not for persons outside the district, they may contain information about a student's disability without violating the Family Educational Rights and Privacy Act (20 USC 1232g; 34 CFR 99.1-99.67). However, transcripts may not provide information about a student's disability because there is an expectation that these documents could be shared with persons other than the student and his/her parents/guardians. See BP/AR 5125 - Student Records for further information regarding the confidentiality of student records.

A report card for a student with a disability may contain information about his/her disability, including whether that student received special education or related services, provided that the report card informs parents/guardians about their child's progress or level of achievement in specific classes, course content, or curriculum. However, transcripts that may be used to inform postsecondary institutions or prospective employers of the student's academic achievements shall not contain information disclosing the student's disability.

*(cf. 5125 - Student Records)*

*(cf. 6159 - Individualized Education Program)*

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

**Effect of Absences on Grades**

If a student misses class without an excuse and does not subsequently turn in homework, take a test, or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance.

*(cf. 6154 - Homework/Makeup Work)*

Note: Pursuant to Education Code 49067, the Board may authorize teachers to assign failing grades to students with excessive unexcused absences, the number to be set by the Board.

**Districts using the following optional paragraph should fill in the blank to specify the number of unexcused absences for which students may receive a failing grade.**

The Board believes that 10% unexcused absences per grading period constitute excessive unexcused absences. Students with excessive unexcused absences may receive a failing grade and not receive credit for the class(es).

*(cf. 5113 - Absences and Excuses)*

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT** (continued)

**Grade Point Average**

Note: The following **optional** section is for use by districts that maintain secondary schools and may be revised to reflect district practice. Also see the accompanying administrative regulation.

The Superintendent or designee shall determine the methodology to be used in calculating students' grade point average (GPA), including the courses to be included within the GPA and whether extra grade weighting shall be applied to Advanced Placement.

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

*Legal Reference: (see next page)*

## GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

### *Legal Reference:*

#### EDUCATION CODE

48070 *Promotion and retention*

48205 *Excused absences*

48800-48802 *Enrollment of gifted students in community college*

48904-48904.3 *Withholding grades, diplomas, or transcripts*

49066 *Grades; finalization; physical education class*

49067 *Mandated regulations regarding student's achievement*

49069.5 *Students in foster care, grades and credits*

51242 *Exemption from physical education based on participation in interscholastic athletics*

76000-76002 *Enrollment in community college*

#### CODE OF REGULATIONS, TITLE 5

10060 *Criteria for reporting physical education achievement, high schools*

30008 *Definition of high school grade point average for student aid eligibility*

#### UNITED STATES CODE, TITLE 20

1232g *Family Education Rights and Privacy Act (FERPA)*

6101-6251 *School-to-Work Opportunities Act of 1994*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy Act*

#### COURT DECISIONS

*Owasso Independent School District v. Falvo*, (2002) 534 U.S. 426

*Las Virgenes Educators Association v. Las Virgenes Unified School District*, (2001) 86 Cal.App.4th 1

*Swany v. San Ramon Valley Unified School District*, (1989) 720 F.Supp. 764

*Johnson v. Santa Monica-Malibu Unified School District Board of Education*, (1986) 179 Cal.App.3d 593

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Aiming High: High Schools for the 21st Century*, 2002

*Taking Center Stage: A Commitment to Standards-Based Education for California's Middle Grades Students*, 2001

*Elementary Makes the Grade!*, 2000

#### U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS CORRESPONDENCE

*Report Cards and Transcripts for Students with Disabilities*, October 17, 2008

#### WEB SITES

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

California Student Aid Commission: <http://www.csac.ca.gov>

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

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# CSBA Sample Administrative Regulation

Students

AR 5125.1(a)

## RELEASE OF DIRECTORY INFORMATION

### Definition

Note: Education Code 49073 and 20 USC 1232g, the Family Educational Rights and Privacy Act (FERPA), **mandate** that school districts adopt a policy identifying those categories of student records considered to be "directory information," which may generally be released unless the parent/guardian notifies the district of his/her refusal. "Directory information" is defined in Education Code 49061 and 34 CFR 99.3. However, the following section should be modified to reflect those categories of information defined by the district as "directory information"; those items the district does not intend to release as directory information should be deleted. Also see AR 5125 - Student Records.

AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below), thereby aligning state law with 34 CFR 99.3. However, Education Code 49061, as amended, does not include three types of information defined as directory information in 34 CFR 99.3: the student's place of birth, grade level, and photograph. Thus, these types of information are not reflected in the following list. Districts that receive any request for such information about student(s) based on federal law should consult legal counsel prior to releasing the information.

*Directory information* means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received

**RELEASE OF DIRECTORY INFORMATION** (continued)

## 11. Most recent previous school attended

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

*Directory information* does not include a student's social security number or student identification number. However, directory information may include a student identification number, user identification, or other personal identifier used by the student for purposes of accessing or communicating in electronic systems provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

**Notification to Parents/Guardians**

Note: Pursuant to Education Code 49063, the district must annually notify parents/guardians and eligible students, in writing, of their rights related to student records, including the categories of records considered to be "directory information." See the accompanying Exhibit for a sample parent/guardian notification.

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

*(cf. 5125 - Student Records)**(cf. 5145.6 - Parental Notifications)*

Note: The following paragraph applies to districts that maintain secondary schools and receive funds under the federal Elementary and Secondary Education Act (ESEA). 20 USC 7908 requires those districts to notify parents/guardians that they may request that the district not release their child's name, address, and telephone number to military recruiters, employers, or colleges without their prior written consent. According to Guidance issued by the U.S. Department of Education (USDOE) ([Access to High School Students and Information on Students by Military Recruiters](#)), a single notice provided through a mailing, student handbook, or other method that is reasonably calculated to inform parents/guardians of the above information is sufficient. The law does not specify whether parents/guardians may request that the district not release their child's information to certain third parties, such as military recruiters, but authorize the release to others parties, such as private employers. Districts should consult legal counsel as appropriate.

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

**RELEASE OF DIRECTORY INFORMATION (continued)**

**Parent/Guardian Consent**

Note: Education Code 49073 specifies that parents/guardians may request that their child's directory information not be released (an "opt-out" process). According to a letter from the USDOE to California's Superintendent of Public Instruction, it is a "misapplication" of 20 USC 7908 for a district to establish an "opt-in" procedure specifically for military recruiters whereby a district would not provide information to military recruiters unless a parent/guardian has provided affirmative consent. According to the letter, a district that establishes an "opt-in" procedure for military recruiters would risk having its federal ESEA funds withheld.

**No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years old, has provided written consent that directory information may be released. For any other student, directory information shall not be released if his/her parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)**

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

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

(3/09 11/11) 7/15

# CSBA Sample Administrative Regulation

Students

AR 5145.3(a)

## NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting, at school or in school-sponsored or school-related activities, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, against students based on actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights.

5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying. In addition, 34 CFR 106.8 **mandates** districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with state and federal laws and regulations governing the district's educational programs.

During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for investigating complaints. The U.S. Department of Education's Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints.

The following paragraphs identify the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws (e.g. Title IX and Section 504 coordinators), including the investigation and resolution of discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. Note also that a district may designate more than one employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification,

**NONDISCRIMINATION/HARASSMENT** (continued)

age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Superintendent  
445 Montezuma Street, Rio Vista, CA 94571  
(707) 374-1700  
dbeno@rdusd.org

(cf. 1312.1 - *Complaints Concerning District Employees*)  
 (cf. 1312.3 - *Uniform Complaint Procedures*)

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms.

In addition, federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures. In its April 2011 Dear Colleague Letter: Sexual Violence, OCR recommends that nondiscrimination notices be prominently posted on school web sites and at various locations throughout campus, and published in electronic and printed publications of general distribution that provide information to students, parents/guardians, and employees about the school's policies.

Item #1 below may be revised to specify the means by which the district posts its nondiscrimination policies and complaint procedures.

1. **Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public, and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1) posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.**



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

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

Note: In its October 2010 <u>Dear Colleague Letter: Harassment and Bullying</u> , OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. Item #3 below may be modified to reflect district practice.
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3. Annually notify all students and parents/guardians of the district's nondiscrimination policy. The notice shall inform students and parents/guardians of the possibility that students will participate in a sex-segregated school program or activity together with another student of the opposite biological sex, and that they may inform the compliance officer if they feel such participation would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the compliance officer shall meet with the student and/or parent/guardian who raises the objection to determine how best to accommodate that student. The notice shall inform students and parents/guardians that the district will not typically notify them of individual instances of transgender students participating in a program or activity.

*(cf. 5145.6 - Parental Notifications)*

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 <u>Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons</u> . Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.
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4. The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, are notified of how to access the relevant information provided in the district's

**NONDISCRIMINATION/HARASSMENT** (continued)

nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

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

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: Item #6 below is required pursuant to Education Code 234.1 and recommended as a best practice by OCR.

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

Note: Item #7 below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect him/her from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved.

7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

## **NONDISCRIMINATION/HARASSMENT (continued)**

### **Enforcement of District Policy**

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

*(cf. 5131.5 - Vandalism and Graffiti)*

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

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

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

*(cf. 5125 - Student Records)*

5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

*(cf. 4118 - Suspension/Disciplinary Action)*

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

*(cf. 5144 - Discipline)*

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

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

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

### **Process for Initiating and Responding to Complaints**

Note: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, based on specified actual or perceived characteristics. Such a process, which is required to be consistent with the uniform complaint procedures specified in 5 CCR 4600-4687, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25).

**NONDISCRIMINATION/HARASSMENT** (continued)

OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed. In addition, in its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school. This principle would also apply to harassment on other bases, such as race, gender, or disability.

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When any report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is submitted to or received by the principal or compliance officer, he/she shall inform the student or parent/guardian of the right to file a formal complaint pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Any report of unlawful discrimination involving the principal, compliance officer, or any other person to whom the complaint would ordinarily be reported or filed shall instead be submitted to the Superintendent or designee. Even if the student chooses not to file a formal complaint, the principal or compliance officer shall implement immediate measures necessary to stop the discrimination and to ensure all students have access to the educational program and a safe school environment.

Upon receiving a complaint of discrimination, the compliance officer shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

**Transgender and Gender-Nonconforming Students**

Note: The following section may be modified to reflect district practice. Pursuant to Education Code 221.5, as amended by AB 1266 (Ch. 85, Statutes of 2013), a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity,

**NONDISCRIMINATION/HARASSMENT** (continued)

regardless of the gender listed on his/her educational records. The following guidelines are designed to implement AB 1266 and other existing state and federal laws that prohibit discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, against students based on their real or perceived gender identity and/or gender expression. The guidelines address certain issues and circumstances that may arise in relation to the needs of transgender and gender-nonconforming students, and are by no means exhaustive. Consequently, each instance or situation should be addressed on a case-by-case basis to ensure that the safety, privacy, and other concerns of all students involved are appropriately addressed. For more information on the rights of transgender students, see CSBA's policy brief [Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students](#) and its [Final Guidance Regarding Transgender Students, Privacy, and Facilities](#). Districts should consult legal counsel about applicable standards for determining a student's gender identity.

*Gender identity* means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

*Gender expression* means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

*Gender transition* refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

*Gender-nonconforming student* means a student whose gender expression differs from stereotypical expectations.

*Transgender student* means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex

**NONDISCRIMINATION/HARASSMENT** (continued)

3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students. Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

Note: Timelines included in items #1-2 below may be modified to reflect district practice.
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1. **Right to privacy:** A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this procedure, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

**NONDISCRIMINATION/HARASSMENT** (continued)

As appropriate given the physical, emotional, and other significant risks to the student, the compliance officer may consider discussing with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the compliance officer shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access

**NONDISCRIMINATION/HARASSMENT** (continued)

facilities and participate in programs and activities consistent with his/her gender identity. If available and requested by any student, regardless of the underlying reason, the district shall offer options to address privacy concerns in sex-segregated facilities, such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6153 - School-Sponsored Trips)*

*(cf. 7110 - Facilities Master Plan)*

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

*(cf. 5132 - Dress Code)*

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# CSBA Sample Administrative Regulation

Students

AR 5145.7(a)

## SEXUAL HARASSMENT

Note: Pursuant to 34 CFR 106.8, districts that receive federal financial assistance are **mandated** to designate an employee to ensure district compliance with Title IX of the Education Amendments of 1972 and its implementing regulations, including the investigation of complaints alleging sex discrimination. The following paragraph specifies the position designated as the district's Title IX Coordinator and compliance officer for purposes of complaints alleging sex discrimination, including sexual harassment, filed under AR 1312.3 - Uniform Complaint Procedures. To designate separate district employees to serve these functions, the district should modify the following paragraph accordingly.

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Superintendent  
445 Montezuma Street, Rio Vista, CA 94571  
(707) 374-1700  
dbeno@rdusd.org

*(cf. 1312.3 - Uniform Complaint Procedures)*

Note: Education Code 212.5 defines sexual harassment as any unwelcome sexual advance, request for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone in the educational setting. For purposes of suspension and expulsion, Education Code 48900.2 defines sexual harassment as conduct, when considered from the perspective of a reasonable person of the same gender as the victim, that is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment for the victim. See AR 5144.1 - Suspension and Expulsion/Due Process.

Under OCRs 2001 Revised Sexual Harassment Guidance interpreting Title IX, sexual harassment is unwelcome conduct of a sexual nature. A hostile environment is created when the conduct is sufficiently serious that it denies or limits a student's ability to participate in or benefit from the school's program based on sex. OCR considers the conduct from both the subjective perspective of the individual who was harassed and from the perspective of a reasonable person with the same characteristics as the victim.

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 educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

**SEXUAL HARASSMENT** (continued)

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

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

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

<p>Note: The following list contains common examples of sexual harassment from the U.S. Department of Education's Office for Civil Rights' (OCR) April 2011 <a href="#">Dear Colleague Letter: Sexual Violence</a>, its January 2001 <a href="#">Revised Sexual Harassment Guidance</a>, and definitions specified in 5 CCR 4916.</p>
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Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way

**SEXUAL HARASSMENT** (continued)

9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

**Reporting Process and Complaint Investigation and Resolution**

Note: The following reporting process details site-level steps to be taken by students and others for reporting sexual harassment incidents. In its April 2011 Dear Colleague Letter: Sexual Violence and January 2001 Revised Sexual Harassment Guidance, OCR acknowledges that procedures adopted by districts to address student harassment complaints will vary considerably depending on a number of factors, including the size of the district.

Pursuant to Education Code 231.5, the district's policy must contain information on where to obtain the specific procedure for reporting incidents of sexual harassment and pursuing available remedies. In addition, 34 CFR 106.8 requires a district to adopt and publish a complaint procedure providing for a "prompt and equitable" resolution of student complaints alleging sexual harassment. To avoid confusion that may arise from having a multiplicity of complaint processes for resolving a variety of student complaints, it is recommended that districts use their uniform complaint procedures (UCP) to investigate and resolve sexual harassment complaints involving students and to track complaints through a districtwide system. See AR 1312.3 - Uniform Complaint Procedures for details of these procedures.

Any student who believes that he/she has been subjected to sexual harassment or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted the Superintendent or designee.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

When a report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures.

**SEXUAL HARASSMENT** (continued)

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

**Confidentiality**

Note: Pursuant to 5 CCR 4964, districts are required to keep complaints and allegations of sexual harassment confidential, except when disclosure is necessary to further the investigation, other needed remedial action, or ongoing monitoring.

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records such as the description of the corrective actions taken in response to a complaint of sexual harassment. Thus, districts are advised to consult legal counsel in determining what information must be included in the final written decision sent to the complainant and what information must not be included.

In determining what information to include and not include in the final written decision for complaints regarding sexual harassment, districts should be aware that current law (20 USC 1221) states that nothing in FERPA is to "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." OCR has interpreted these provisions to mean that FERPA permits a district to disclose to a student, who was subjected to sexual harassment, certain information about the sanctions imposed upon the offender when the sanctions directly relate to the student. For instance, if properly remedying the impact of sexual harassment would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., a stay away order), OCR would require the district to disclose that information.

OCR's Revised Sexual Harassment Guidance and 2011 Dear Colleague Letter: Sexual Violence, as well the FAQs issued in April 2014 indicate that if a complainant in a sexual harassment case requests that his/her name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. However, in all instances, the district must continue to ensure that it provides a safe and nondiscriminatory environment for all students. If there is a high risk of harm to the complainant or others (e.g., if the district has information that the alleged perpetrator is a repeat offender) and the district cannot respond adequately to the risk without disclosing the complainant's identity, then in such limited circumstances the district may be required to investigate the incident and disclose the complainant's identity. If the district determines that it will respect the confidentiality request, it should nevertheless take all reasonable steps to investigate and respond to the complaint. Such steps may include limited investigative activities that do not require the district to reveal the complainant's identity; providing services to the complainant, such as counseling services; providing increased monitoring, supervision, or security at locations or activities where the misconduct occurred; providing training and education materials for students and employees; or changing and publicizing the district's policies on sexual violence.

**SEXUAL HARASSMENT** (continued)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

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

**Response Pending Investigation**

Note: The following reporting process may be revised to reflect district practice. In its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school.

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. Such measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

**Notifications**

Note: In its January 2001 Revised Sexual Harassment Guidance, OCR states that a procedure for sexual harassment complaints cannot be prompt or equitable unless it is widely disseminated and written in language appropriate to the age of the school's students. Examples include having a copy of the procedures available throughout the school, publishing the procedures in the student handbook, and identifying individuals who can explain the procedure.

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

**SEXUAL HARASSMENT** (continued)

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

*(cf. 5145.6 - Parental Notifications)*

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, ~~including school web sites~~ (Education Code 231.5)

**A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.**

*(cf. 1113 - District and School Web Sites)*

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

(3/09 3/12 10/14) 7/15

# CSBA Sample Board Policy

**Instruction**

BP 6172.1(a)

## **CONCURRENT ENROLLMENT IN COLLEGE CLASSES**

Note: The following **optional** policy may be revised to reflect district practice. Education Code 48800-48802 and 76000-76002 authorize enrollment in community college courses as an option for a limited number of district students to benefit from advanced scholastic or career technical work.

In addition, a limited number of school districts receive funding through the Foundation for California Community Colleges to operate Early College High Schools. These schools are designed so that students can achieve two years of college credit at the same time they are earning a high school diploma, and are targeted toward student groups that historically have below-average high school and college graduation rates (e.g., low-income, at-risk, English language learner, and minority students). For more information, see the Foundation's or California Department of Education's (CDE) web site.

The Governing Board desires to provide opportunities for eligible district students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements or career technical education preparation, and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

*(cf. 6143 - Courses of Study)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

Note: The following paragraph is **optional**. Education Code 51225.3 provides that completion of postsecondary courses may be used as an alternative means of satisfying high school graduation requirements when approved by the Governing Board. According to the CDE, students enrolled in college classes will receive credit from the postsecondary institution but, pursuant to Education Code 48800-48802 and 76001-76002 and as a result of the repeal in 2005 of 5 CCR 1630, the district has discretion to determine whether completion of such courses will receive credit from the district. See BP 6146.11 - Alternative Credits Toward Graduation.

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the district, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

### **Approval of Concurrent Enrollment**

Note: Although the Board may approve students for postsecondary classes in accordance with Education Code 48800 and 48800.5, the decision to admit a student into a postsecondary class rests with the college. Pursuant to Education Code 76002, a community college may restrict the admission of special part-time or full-time students based on age, completion of a specified grade level, and/or demonstrated eligibility for

**CONCURRENT ENROLLMENT IN COLLEGE CLASSES** (continued)

instruction using assessment methods and procedures approved by the Board of Governors of the California Community Colleges. Education Code 76001 requires that community colleges assign a low enrollment priority to special part-time or full-time students in order to ensure that they do not displace regularly admitted students.

The following **optional** paragraph may be revised to reflect criteria for approval established by the Board.

The Board may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Board may authorize a student to apply for attendance at a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Note: Education Code 48800 provides a five percent enrollment cap on the number of students at each grade level that may be recommended for community college summer session. However, this enrollment cap does not include students who are enrolled in college-level lower division general education courses or in career technical education courses leading to a degree or certificate in the subject area, under the conditions specified in Education Code 48800.

In addition, the enrollment cap does not apply to courses necessary to assist students in passing the high school exit examination when the enrolled student is a high school senior who has completed, or will complete by the end of the summer session, all graduation requirements except for passage of the exit exam. Such courses must not offer the student college credit in English language arts or mathematics.

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at his/her school of attendance. (Education Code 48800)

(*cf.* 6162.52 - High School Exit Examination)

Any student's parent/guardian may petition the Board to authorize full-time attendance at a community college if he/she believes the student would benefit from advanced scholastic or career technical work that would be available. (Education Code 48800.5)

If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented as defined in Education Code 52204, the Board shall issue its written recommendation and the reasons for the denial within 60 days. The written recommendation and denial shall be issued at the **at its** next regularly scheduled Board meeting that falls at least 30 days, **but within 60 days**, after the request has been submitted. (Education Code 48800, 48800.5)

*Rationale: Education Code 52201 repealed pursuant to SB 971 (Ch. 923, Statutes of 2013). Revision also clarifies the timeline for issuing a denial of concurrent enrollment for a highly gifted and talented student.*



## CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

Note: Pursuant to Education Code 48800.5, if the Board denies any student's petition for full-time enrollment in a community college, the student's parent/guardian may file an appeal with the County Board, which must render a final decision, in writing, within 30 days.

### Program Evaluation

Note: The following **optional** section should be revised to reflect indicators agreed upon by the Board and Superintendent for evaluating the district's program.

The Superintendent or designee shall regularly report to the Board regarding the number of district students participating in the concurrent enrollment option, their success in completing in postsecondary courses, and any impact on their achievement in district courses.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

#### Legal Reference:

##### EDUCATION CODE

46145-46147 Minimum day, high school

48800-48802 Enrollment of gifted students in community college

51225.3 Alternative means of satisfying graduation requirements

52200-52212 Gifted and talented education program

76000-76002 Enrollment in community college

#### Management Resources:

##### WEB SITES

California Community Colleges System: <http://www.cccco.edu>

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

California Postsecondary Education Commission: <http://www.cpec.ca.gov>

California State University: <http://www.calstate.edu>

Foundation for California Community Colleges, Early College High School Initiative:

<http://www.foundationccc.org/ECHS>

University of California: <http://www.universityofcalifornia.edu>

# CSBA Sample Board Bylaw

Board Bylaws

BB 9223(a)

## FILLING VACANCIES

### Events Causing a Vacancy

A vacancy on the Governing Board may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)

Note: The following paragraph is for use by districts that have established trustee areas.
--

A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
  - a. Upon district business with the approval of the Board
  - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

**FILLING VACANCIES** (continued)

Note: AB 334 (Ch. 54, Statutes of 2011) amended Government Code 1064 to authorize the Governing Board to extend an out-of-state absence for an unlimited duration when the absence is due to illness or other urgent necessity.

In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

Note: Board members forfeit office and, in some cases, are disqualified from holding public office upon conviction of designated crimes as specified in the Constitution and various other state laws. Examples of crimes that result in forfeiture of office include, but are not limited to, convictions for felonies, offenses that involve a violation of official duties, bribery, selling appointments, intoxication in the discharge of official duties, misuse of public funds, conflict of interest violations, and a false claim of receipt of any military decoration or medal.

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)
9. A Board member's refusal or neglect to file his/her required oath within the time prescribed (Government Code 1770)

(cf. 9224 - Oath or Affirmation)

**FILLING VACANCIES** (continued)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
- ~~11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)~~
1211. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

<p>Note: Pursuant to Education Code 5090, a vacancy is declared when there has been a "failure to elect," meaning that the County Registrar of Voters has determined that an election will not be held because either no candidate or an insufficient number of candidates have filed to run for a Board seat(s). Education Code 5328 authorizes the Board to make an appointment in such circumstances.</p>
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1312. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

**Timelines for Filling a Vacancy**

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

<p>Note: Pursuant to Education Code 5091, when a vacancy occurs or when a deferred resignation has been filed four or more months before the end of a Board member's term, the Board shall take action, as specified below. In the event that the Board fails to make a provisional appointment or order an election within 60 days, the County Superintendent of Schools must call an election to fill the vacancy.</p>
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2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)
3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

## **FILLING VACANCIES** (continued)

### **Eligibility**

Note: Persons applying or nominated for a Board position must meet the legal qualifications for Board members as detailed in Education Code 35107. Education Code 35107 also provides that a district employee appointed or elected to the Board must resign his/her employment before being sworn in or have his/her employment automatically terminated upon being sworn into office. See BB 9220 - Governing Board Elections.

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

*(cf. 9220 - Governing Board Elections)*

### **Provisional Appointments**

Note: The Board is authorized to make a provisional appointment to fill a vacancy pursuant to item #2 in the section above entitled "Timelines for Filling a Vacancy." The law does not specify procedures for making provisional appointments for vacancies caused by reasons other than a failure to elect; however, such procedures must comply with the requirements of the Brown Act (Government Code 54950-54963). Secret ballots are prohibited by Government Code 54953.

The following **optional** paragraph should be modified to reflect district practice. See CSBA's publication Filling a Board Vacancy for additional information about provisional appointments, including sample questions for interviewing and evaluating candidates.

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

*(cf. 9130 - Board Committees)*

*(cf. 9323.2 - Actions by the Board)*

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee

**FILLING VACANCIES** (continued)

3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

**Appointment Due to Failure to Elect**

Note: The following procedure applies when an appointment is being made because of a failure to elect pursuant to Education Code 5090, 5326, and 5328 (item #13 in section entitled "Events Causing a Vacancy" above).

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

*(cf. 9100 - Organization)*

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

*Legal Reference: (see next page)*

## **FILLING VACANCIES (continued)**

### *Legal Reference:*

#### EDUCATION CODE

5000-5033 *Elections*

5090-5095 *Vacancies*

5200-5208 *Districts governed by boards of education*

5300-5304 *Elections*

5320-5329 *Order and call of election*

5340-5345 *Consolidation of elections*

5360-5363 *Election notice*

5420-5426 *Cost of elections*

5440-5442 *Miscellaneous provisions, elections*

35107 *Eligibility of board members*

35178 *Resignation with deferred effective date*

#### ELECTIONS CODE

10600-10604 *School district elections*

11381-11386 *Candidates for recall*

#### GOVERNMENT CODE

1064 *Absence from state*

1770 *Vacancies: definition*

3000-3003 *Forfeiture of office*

3060-3075 *Removal other than by impeachment*

6061 *One time notice*

54950-54963 *The Ralph M. Brown Act*

#### PENAL CODE

88 *Bribery, forfeiture from office*

#### UNITED STATES CODE, TITLE 18

704 *Military medals or decorations*

#### ATTORNEY GENERAL OPINIONS

58 *Ops.Cal.Atty.Gen. 888 (1975)*

### *Management Resources:*

#### CSBA PUBLICATIONS

*Filling a Board Vacancy, rev. December 2010*

#### WEB SITES

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

California State Attorney General's Office, *Quo Warranto Applications:*

[http://ag.ca.gov/opinions/quo\\_warranto.php](http://ag.ca.gov/opinions/quo_warranto.php)

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# CALIFORNIA SCHOOL BOARDS ASSOCIATION

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CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education to develop their own policy manual. These samples reflect the law as of the date on each sample. Additionally, they do not necessarily express the personal, political, or legal opinions or viewpoints of CSBA, its Board of Directors, or its employees.

Though the samples have undergone legal review, neither the samples nor such review constitute legal advice. Therefore, CSBA strongly recommends that users of the samples modify them to reflect their local needs, practices and legal circumstances, and as necessary, consult their legal counsel.

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If you have any questions, please contact CSBA Policy Services at (800) 266-3382 or via e-mail [policy@csba.org](mailto:policy@csba.org).

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## **Policy Reference UPDATE Service**

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**SCHOOL PLANS/SITE COUNCILS**

The Governing Board believes that comprehensive planning that is aligned with the district's local control and accountability plan (LCAP) is necessary at each school, in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0460 - Local Control and Accountability Plan)*

Each district school shall establish a school site council in accordance with Education Code 52852 and the accompanying administrative regulation to develop, review, and approve school plans.

For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 64001)

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1431 - Waivers)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6171 - Title I Programs)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6190 - Evaluation of the Instructional Program)*

As appropriate, a school may incorporate any other school program into the SPSA. (Education Code 64001)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. He/she shall also ensure that specific actions included in the district's LCAP are consistent with the strategies identified in each school's SPSA.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)

## **SCHOOL PLANS/SITE COUNCILS (continued)**

Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 52855)

The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the site council.

### *Legal Reference:*

#### EDUCATION CODE

- 52-53 *Designation of schools*
- 33133 *Information guide for school site councils*
- 35147 *Open meeting laws exceptions*
- 41540-41544 *Targeted instructional improvement block grants*
- 52060-52077 *Local control and accountability plan*
- 52176 *Advisory committees*
- 52852 *School site councils*
- 54000-54028 *Educationally Disadvantaged Youth Programs*
- 54425 *Advisory committees (compensatory education)*
- 56000-56867 *Special education*
- 64000 *Categorical programs included in consolidated application*
- 64001 *Single school plan for student achievement, consolidated application programs*
- CODE OF REGULATIONS, TITLE 5
- 3930-3937 *Compliance plans*
- UNITED STATES CODE, TITLE 20
- 6311 *Accountability, adequate yearly progress*
- 6312-6319 *Title I programs; plans*
- 6421-6472 *Programs for neglected, delinquent, and at-risk children and youth*
- 6601-6651 *Teacher and Principal Training and Recruitment program*
- 6801-7014 *Limited English proficient and immigrant students*
- 7101-7165 *Safe and Drug-Free Schools and Communities*
- 7341-7355c *Rural Education Initiative*

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2014*

#### WEST ED PUBLICATIONS

- California Healthy Kids Survey*
- California School Climate Survey*

#### WEB SITES

- California Department of Education, Single Plan for Student Achievement:*  
<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>
- U.S. Department of Education:* <http://www.ed.gov>
- WestEd:* <http://www.wested.org>

**SCHOOL PLANS/SITE COUNCILS**

**School Site Councils**

Each school shall have a school site council composed of the following: (Education Code 52852)

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel selected by the school's other personnel
4. Parent/guardian representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school
5. If the school is a secondary school, students attending the school selected by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For an elementary school site council, the remaining half shall be parent/guardian representatives. For a secondary school site council, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code 52852)

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination.

School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 54425; 5 CCR 3932)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

*(cf. 1220 - Citizen Advisory Committees)*

**Single Plan for Student Achievement**

Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall

**SCHOOL PLANS/SITE COUNCILS** (continued)

approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 64001)

*(cf. 1431 - Waivers)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6171 - Title I Programs)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6184 - Continuation Education)*

The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)

Such groups may include, but are not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP); advisory committees established for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 6190 - Evaluation of the Instructional Program)*

The SPSA shall be aligned with the district's LCAP and school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data identified pursuant to law, and may consider any other data developed by the district to measure student achievement. (Education Code 52062, 64001)

*(cf. 0500 - Accountability)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6162.52 - High School Exit Examination)*

The SPSA shall, at a minimum: (Education Code 64001)

1. Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by law
2. Identify the means of evaluating the school's progress toward accomplishing those goals

**SCHOOL PLANS/SITE COUNCILS** (continued)

3. Identify how state and federal law governing the categorical programs will be implemented

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.

In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:

1. Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.
2. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.
3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goal is focused, the methods or practices that will be used to reach the goal, and the criteria that will be used to determine if the goal is achieved.
4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.

The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. (Education Code 35147, 64001)

The school site council or other schoolwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to the Board, school site council, advisory committees, and other interested parties regarding progress toward school goals.

The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.

Regulation  
approved:

RIVER DELTA UNIFIED SCHOOL DISTRICT  
Draft October 13, 2015

**UNIFORM COMPLAINT PROCEDURES**

The Governing Board recognizes 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, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt 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, 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 (5 CCR 4610)

*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 3555 - Nutrition Program Compliance)*  
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*  
*(cf. 5148 - Child Care and Development)*  
*(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 person, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, in district programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance (5 CCR 4610)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 4031 - Complaints Concerning Discrimination in Employment)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

3. Any complaint alleging district violation of 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)*

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

*(cf. 0460 - Local Control and Accountability Plan)*

5. 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

6. 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 mediation, 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 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, 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.

## **UNIFORM COMPLAINT PROCEDURES** (continued)

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. All such records shall be destroyed 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.
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.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

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: (see next page)*



**UNIFORM COMPLAINT PROCEDURES (continued)**

*Legal Reference:*

EDUCATION CODE

200-262.4 *Prohibition of discrimination*  
8200-8498 *Child care and development programs*  
8500-8538 *Adult basic education*  
18100-18203 *School libraries*  
32289 *School safety plan, uniform complaint procedures*  
35186 *Williams uniform complaint procedures*  
48985 *Notices in language other than English*  
49010-49013 *Student fees*  
49060-49079 *Student records*  
49490-49590 *Child nutrition programs*  
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*  
52800-52870 *School-based program coordination*  
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*

PENAL CODE

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

CODE OF REGULATIONS, TITLE 5

3080 *Application of section*  
4600-4687 *Uniform complaint procedures*  
4900-4965 *Nondiscrimination in elementary and secondary education programs*

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*

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*

*Legal Reference continued: (see next page)*

**UNIFORM COMPLAINT PROCEDURES (continued)**

*Legal Reference: (continued)*

CODE OF FEDERAL REGULATIONS, TITLE 28

*35.107 Nondiscrimination on basis of disability; complaints*

CODE OF FEDERAL REGULATIONS, TITLE 34

*99.1-99.67 Family Educational Rights and Privacy Act*

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

*104.7 Designation of responsible employee for Section 504*

*106.8 Designation of responsible employee for Title IX*

*106.9 Notification of nondiscrimination on basis of sex*

*110.25 Notification of nondiscrimination on the basis of age*

*Management Resources:*

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>

**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 only the complaints specified in BP 1312.3.

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

**Compliance Officers**

The district designates the individual(s) 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 to handle complaints regarding sex discrimination. 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)*

Superintendent  
445 Montezuma Street, Rio Vista, CA 94571  
(707) 374-1700  
dbeno@rdusd.org

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

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation,

or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated 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 results 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, if possible, one or more of the 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 UCP, including information regarding unlawful student fees and local control and accountability plan (LCAP) requirements, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013, 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)*

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

*(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.

AR 1312.3(c)

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 antidiscrimination 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.
  - 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 or 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. 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.

AR 1312.3(d)

- e. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- f. 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.
- g. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- h. Copies of the district's UCP are available free of charge.

### **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)

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 or 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)

### **Filing of Complaints**

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

All complaints shall be filed in accordance with the following:

- 1. A written complaint alleging district violation of applicable state or federal law or regulations governing 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)

AR 1312.3(e)

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. 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 the unlawful discrimination or 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 unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant or alleged victim of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) 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 shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.
6. 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)

### **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. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However,

AR 1312.3(f)

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 or 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 any time.

If the mediation process does not resolve the problem within the parameters of 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 two 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 the 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, 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. 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.

AR 1312.3(g)



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

## **UNIFORM COMPLAINT PROCEDURES** (continued)

### **Final Written Decision**

The district's decision on how it will resolve the complaint 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.

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 language. In 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.

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

- a. 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
  - 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 notice may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
  - b. Individual remedies offered or provided to the subject of the complaint
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE 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:

**UNIFORM COMPLAINT PROCEDURES** (continued)

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](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

**Corrective Actions**

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

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are 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

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

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

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.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges 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, 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 with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)

**UNIFORM COMPLAINT PROCEDURES** (continued)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant 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

**EMPLOYEE USE OF TECHNOLOGY**

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

*(cf. 0440 - District Technology Plan)*  
*(cf. 1100 - Communication with the Public)*  
*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*  
*(cf. 4032 - Reasonable Accommodation)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*  
*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*  
*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)*  
*(cf. 5125 - Student Records)*  
*(cf. 5125.1 - Release of Directory Information)*  
*(cf. 6162.6 - Use of Copyrighted Materials)*  
*(cf. 6163.4 - Student Use of Technology)*

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

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

**EMPLOYEE USE OF TECHNOLOGY** (continued)

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

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

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

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

*Legal Reference: (see next page)*



**EMPLOYEE USE OF TECHNOLOGY (continued)**

*Legal Reference:*

EDUCATION CODE

52295.10-52295.55 *Implementation of Enhancing Education Through Technology grant program*

GOVERNMENT CODE

3543.1 *Rights of employee organizations*

PENAL CODE

502 *Computer crimes, remedies*

632 *Eavesdropping on or recording confidential communications*

VEHICLE CODE

23123 *Wireless telephones in vehicles*

23123.5 *Mobile communication devices; text messaging while driving*

23125 *Wireless telephones in school buses*

UNITED STATES CODE, TITLE 20

6751-6777 *Enhancing Education Through Technology Act, Title II, Part D, especially:*

6777 *Internet safety*

UNITED STATES CODE, TITLE 47

254 *Universal service discounts (E-rate)*

CODE OF FEDERAL REGULATIONS, TITLE 47

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

COURT DECISIONS

*City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332*

*Management Resources:*

WEB SITES

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

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

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

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

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

## **EMPLOYEE USE OF TECHNOLOGY**

### **ACCEPTABLE USE AGREEMENT AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)**

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

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

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.

Each employee who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

#### **Definitions**

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

#### **Employee Obligations and Responsibilities**

Employees are expected to use district technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of district technology.

The employee in whose name district technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall

## **EMPLOYEE USE OF TECHNOLOGY (continued)**

use the system only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

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

1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive
2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor
3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee
4. Engage in unlawful use of district technology for political lobbying
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)
7. Install unauthorized software
8. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or district practice

### **Privacy**

Since the use of district technology is intended for use in conducting district business, no employee should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such

**EMPLOYEE USE OF TECHNOLOGY** (continued)

monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

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

**Personally Owned Devices**

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

**Records**

Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

**Reporting**

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

**Consequences for Violation**

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to district technology and/or discipline, up to and including termination. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

**Employee Acknowledgment**

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Employee Use of Technology, and other applicable laws and district policies and

**EMPLOYEE USE OF TECHNOLOGY** (continued)

regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Name: \_\_\_\_\_ Position: \_\_\_\_\_  
(Please print)

School/Work Site: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STAFF DEVELOPMENT**

The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

*(cf. 6111 - School Calendar)*

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.3 - Title I Program Improvement Districts)*

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards

*(cf. 6011 - Academic Standards)*

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

*(cf. 6142.2 - World/Foreign Language Instruction)*

*(cf. 6142.3 - Civic Education)*

*(cf. 6142.5 - Environmental Education)*

*(cf. 6142.6 - Visual and Performing Arts Education)*

*(cf. 6142.7 - Physical Education and Activity)*

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6142.94 - History-Social Science Instruction)*

2. Use of effective, subject-specific teaching methods, strategies, and skills

3. Use of technologies to enhance instruction

*(cf. 0440 - District Technology Plan)*

*(cf. 4040 - Employee Use of Technology)*

*(cf. 6163.4 - Student Use of Technology)*

**STAFF DEVELOPMENT** (continued)

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students

*(cf. 4112.22 - Staff Teaching English Language Learners)*

*(cf. 4112.23 - Special Education Staff)*

*(cf. 5147 - Dropout Prevention)*

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6171 - Title I Programs)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6175 - Migrant Education Program)*

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

*(cf. 6178 - Career Technical Education)*

6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education

*(cf. 1240 - Volunteer Assistance)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 6020 - Parent Involvement)*

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution and hatred prevention

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6162.5 - Student Assessment)*

**STAFF DEVELOPMENT** (continued)

10. Knowledge of topics related to student health, safety, and welfare

- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 5030 - Student Wellness)*
- (cf. 5131.6 - Alcohol and Other Drugs)*
- (cf. 5131.63 - Steroids)*
- (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*
- (cf. 5141.4 - Child Abuse Prevention and Reporting)*
- (cf. 5141.52 - Suicide Prevention)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*

11. Knowledge of topics related to employee health, safety, and security

- (cf. 3514.1 - Hazardous Substances)*
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*
- (cf. 4119.42/4219.42/4319.42- Exposure Control Plan for Bloodborne Pathogens)*
- (cf. 4119.43/4219.43/4319.43 - Universal Precautions)*
- (cf. 4157/4257/4357 - Employee Safety)*
- (cf. 4158/4258/4358 - Employee Security)*

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

- (cf. 4112.2 - Certification)*
- (cf. 4112.21 - Interns)*
- (cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*
- (cf. 4131.1 - Teacher Support and Guidance)*

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

- (cf. 4115 - Evaluation/Supervision)*



**STAFF DEVELOPMENT** (continued)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

*(cf. 3100 - Budget)*

*(cf. 3350 - Travel Expenses)*

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

*(cf. 0500 - Accountability)*

*Legal Reference: (see next page)*

**STAFF DEVELOPMENT (continued)**

*Legal Reference:*

EDUCATION CODE

44032 *Travel expense payment*  
44259.5 *Standards for teacher preparation*  
44277 *Professional growth programs for individual teachers*  
44300 *Emergency permits*  
44325-44328 *District interns*  
44450-44468 *University internship program*  
44570-44578 *Inservice training, secondary education*  
44830.3 *District interns*  
45028 *Salary schedule and exceptions*  
48980 *Notification of parents/guardians; schedule of minimum days*  
52060-52077 *Local control and accountability plan*  
56240-56245 *Staff development; service to persons with disabilities*  
99200-99206 *Subject matter projects*

GOVERNMENT CODE

3543.2 *Scope of representation of employee organization*

CODE OF REGULATIONS, TITLE 5

13025-13044 *Professional development and program improvement*  
80021 *Short-term staff permit*  
80021.1 *Provisional internship permit*  
80023-80026.6 *Emergency permits*

UNITED STATES CODE, TITLE 20

6319 *Highly qualified teachers*  
6601-6702 *Preparing, Training and Recruiting High Quality Teachers and Principals*

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

*United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085*

*Management Resources:*

CSBA PUBLICATIONS

*Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

*California Standards for the Teaching Profession, 2009*

WEB SITES

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

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmpp.ucop.edu>

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

## All Personnel

AR 4161.8(a)  
4261.8  
4361.8

## FAMILY CARE AND MEDICAL LEAVE

The district shall not deny any eligible employee his/her right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) or restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to 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 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 has 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 a woman who, in the opinion of her health care provider, is: (2 CCR 11035)

1. 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 to other persons
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

**FAMILY CARE AND MEDICAL LEAVE** (continued)

*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; 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 due to pregnancy or for prenatal care under FMLA
  - 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, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **Eligibility**

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 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 (baby bonding)
2. To care for the employee's child, parent, or 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 is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any female employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

### **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 be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

AR 4161.8(d)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

In addition, for each pregnancy, any female employee who is disabled by pregnancy, childbirth, or other related condition 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)

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. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

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 need to be taken in one continuous period of time. (2 CCR 11090; 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 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2; 2 CCR 11088; 29 USC 2612)

### **Use/Substitution of Paid Leave**

An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2; 2 CCR 11044; 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)*

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **Intermittent Leave/Reduced Work or Leave Schedule**

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or 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 shall 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, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth or 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 a 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 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)

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

### **Request for Leave**

The district shall consider an employee's request for 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, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, 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)

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)

AR 4161.8(f)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

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 such designation to the employee. Failure of an employee to respond to permissible inquiries 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; 29 CFR 825.300)

When an employee is able to foresee the need for the PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. 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, 11091)

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, 11091)

### **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; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 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, or spouse with a serious health condition, both of the following:
  - a. Statement that the serious health condition warrants the participation of 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

- b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or 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

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 leave 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 certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

## **FAMILY CARE AND MEDICAL LEAVE** (continued)

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)

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)

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; 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 the California Genetic Information Nondiscrimination Act of 2011.

### **Release to Return to Work**

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.

### **Rights to Reinstatement**

Upon granting an employee's request for PDL or FMLA/CFRA 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, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

AR4161.8(i)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE** (continued)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of 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)

### **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; 29 USC 2614)

For up to a maximum of four months for PDL and 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 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

## **FAMILY CARE AND MEDICAL LEAVE** (continued)

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 would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion 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, 11092)

### **Military Family Leave Resulting from Qualifying Exigencies**

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 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 an 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)

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

AR4161.8(k)  
4261.8  
4361.8

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

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 leave for qualifying exigencies 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)

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 the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, 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)

**FAMILY CARE AND MEDICAL LEAVE** (continued)

*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)

*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:

AR4161.8(m)  
4261.8  
4361.8

**FAMILY CARE AND MEDICAL LEAVE** (continued)

- 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 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 regarding state and federal law related to PDL or FMLA/CFRA leave:

**FAMILY CARE AND MEDICAL LEAVE** (continued)

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; 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 requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

*(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; 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 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
  - 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 use paid leave, whether the district will require use of paid leave, conditions related to any 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



**FAMILY CARE AND MEDICAL LEAVE** (continued)

- e. The 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 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 used during an otherwise 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 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)

## **FAMILY CARE AND MEDICAL LEAVE (continued)**

### **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:*

##### 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*

12946 *Fair Employment and Housing Act: discrimination prohibited*

##### CODE OF REGULATIONS, TITLE 2

11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions*

11087-11098 *California Family Rights Act*

##### 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

*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 and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Regulation  
approved:

RIVER DELTA UNIFIED SCHOOL DISTRICT  
Draft October 13, 2015

**STAFF DEVELOPMENT**

The Governing Board recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain as appropriate in order to meet changing conditions in the district, and/or enhance personal growth.

*(cf. 3100 - Budget)*  
*(cf. 3350 - Travel Expenses)*  
*(cf. 4200 - Classified Personnel)*  
*(cf. 4261.3 - Professional Leaves)*

The Superintendent or designee shall involve classified staff, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district goals, school improvement objectives, the local control and accountability plan, and other district and school plans.

*(cf. 0000 - Vision)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.3 - Title I Program Improvement Districts)*

Staff development may address general workplace skills and/or skills and knowledge specific to the duties of each classified position, including, but not limited to, the following topics: (Education Code 45391)

1. Student learning and achievement
  - a. How paraprofessionals can assist teachers and administrators to improve the academic achievement of students
  - b. Alignment of curriculum and instructional materials with Common Core State Standards
  - c. The management and use of state and local student data to improve student learning
  - d. Best practices in appropriate interventions and assistance to at-risk students

*(cf. 4222 - Teacher Aides/Paraprofessionals)*  
*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 5123 - Promotion/Acceleration/Retention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6143 - Courses of Study)*

**STAFF DEVELOPMENT (continued)**

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6162.51 - State Academic Achievement Tests)*

**2. Student and campus safety**

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 3515.3 - District Police/Security Department)*  
*(cf. 3515.5 - Sex Offender Notification)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*  
*(cf. 4157/4257/4357 - Employee Safety)*  
*(cf. 4158/4258/4358 - Employee Security)*  
*(cf. 5131 - Conduct)*  
*(cf. 5131.2 - Bullying)*  
*(cf. 5137 - Positive School Climate)*  
*(cf. 5138 - Conflict Resolution/Peer Mediation)*  
*(cf. 5145.9 - Hate-Motivated Behavior)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

**3. Education technology, including management strategies and best practices regarding the use of education technology to improve student performance**

*(cf. 0440 - District Technology Plan)*  
*(cf. 4040 - Employee Use of Technology)*  
*(cf. 6163.4 - Student Use of Technology)*

**4. School facility maintenance and operations, including best practices in the operation and maintenance of school facilities, such as green technology and energy efficiency, that help reduce the use and cost of energy at school sites**

*(cf. 3510 - Green School Operations)*  
*(cf. 3511- Energy and Water Management)*

**5. Special education, including best practices to meet the needs of special education students and to comply with any new state and federal mandates**

*(cf. 6159 - Individualized Education Program)*  
*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*  
*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

**6. School transportation and bus safety**

*(cf. 3540 - Transportation)*  
*(cf. 3541- Transportation for School-Related Trips)*  
*(cf. 3541.2 - Transportation for Students with Disabilities)*  
*(cf. 3542 - Bus Drivers)*  
*(cf. 3543 - Transportation Safety and Emergencies)*

**STAFF DEVELOPMENT** (continued)

7. Parent involvement, including ways to increase parent involvement at school sites

*(cf. 1240 - Volunteer Assistance)*

*(cf. 6020 - Parent Involvement)*

8. Food service, including food preparation to provide nutritional meals, food safety, and food management

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

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

*(cf. 3555 - Nutrition Program Compliance)*

*(cf. 5030 - Student Wellness)*

9. Health, counseling, and nursing services

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.24 - Specialized Health Care Services)*

*(cf. 5141.26 - Tuberculosis Testing)*

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

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.52 - Suicide Prevention)*

*(cf. 5141.6 - School Health Services)*

*(cf. 6164.2 - Guidance/Counseling Services)*

10. Environmental safety, including pesticides and other possibly toxic substances so that they may be safely used at school sites

*(cf. 3514 - Environmental Safety)*

*(cf. 3514.1 - Hazardous Substances)*

*(cf. 3514.2 - Integrated Pest Management)*

*(cf. 6161.3 - Toxic Art Supplies)*

For classroom instructional aides or other classified staff involved in direct instruction of students, staff development activities may also include academic content of the core curriculum, teaching strategies, classroom management, or other training designed to improve student performance, conflict resolution, and relationships among students. Such professional learning opportunities shall be evaluated based on criteria specified in Education Code 44277 and BP 4131 - Staff Development.

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

*(cf. 4215 - Evaluation/Supervision)*

**STAFF DEVELOPMENT** (continued)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program.

(cf. 0500 - Accountability)

*Legal Reference:*

EDUCATION CODE

44277 Professional growth programs for individual teachers

44032 Travel expense payment

45380-45387 Retraining and study leave (classified employees)

45390-45392 Professional development for classified school employees

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

*Management Resources:*

WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

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

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT**

Written report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

*(cf. 6020 - Parent Involvement)*

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

*(cf. 5123 - Promotion/Acceleration/Retention)*

For each student in grades 9-12, the Superintendent or designee shall maintain a transcript recording the courses taken, the term that each course was taken, credits earned, final grades, and date of graduation.

*(cf. 5125 - Student Records)*

*(cf. 6146.1 - High School Graduation Requirements)*

**Grades for Achievement**

For elementary students' level of progress shall be reported as follows:

- 1 Standard not met
- 2 Standard nearly met
- 3 Standard met
- 4 Standard exceeded

For middle and high school, grades for achievement shall be reported for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or No Achievement	0 grade points
I		Incomplete	0 grade points

An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Because of the more rigorous nature of Advanced Placement, students receiving a grade of A, B, or C in those courses shall receive extra grade weighting as follows:

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT** (continued)

A	(90-100%)	Outstanding Achievement	5.0 grade points
B	(80-89%)	Above Average Achievement	4.0 grade points
C	(70-79%)	Average Achievement	3.0 grade points

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

**Grades for Physical Education**

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

*(cf. 6142.7 - Physical Education and Activity)*

Student performance in high school physical education courses shall be based upon evaluation of the student's individual progress, attainment of goals in each instructional area, tests designed to determine skill and knowledge, and physical performance tests. (5 CCR 10060)

**Grades for College Courses**

When the district has approved a student to receive district credit for coursework completed at a community college or four-year college, he/she shall receive the same letter grade as is granted by the college.

**Grades for Citizenship, Study Skills, and Effort**

Grades for citizenship, study skills, and effort shall be reported as follows:

- O Outstanding
- S Satisfactory
- N Needs Improvement



**GRADES/EVALUATION OF STUDENT ACHIEVEMENT** (continued)**Pass/Fail Grading**

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of a letter grade.

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive a Fail grade shall not receive credit for taking the course.

**Peer Grading**

At their discretion, teachers may use peer grading of student tests, papers, and assignments as appropriate to reinforce lessons.

**Repeating Classes**

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course. The highest grade received shall be used in determining the student's overall grade point average (GPA).

**Withdrawal from Classes**

A student who drops a course during the first six weeks of the grading period may do so without any entry on his/her permanent record card. A student who drops a course after the first six weeks of the grading period may receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

**Effect of Absences on Grades**

Teachers who may choose to withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians of such a possibility at the beginning of the school year or semester. When a student reaches the number of unexcused absences defined as excessive in Board policy, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.

*(cf. 5113 - Absences and Excuses)*

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

**GRADES/EVALUATION OF STUDENT ACHIEVEMENT** (continued)

If a student receives a failing grade because of excessive unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent for any reason specified in Education Code 49069.5.

*(cf. 6173.1 - Education for Foster Youth)*

**Grade Point Average**

The Superintendent or designee shall calculate each student's GPA using the grade point assigned to each letter grade in accordance with the scale described in the section "Grades for Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed. Pass/Fail grades shall not be included in the determination of a student's GPA.

*(cf. 5126 - Awards for Achievement)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

When plus and minus designations are added to letter grades, they shall not be considered in determining GPA.

Each academic year, the Superintendent or designee shall provide to the Student Aid Commission the GPA of all district students in grade 12, except for students who have opted out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)

**BULLYING**

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

- (cf. 5131 - Conduct)*
- (cf. 5136 - Gangs)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*
- (cf. 5145.9 - Hate-Motivated Behavior)*

*Cyberbullying* includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

- (cf. 5145.2 - Freedom of Speech/Expression)*

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

- (cf. 0420 - School Plans/Site Councils)*
- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 0460 - Local Control and Accountability Plan)*
- (cf. 1220 - Citizen Advisory Committees)*
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*
- (cf. 6020 - Parent Involvement)*

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

- (cf. 1020 - Youth Services)*

**Bullying Prevention**

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a

**BULLYING** (continued)

positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

*(cf. 5137 - Positive School Climate)*

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

*(cf. 6142.8 - Comprehensive Health Education)*  
*(cf. 6142.94 - History-Social Science Instruction)*  
*(cf. 6163.4 - Student Use of Technology)*

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

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

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

**Intervention**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school

## **BULLYING** (continued)

support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

*(cf. 6164.2 - Guidance/Counseling Services)*

### **Reporting and Filing of Complaints**

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

### **Investigation and Resolution of Complaints**

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

**BULLYING** (continued)

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

**Discipline**

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

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

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

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

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

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

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

*Legal Reference: (see next page)*

**BULLYING** (continued)

*Legal Reference:*

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

32282 *Comprehensive safety plan*

32283.5 *Bullying; online training*

35181 *Governing board policy on responsibilities of students*

35291-35291.5 *Rules*

48900-48925 *Suspension or expulsion*

48985 *Translation of notices*

52060-52077 *Local control and accountability plan*

PENAL CODE

422.55 *Definition of hate crime*

647 *Use of camera or other instrument to invade person's privacy; misdemeanor*

647.7 *Use of camera or other instrument to invade person's privacy; punishment*

653.2 *Electronic communication devices, threats to safety*

CODE OF REGULATIONS, TITLE 5

4600-4687 *Uniform complaint procedures*

UNITED STATES CODE, TITLE 47

254 *Universal service discounts (e-rate)*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 *Nondiscrimination on basis of disability; complaints*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 *Designation of responsible employee for Section 504*

106.8 *Designation of responsible employee for Title IX*

110.25 *Notification of nondiscrimination on the basis of age*

COURT DECISIONS

*Wynar v. Douglas County School District*, (2013) 728 F.3d 1062

*J.C. v. Beverly Hills Unified School District*, (2010) 711 F.Supp.2d 1094

*Lavine v. Blaine School District*, (2002) 279 F.3d 719

*Management Resources: (see next page)*

**BULLYING** (continued)

*Management Resources:*

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014  
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

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

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

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

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

Common Sense Media: <http://www.commonsensemedia.org>

National School Safety Center: <http://www.schoolsafety.us>

ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>

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



**BEFORE/AFTER SCHOOL PROGRAMS**

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program and provide safe alternatives for students. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, its curriculum, and district and state academic standards.

- (cf. 0000 - Vision)*
- (cf. 0200 - Goals for the School District)*
- (cf. 5147 - Dropout Prevention)*
- (cf. 5148 - Child Care and Development)*
- (cf. 6011 - Academic Standards)*
- (cf. 6176 - Weekend/Saturday Classes)*
- (cf. 6177 - Summer Learning Programs)*
- (cf. 6179 - Supplemental Instruction)*

The district's program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

- (cf. 1020 - Youth Services)*
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*
- (cf. 1700 - Relations Between Private Industry and the Schools)*
- (cf. 6020 - Parent Involvement)*

The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities. (Education Code 8483.4)

- (cf. 1240 - Volunteer Assistance)*
- (cf. 4131 - Staff Development)*
- (cf. 4222 - Teacher Aides/Paraprofessionals)*
- (cf. 4231 - Staff Development)*
- (cf. 4331 - Staff Development)*

The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being.

- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 5030 - Student Wellness)*
- (cf. 5131.6 - Alcohol and Other Drugs)*
- (cf. 6142.7 - Physical Education and Activity)*

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

No fee shall be charged for participation in the program.

*(cf. 3260 - Fees and Charges)*

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

*(cf. 0500 - Accountability)*

Every three years, the program shall review its after-school program plan, including program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years. (Education Code 8482.3)

*(cf. 3580 - District Records)*

*Legal Reference: (see next page)*

**BEFORE/AFTER SCHOOL PROGRAMS (continued)**

*Legal Reference:*

EDUCATION CODE

8263 Eligibility and priorities for subsidized child development services  
8263.4 Enrollment of students ages 11-12 years  
8273.1 Family fees, exemptions  
8350-8359.1 Programs for CalWORKS recipients  
8360-8370 Personnel qualifications  
8420-8428 21st Century After-School Program for Teens  
8482-8484.65 After School Education and Safety Program  
8484.7-8484.9 21st Century Community Learning Centers  
8490-8490.7 Distinguished After School Health Recognition Program  
17264 New construction; accommodation of before- and after-school programs  
35021.3 After-school physical recreation instructors  
45125 Criminal record check  
45330 Paraprofessionals; instructional aides  
35340-45349 Paraprofessionals; instructional aides  
49024 Criminal background check; Activity Supervisor Clearance Certificate  
49430-49434 Nutrition standards  
49553 Free or reduced-price meals  
69530-69547.9 Cal Grant program  
UNITED STATES CODE, TITLE 20  
6314 Title I schoolwide programs  
6319 Program improvement  
7171-7176 21st Century Community Learning Centers  
UNITED STATES CODE, TITLE 42  
1766-1766a Child and Adult Care Food Program  
CODE OF FEDERAL REGULATIONS, TITLE 7  
226.17 Nutrition standards

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014

Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014

California After School Physical Activity Guidelines, 2009

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century Community Learning Centers, Nonregulatory Guidance, February 2003

WEB SITES

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

California Department of Education, Before and After School: <http://www.cde.ca.gov/ls/ba>

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

California School-Age Consortium: <http://calsac.org>

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

Partnership for Children and Youth: <http://partnerforchildren.org>

U.S. Department of Agriculture: <http://www.fns.usda.gov/cnd/care/afterschool.htm>

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

**BEFORE/AFTER SCHOOL PROGRAMS**

**Grades K-9**

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program may serve students in grades K-9. (Education Code 8482.3, 8484.8)

Consistent with state funding priorities, the district shall, to the extent feasible, give priority to establishing ASES programs that serve students in schools with the highest percentage of students eligible for free and reduced-price meals.

*(cf. 3553 - Free and Reduced Price Meals)*

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs or serve a high percentage of students from low-income families. (Education Code 8484.8; 20 USC 7173)

*(cf. 6171 - Title I Programs)*

Consistent with federal funding priorities, the district shall, to the extent feasible, give priority to establishing 21st CCLC programs in schools that are identified for program improvement under 20 USC 6316 and/or programs that will provide year-round expanded learning opportunities.

*(cf. 0520.2 - Title I Program Improvement Schools)*

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6142.93 - Science Instruction)*

*(cf. 6154 - Homework/Makeup Work)*

*(cf. 6163.4 - Student Use of Technology)*

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.62 - Tobacco)*  
*(cf. 6142.6 - Visual and Performing Arts)*  
*(cf. 6142.7 - Physical Education and Activity)*  
*(cf. 6178 - Career Technical Education)*

2. Nutrition

- a. If snacks or meals are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 3554 - Other Food Sales)*  
*(cf. 5030 - Student Wellness)*

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. A significant barrier includes either of the following: (Education Code 8482.8)
  - (1) Fewer than 20 students participating in the program component
  - (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

*(cf. 3540 - Transportation)*

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4; 20 USC 6319)

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

- (1) Priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- (2) Priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

*(cf. 6179 - Supplemental Instruction)*

- (3) Any remaining capacity shall be filled by students selected at random.
- (4) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

**Volunteers**

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

**Reports**

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis
2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

*(cf. 0500 - Accountability)*



**PRESCHOOL/EARLY CHILDHOOD EDUCATION**

The Governing Board recognizes that high-quality preschool experiences help children ages 3-4 years to develop knowledge, skills, abilities, and attributes necessary for a successful transition into the elementary education program. Early education programs should provide developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment.

**Collaboration with Community Programs**

The Superintendent or designee shall collaborate with the local child care and development planning council, other public agencies, organizations, the county office of education, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

*(cf. 5148 - Child Care and Development)*

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

**District Preschool Programs**

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools.

The Board shall approve for the district's preschool program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 6171 - Title I Programs)*

On a case-by-case basis, the Board shall determine whether the district shall directly administer a preschool program or contract with a public or private provider to offer such a program.

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

Facilities for preschool classrooms shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

*(cf. 1330.1 - Joint Use Agreements)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7210 - Facilities Financing)*

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 6020 - Parent Involvement)*

The Superintendent or designee shall coordinate planning efforts for the district's preschool program, transitional kindergarten program, and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

*(cf. 6011 - Academic Standards)*

*(cf. 6170.1 - Transitional Kindergarten)*

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by the CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall provide appropriate services to support the needs of English learners and children with disabilities.

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

*(cf. 6174 - Education for English Language Learners)*

The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

*(cf. 1240 - Volunteer Assistance)*

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

*(cf. 3550 - Food Services/Child Nutrition Program)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5141.31 - Immunizations)*  
*(cf. 5141.32 - Health Screening for School Entry)*  
*(cf. 5141.6 - School Health Services)*

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

*(cf. 4112.2 - Certification)*  
*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*  
*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4222 - Teacher Aides/Paraprofessionals)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's part-day preschool program is offered.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The Superintendent or designee shall regularly report to the Board regarding enrollments in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

*(cf. 0500 - Accountability)*

*Legal Reference: (see next page)*

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

*Legal Reference:*

EDUCATION CODE

8200-8499.10 *Child Care and Development Services Act, especially:*  
8200-8209 *General provisions for child care and development services*  
8230-8233 *Migrant child care and development program*  
8235-8239 *California State Preschool Program*  
8240-8244 *General child care and development programs*  
8250-8252 *Programs for children with special needs*  
8263 *Eligibility and priorities for subsidized child development services*  
8263.3 *Disenrollment of families due to reduced funding levels*  
8300-8303 *Early Learning Quality Improvement System Advisory Committee*  
8360-8370 *Personnel qualifications*  
8400-8409 *Contracts*  
8493-8498 *Facilities*  
8499.3-8499.7 *Local child care and development planning councils*  
48000 *Transitional kindergarten*

HEALTH AND SAFETY CODE

1596.70-1596.895 *California Child Day Care Act*  
1596.90-1597.21 *Day care centers*  
120325-120380 *Immunization requirements*

CODE OF REGULATIONS, TITLE 5

18000-18434 *Child care and development programs, especially:*  
18130-18136 *California State Preschool Program*  
18295 *Waiver of qualifications for site supervisor*  
80105-80125 *Permits authorizing service in child development programs*

UNITED STATES CODE, TITLE 20

6311-6322 *Title I, relative to preschool*  
6319 *Qualifications for teachers and paraprofessionals*  
6371-6376 *Early Reading First*  
6381-6381k *Even Start family literacy programs*  
6391-6399 *Education of migratory children*

UNITED STATES CODE, TITLE 42

9831-9852 *Head Start programs*  
9858-9858q *Child Care and Development Block Grant*

CODE OF FEDERAL REGULATIONS, TITLE 22

101151-101239.2 *General requirements, licensed child care centers, including:*  
101151-101163 *Licensing and application procedures*

*Legal Reference continued: (see next page)*

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

*Legal Reference: (continued)*

CODE OF FEDERAL REGULATIONS, TITLE 22 (continued)

101212-101231 *Continuing requirements*

101237-101239.2 *Facilities and equipment*

OF FEDERAL REGULATIONS, TITLE 45

1301-1310 *Head Start*

*Management Resources:*

CSBA PUBLICATIONS

*Expanding Access to High-Quality Preschool Programs, 2008*

*California Preschool Learning Foundations*

14-02 *Enrolling and Reporting Children in California State Preschool Programs, April 2014*

12-08 *Disenrollment Due to 2012-13 Budget Reduction for California State Preschool Programs,*

*Management Bulletin, July 2012*

*Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality*

*Improvement System Advisory Committee, 2010*

*Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning,*  
*2nd ed., 2009*

*Prekindergarten Learning Development Guidelines, 2000*

*First Class: A Guide for Early Primary Education, 1999*

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Good Start, Grow Smart, April 2002*

WEB SITES

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

California Association for the Education of Young Children: <http://www.caeyc.org>

California Children and Families Commission: <http://www.cafc.ca.gov>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

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

California Head Start Association: <http://caheadstart.org>

California Preschool Instructional Network: <http://www.cpin.us>

Child Development Policy Institute: <http://www.cdpi.net>

Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>

First 5 Association of California: <http://www.f5ac.org>

National Institute for Early Education Research: <http://nieer.org>

National School Boards Association: <http://www.nsba.org>

Preschool California: <http://www.preschoolcalifornia.org>

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

**PRESCHOOL/EARLY CHILDHOOD EDUCATION**

When approved by the California Department of Education (CDE) under the California State Preschool Program, the district may operate one or more part-day preschool programs in accordance with law and the terms of its contract with the CDE.

*(cf. 5148 - Child Care and Development)*

The district's preschool program shall include all required program components, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development, for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation. (5 CCR 18271-28281)

**Minimum Hours/Days of Operation**

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8235; 5 CCR 18136)

**Staffing Ratios**

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. If the district cannot recruit a sufficient number of parents/guardians or volunteers to meet the required adult-child ratio, teacher aides shall be hired as necessary. (5 CCR 18135, 18290)

*(cf. 1240 - Volunteer Assistance)*

*(cf. 6020 - Parent Involvement)*

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

**Eligibility and Enrollment**

Children eligible for the district's preschool program include those who will have their third or fourth birthday on or before September 1 of the fiscal year that they are being served. (Education Code 8208, 8235, 8236)

When a child is eligible for both the preschool program and the district's transitional kindergarten program, the family may choose the most appropriate program for the child. In accordance with the enrollment priorities described below, the child may be enrolled in both programs provided that the child is not enrolled in both programs for the same time period on the same day.

*(cf. 5111 - Admission)*

*(cf. 6170.1 - Transitional Kindergarten)*

Eligibility for subsidized preschool shall be as follows:

1. Children shall be eligible for subsidized preschool services if their family is a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being, or at risk of being, abused, neglected, or exploited. (Education Code 8235, 8263, 8263.1; 5 CCR 18131, 18134)
2. Children shall be eligible for subsidized wraparound preschool and child care services if their family meets at least one of the criteria specified in item #1 above or needs child care services due to either of the following circumstances: (Education Code 8239, 8263)
  - a. The child is identified by a legal, medical, or social services agency or emergency shelter as a recipient of protective services or as being, or at risk of being, neglected, abused, or exploited.
  - b. The parents/guardians are engaged in vocational training leading directly to a recognized trade, paraprofession, or profession; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

**PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)

First priority for enrollment in a preschool program shall be given to neglected or abused children age 3 or 4 years who are recipients of child protective services or who, based upon written referral from a legal, medical, or social service agency, are at risk of being neglected, abused, or exploited. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8236; 5 CCR 18131)

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

After all children with first priority are enrolled, the district shall give second priority to eligible children age 4 years who are not enrolled in a transitional kindergarten program prior to enrolling eligible children age 3 years. (Education Code 8236)

After enrolling all eligible children who meet the criteria for subsidized services, up to 10 percent of the program's enrollment, calculated throughout the entire contract, may be filled with children who exceed the age limitations and children whose family income is no more than 15 percent above the income eligibility threshold. (Education Code 8235; 5 CCR 18133)

The district may certify eligibility and enrollment up to 120 calendar days prior to the first day of the beginning of the preschool year. After establishing eligibility at the time of initial enrollment, a child shall remain eligible for the remainder of the program year. (Education Code 8237; 5 CCR 18082)

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

*(cf. 5145.6 - Parental Notifications)*

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing



**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

3. An indication by the parent/guardian that he/she no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file containing a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18130, 18133, 18081, 18084)

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

**Fees and Charges**

Fees for participation in the district's preschool program shall be assessed and collected in accordance with the fee schedule established by the Superintendent of Public Instruction. (Education Code 8273, 8273.2; 5 CCR 18078)

*(cf. 3260 - Fees and Charges)*

However, no fee shall be charged to an income-eligible family whose child is enrolled in a part-day preschool program, a family that is receiving CalWORKs cash aid, or a family that is otherwise exempted pursuant to Education Code 8273.1. (Education Code 8273.1; 5 CCR 18110)

In addition, any family qualifying for subsidized preschool on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that services continue to be necessary, may be exempt from these fees for up to 12 months. Any family whose child is receiving subsidized preschool on the basis of being at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months, unless the family becomes eligible based on receipt of child protective services or certification of need by a county child welfare agency. The cumulative period of exemption for these purposes shall not exceed 12 months. (Education Code 8273.1)

**PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)

The Superintendent or designee shall establish a process which involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

**Disenrollment**

When necessary due to a reduction in state reimbursements, families shall be disenrolled in the following order: (Education Code 8236, 8263.3)

1. Children age 3 years whose families have the highest income in relation to family size shall be disenrolled first, followed by children age 4 years whose families have the highest income in relation to family size.

At each age level, if two or more families have the same income ranking, the child with disabilities shall be disenrolled last. If there are no families that have a child with disabilities, the child who has received services the longest shall be disenrolled first.

2. Families of children age 3 or 4 years who are receiving child protective services or who have been documented to be at risk of being neglected, abused, or exploited, regardless of income, shall be disenrolled last.

**STUDENT USE OF TECHNOLOGY**

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

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

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

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

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

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

*(cf. 6162.6 - Use of Copyrighted Materials)*

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of

## **STUDENT USE OF TECHNOLOGY** (continued)

privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

*(cf. 5145.12 - Search and Seizure)*

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

*(cf. 5125 - Student Records)*

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

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

*(cf. 5144 - Discipline)*

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

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

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

### **Internet Safety**

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

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

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

**STUDENT USE OF TECHNOLOGY** (continued)

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

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

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

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

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

*Legal Reference: (see next page)*

## STUDENT USE OF TECHNOLOGY (continued)

### *Legal Reference:*

#### EDUCATION CODE

49073.6 *Student records; social media*

51006 *Computer education and resources*

51007 *Programs to strengthen technological skills*

60044 *Prohibited instructional materials*

#### PENAL CODE

313 *Harmful matter*

502 *Computer crimes, remedies*

632 *Eavesdropping on or recording confidential communications*

653.2 *Electronic communication devices, threats to safety*

#### UNITED STATES CODE, TITLE 15

6501-6506 *Children's Online Privacy Protection Act*

#### UNITED STATES CODE, TITLE 20

6751-6777 *Enhancing Education Through Technology Act, Title II, Part D, especially:*

6777 *Internet safety*

#### UNITED STATES CODE, TITLE 47

254 *Universal service discounts (E-rate)*

#### CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 *Children's Online Privacy Protection Act*

#### CODE OF FEDERAL REGULATIONS, TITLE 47

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

#### COURT DECISIONS

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

### *Management Resources:*

#### CSBA PUBLICATIONS

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

#### FEDERAL TRADE COMMISSION PUBLICATIONS

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

#### WEB SITES

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

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

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

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

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

Federal Trade Commission, Children's Online Privacy Protection:

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

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

**STUDENT USE OF TECHNOLOGY**

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

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

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

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

**Definitions**

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

**Student Obligations and Responsibilities**

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

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

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

**STUDENT USE OF TECHNOLOGY** (continued)

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

**Privacy**

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

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

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

**Personally Owned Devices**

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

**Reporting**

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



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

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

**Student Acknowledgment**

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

Name: \_\_\_\_\_ Grade: \_\_\_\_\_  
(Please print)

School: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent or Legal Guardian Acknowledgment**

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

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

Signature: \_\_\_\_\_

**ORGANIZATION**

**Annual Organizational Meeting**

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

*(cf. 9140 - Board Representatives)*

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9230 - Orientation)*

*(cf. 9240 - Board Development)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9323 - Meeting Conduct)*

**ORGANIZATION** (continued)

**Election of Officers**

The Board shall each year elect its entire slate of officers.

*(cf. 9224 - Oath or Affirmation)*

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

*Legal Reference:*

EDUCATION CODE

5017 *Term of office*

35143 *Annual organizational meeting date, and notice*

35145 *Public meetings*

GOVERNMENT CODE

54953 *Meetings to be open and public; attendance*

ATTORNEY GENERAL OPINIONS

68 *Ops.Cal.Atty.Gen. 65 (1985)*

59 *Ops.Cal.Atty.Gen. 619, 621-622 (1976)*

Bylaw  
adopted:

RIVER DELTA UNIFIED SCHOOL DISTRICT  
Draft October 13, 2015

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments:   X  

From: Don Beno, Superintendent

Item Number:   13  

Action:   X  

**SUBJECT** Request to the final reading of miscellaneous updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions

Consent Action:         
Information Only:       

**Background:**

Changes in legislation and amendments to laws lead to necessary or mandated changes in District policies, regulations and exhibits.

**Status:**

Attached are miscellaneous updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions

**Presenter** Don Beno

**Other People Who Might Be Present** Jennifer Gaston, Recorder

**Cost &/or Funding Sources**

**Recommendation:**

That the Board approves the *final reading* of these miscellaneous updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions.

Time:        3 mins.

**TRANSITIONAL KINDERGARTEN**

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

**Eligibility**

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

*(cf. 5111 - Admission)*  
*(cf. 5111.1 - District Residency)*  
*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.31 - Immunizations)*  
*(cf. 5141.32 - Health Screening for School Entry)*

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

The district may admit into the TK program a child whose fifth birthday is after December 2, provided that the child is admitted during the school year on or after his/her fifth birthday and the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance.

## **TRANSITIONAL KINDERGARTEN (continued)**

### **Curriculum and Instruction**

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

*(cf. 5148.3 - Preschool/Early Childhood Education)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6174 - Education for English Language Learners)*

The Board shall fix the length of the school day in the district's TK program, which shall be at least three hours but not exceed the length of the regular kindergarten day.

*(cf. 6111 - School Calendar)*  
*(cf. 6112 - School Day)*

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

### **Staffing**

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

*(cf. 4112.2 - Certification)*

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

*(cf. 4131 - Staff Development)*

### **Continuation to Kindergarten**

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

**TRANSITIONAL KINDERGARTEN** (continued)

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

*(cf. 5123 - Promotion/Acceleration/Retention)*

**Assessment**

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

*(cf. 0500 - Accountability)*

*(cf. 6162.5 - Student Assessment)*

*Legal Reference: (see next page)*

**TRANSITIONAL KINDERGARTEN (continued)**

*Legal Reference:*

EDUCATION CODE

- 8973 *Extended-day kindergarten*
- 37202 *School calendar; equivalency of instructional minutes*
- 44258.9 *Assignment monitoring by county superintendent of schools*
- 46111 *Kindergarten, hours of attendance*
- 46114-46119 *Minimum school day, kindergarten*
- 46300 *Computation of ADA, inclusion of kindergarten and transitional kindergarten*
- 48000 *Age of admission, kindergarten and transitional kindergarten*
- 48002 *Evidence of minimum age required to enter kindergarten or first grade*
- 48200 *Compulsory education, starting at age six*

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

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

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

California Kindergarten Association: <http://www.ckanet.org>

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

Transitional Kindergarten California: <http://www.tkcalifornia.org>



**USE OF SCHOOL FACILITIES**

**Application for Use of Facilities**

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

**Civic Center Use**

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

*(cf. 1020 - Youth Services)*

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

## USE OF SCHOOL FACILITIES (continued)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

*A veterans' organization* means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

### Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

However, the Superintendent or designee may approve the use of district facilities for special events that may involve the acquisition, possession, use, or consumption of alcoholic beverages when the event is covered by a special events permit pursuant to Division 9 of the Business and Professions Code and will occur at a time when students are generally not on the school grounds. (Business and Professions Code 25608)

Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

**USE OF SCHOOL FACILITIES** (continued)

**Damage and Liability**

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

The Governing Board intends to provide English learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible while facilitating student achievement in the district's regular course of study.

The district shall identify in its local control and accountability plan (LCAP) specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

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

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6171 - Title I Programs)*

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

*(cf. 4112.22 - Staff Teaching English Language Learners)*

The Superintendent or designee shall provide to teachers, administrators, and other school staff research-based professional development that is designed to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. (20 USC 6825)

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

The Superintendent or designee shall encourage parent/guardian and community involvement in the development, implementation, and evaluation of English language development programs. In addition, to support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS** (continued)

### **Identification and Assessment**

The Superintendent or designee shall maintain procedures which provide for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with allowable testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

*(cf. 6152.51 - State Academic Achievement Tests)*

### **Placement of English Learners**

Students who are English learners shall be educated through "structured English immersion" (also known as "sheltered English immersion"), as defined in law and the accompanying administrative regulation, for a temporary transition period not normally intended to exceed one year. Nearly all of the classroom instruction in the district's structured English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305-306)

"Nearly all," for the purpose of determining the amount of instruction to be conducted in English, means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

When an English learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education, any district assessments, and/or other criteria adopted by the Board, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is overwhelmingly in English. (Education Code 305-306; 5 CCR 11301)

*(cf. 6162.5 - Student Assessment)*

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS** (continued)

An English learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:

Overall English language proficiency of 3, 4, or 5 on CELDT. (RDUSD Master Plan for English Learners)

At any time during the school year, the parent/guardian of an English learner may have his/her child moved into an English language mainstream program. (5 CCR 11301)

### **Parental Exception Waivers**

When allowed by law, the parent/guardian of an English learner may submit a request that his/her child be exempted from placement in a structured English immersion program and instead be placed in a class where he/she is taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. (Education Code 310-311)

Each waiver request shall be considered on its individual merits with deference given to the parent/guardian's preference for student placement.

A waiver request shall be granted in accordance with law unless the principal and educational staff have determined that an alternative program would not be better suited to the student's overall educational development. (5 CCR 11309)

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.

### **Program Evaluation**

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS** (continued)

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Progress toward any other goals for English learners identified in the district's LCAP
6. A comparison of current data with data from at least the previous year.

The Superintendent or designee also shall provide the Board with regular reports from any district or schoolwide English learner advisory committees.

*Legal Reference:*

EDUCATION CODE

300-340 *English language education*

430-446 *English Learner and Immigrant Pupil Federal Conformity Act*

33050 *State Board of Education waiver authority*

42238.02-42238.03 *Local control funding formula*

44253.1-44253.11 *Qualifications for teaching English learners*

48985 *Notices to parents in language other than English*

52052 *Academic Performance Index; numerically significant student subgroups*

52060-52077 *Local control and accountability plan*

52130-52135 *Impacted Languages Act of 1984*

52160-52178 *Bilingual Bicultural Act*

60200.7 *Suspension of state instructional materials adoptions*

60605.87 *Supplemental instructional materials, English language development*

60640 *California Assessment of Student Performance and Progress*

60810-60812 *Assessment of language development*

62005.5 *Continuation of advisory committee after program sunsets*

CODE OF REGULATIONS, TITLE 5

853.5-853.7 *Test administration; universal tools, designated supports, and accommodations*

11300-11316 *English learner education*

11510-11517 *California English Language Development Test*

UNITED STATES CODE, TITLE 20

1701-1705 *Equal Educational Opportunities Act*

6312 *Local education agency plans*

6801-6871 *Title III, Language instruction for limited English proficient and immigrant students*

7012 *Parental notification*

*Legal Reference continued: (see next page)*

**EDUCATION FOR ENGLISH LANGUAGE LEARNERS** (continued)

*Legal Reference continued:*

COURT DECISIONS

*Valeria G. v. Wilson*, (2002) 307 F.3d 1036

*California Teachers Association v. State Board of Education et al.*, (9th Circuit, 2001) 271 F.3d 1141

*McLaughlin v. State Board of Education*, (1999) 75 Cal.App.4th 196

*Teresa P. et al v. Berkeley Unified School District et al.*, (1989) 724 F.Supp. 698

ATTORNEY GENERAL OPINIONS

83 *Ops.Cal.Atty.Gen.* 40 (2000)

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014*

*California English Language Development Test (CELDT): 2013-14 CELDT Information Guide, 2013*

*English Language Arts/English Language Development Framework for California Public Schools:*

*Transitional Kindergarten Through Grade Twelve, 2014*

*English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012*

*Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments*

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

*Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007*

WEB SITES

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

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



**EDUCATION FOR ENGLISH LANGUAGE LEARNERS****Definitions**

English learner, also known as a limited English proficient student, means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Structured English immersion (also known as "sheltered English immersion") means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

**Identification and Assessments**

Upon enrollment in the district, each student's primary language shall be determined through use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.7. Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability shall be allowed to

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP. (5 CCR 11516-11516.7)

(cf. 6152.51 - State Academic Achievement Tests)

(cf. 6159 - Individualized Education Program)

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

Parental Notifications

The Superintendent or designee shall provide the following written notifications to parents/guardians of English learners:

1. Assessment Notification: The district shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

2. Placement Notification: At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)

3. Title III Notifications: Each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 7012)

a. The reason for the student's classification as an English learner

b. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

c. A description of the program for English language development instruction, including a description of all of the following:

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

(1)The manner in which the program will meet the educational strengths and needs of the student

(2)The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards

(3)The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable

(4)Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

d.Information regarding a parent/guardian's option to decline to allow the student to be enrolled in the program or to choose to allow the student to be enrolled in an alternative program

e.Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

4. Annual Measurable Objectives Notification: If the district fails to make progress on the annual measurable achievement objectives for English learners established pursuant to 20 USC 6842, the Superintendent or designee shall, within 30 days after such failure occurs, send a notification regarding such failure to the parents/guardians of each student identified for participation in a language instruction educational program supported by Title III funds. (20 USC 7012)

Parental Exception Waivers

A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists: (Education Code 310-311)

1.The student already possesses sufficient English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth-grade average, whichever is lower.

2.The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.

Upon request for a waiver, the Superintendent or designee shall provide parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the Superintendent pursuant to any guidelines established by the Governing Board. (Education Code 310, 311; 5 CCR 11309)

The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (Education Code 311; 5 CCR 11309)

When evaluating waiver requests pursuant to item #1 above and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include district standards and assessment and teacher evaluations of such students.

Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)

Parental exception waivers pursuant to item #3 above shall be granted by the Superintendent if it is the informed belief of the principal and educational staff that, due to the student's

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)

All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

Any individual school in which 20 or more students of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered. (Education Code 310)

In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)

Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

The following measures shall be used to determine whether an English learner shall be reclassified as fluent English proficient: (Education Code 313; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Advisory Committee

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures
7. Review of and comment on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: November 10, 2015

Attachments:  X

From: Don Beno

Item Number: 14

**SUBJECT**

Request the approval of the proposed District-wide Calendar for the 2016-2017 school year.

Action:  X

Consent Action: \_\_\_\_\_

Information Only: \_\_\_\_\_

**Background:**

The attached draft calendar has been approved by union and administrative staff.

**Status:**

**Presenter:** Don Beno

**Other People Who Might Be Present:** Staff

**Cost &/or Funding Sources**

**Recommendation:**

That the Board approves the proposed District-wide calendar for 2016-2017 school year.

Time: 5 mins.



## 2016-2017 RIVER DELTA UNIFIED SCHOOL DISTRICT CALENDAR

MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					#
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
JULY					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	
AUGUST	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			16
SEPTEMBER				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	21
OCTOBER	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					20
NOVEMBER		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30			16
DECEMBER				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	12
JANUARY	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				16
FEBRUARY			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28				18
MARCH			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	23
APRIL	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						14
MAY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			22
JUNE				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	2

**TOTAL DAYS**

**TOTAL STUDENT DAYS**

**180**

- = Non Student Days/Recess
- = Legal Holidays
- = Board Granted Holidays
- = Minimum Days
- = Teacher Pre-Service Days
- = Staff Development Days

SS = School Begins = August 10, 2016  
 SE = School Ends = June 2, 2017  
 P = Parent Conference Days = October 18, 20, 21, 2016  
 Non Student Day = October 24, 2016  
 Thanksgiving Break = November 21—25, 2016  
 Winter Break = December 19, 2016 —January 6, 2017  
 Spring Break = April 10— 17, 2017

Quarter	Days
Quarter 1 – Ends October 14, 20156	42
Quarter 2 – Ends December 16, 2016	43
Quarter 3 – Ends March 17, 2017	47
Quarter 4 – Ends June 2, 2017	48

**BOARD OF TRUSTEES**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

**Meeting Date:** November 10, 2015

Attachments:   x  

**From:** Don Beno, Superintendent

Item #:   15  

**SUBJECT:**

Action:   X  

Request to approve the job description and position for an Interpreter/Translator classified at Range 12 of the Classified Salary Schedule

Consent Action:           

Information Only:           

**Background & Status:**

The attached job description has been reviewed and approved by the CSEA and upon board approval will be posted.

**Presenter:** Don Beno, Superintendent

**Cost &/or Funding Sources (be specific)**

Supplement & Concentration Funding – Salaries, Benefits and employer contributions for Range 12 Step A - \$22,764.65. In the 2014-2015 fiscal year the district spend over \$30,000 in translations.

**Recommendation:**

That the Board approves the Interpreter/Translator classified job description position.

Time:        5 mins.

## **RIVER DELTA UNIFIED SCHOOL DISTRICT**

### **Administrative Services Interpreter/Translator - Spanish**

#### **DEFINITION**

This position requires an employee fluent in **both** English and Spanish. Such an employee shall be familiar with the Spanish cultural heritage of pupils and parents of limited-English proficiency (bilingual/bicultural). The services provided by this position assists the district in meeting the educational and personal needs of the Spanish speaking students/parents/community: translates educational/instructional materials; translates official district documents and varied district communications; provides interpretation services for parents at meetings; performs miscellaneous related duties as required; requires flexible work schedule (i.e., for day and evening meetings).

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Executive Assistant to the Superintendent.

**DUTIES** -- *Essential and other important responsibilities and duties may include, but are not limited to, the following:*

1. Translate official district documents, as well as varied district, department, and administrative site communications with high levels of accuracy utilizing established formats and templates, within time limits/priorities established, upon approval of the Superintendent, Director of Educational Services and/or Executive Assistant. (70%)
2. Provide interpretation services for parents upon their request or at the request of administrators, in a variety of settings, including meetings such as IEPs, and Board meetings, or individual conversations, upon approval of the Superintendent, Director of Educational Services and/or Executive Assistant. (30%)
3. Operate a computer and related software to input, output, update, and access a variety of records and information; generate documents as required.
4. Operate standard office equipment.
5. Establish and maintain effective communications and positive relationship with site and district administrators.
6. Respond to phone calls, emails, letters and other communications.
7. Copy documents; maintain files; lift light objects.
8. Perform related duties as assigned.

## **QUALIFICATIONS**

### **Demonstrated Knowledge of:**

Correct English usage, spelling, grammar, and punctuation.  
Correct Spanish usage, spelling, grammar and punctuation - bilingual.  
Cultural heritage of the specific ethnic group-Spanish - bicultural.  
Modern office procedures, methods and computer equipment.  
Use of related computer software programs necessary to complete job duties; word processing, data base, spread sheet and PowerPoint.  
Record keeping methods and procedures.  
Interpersonal skills using tact, patience and courtesy.

### **Demonstrated Ability to:**

Read, write and speak English and Spanish.  
Maintain effective Oral communication skills with good articulation, speech and language patterns in English and Spanish.  
Maintain effective written communication skills in English and Spanish.  
Follow oral and written instructions with a minimum of direction.  
Work with various interruptions.  
Work harmoniously with students and staff and the public.  
Work confidentially with discretion and handle confidential materials in a professional manner.  
Type or word process at a speed necessary for adequate job performance (min. 40 wpm net).  
Operate a variety of modern office equipment including computer equipment.  
Maintain effective audio-visual discrimination and perception needed for successful job performance, with or without aids.  
Maintain effective oral ability to speak in an understandable voice with sufficient volume to be heard in normal conversation with or without aids.  
Maintain sufficient manual dexterity to write, use the computer and the telephone with or without aids.  
Sit or stand for extended periods of time; kneel, bend at the waist and to reach overhead, above the shoulders and horizontally; lift light objects according to safety regulations.

## **EXPERIENCE AND TRAINING GUIDELINES**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### **Experience:**

Any combination of experience as a translator and interpreter (oral and written) preferably in a professional environment.

### **Training:**

Graduation from high school, or official equivalent to high school graduation.  
Training in any combination in English and Spanish language (grammar and usage)

**Licenses and Other Requirements:**

Valid California Driver's License.  
Successful completion of District Proficiency Test

**Specialized Certification**

Successful completion of the District' Spanish language test; and/or  
successful completion of a training program in the Spanish language (communication,  
grammar, usage).

**WORKING ENVIRONMENT**

Office environment and may drive vehicle to conduct work.

**JOB PROFILE:**

Part time 12-month position  
Classified position (CSEA)  
Salary Range 12

For CSEA

  
Mary Weathers      11-4-15  
Date

For RDUSD

  
Don Beno      11/5/15  
Date

Board Approved Date: \_\_\_\_\_