

# 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:

**March 14, 2017**

**Walnut Grove Elementary School ♦ 14181 Grove Street, Walnut Grove, 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 Fernandez \_\_\_\_; Member Olson \_\_\_\_; Member Riley \_\_\_\_; Member Donnelly \_\_\_\_;  
Member Elliott \_\_\_\_; 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 Fernandez
  - 6.1 Closed Session action taken, if any.
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 – Kathy Wright
    - 9.3.2 CTE Pathways presentation – Jennifer Kitchens
    - 9.3.3 Rio Vista High School's WASC/CDE Mid-Cycle Progress Report Information Only – Vicky Turk
10. **Consent Calendar**
  - 10.1 Approve Board Minutes  
Regular Meeting of the Board, February 21, 2017
  - 10.2 Receive and Approve Monthly Personnel Reports  
As of March 14, 2017 – None to report
  - 10.3 District's Monthly Expenditure Report  
February 2017
  - 10.4 Request to approve the annual 4th grade overnight camping fieldtrip for Bates Elementary School to Marshall Gold Discovery SHP on March 24-25, 2017 – Maria Elena Becerra
  - 10.5 Request to approve out-of-district travel and overnight stay for Riverview Middle School 6th grade students and two Riverview Teachers to the YMCA Point Bonita Science Camp, in Sausalito, from April 3-5, 2017.
  - 10.6 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Advance Kids) for the 2016-2017 school year at a cost not to exceed \$15,500, Special Educational Funds – Sue Moehlenbrock
  - 10.7 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Music To Grow On Therapy Services) for the 2016-2017 school year at a cost not to exceed \$700, Special Educational Funds – Sue Moehlenbrock

- 10.8 Request to Approve Rio Vista High School's fundraising event "Snack Bar Sales" to benefit Rio Vista High School's Softball Team – Vicky Turk
- 10.9 Request to Approve Clarksburg Middle School's fundraising event "Beef Jerky Sale" to benefit Clarksburg Middle School's Discovery Ag Program – Laura Uslan
- 10.10 Request the approval to submit an application to the North Coast Unified Air Quality Management District Rural School Bus Project – Craig Hamblin
- 10.11 Donations to Receive and Acknowledge:
  - Rio Vista High School – KRVH-Radio Rio Station**  
Montezuma Volunteer Firefighters Association – \$500
  - Rio Vista High School – Girls Soccer Team**  
Women's Nine Hole Golf Club - \$275
  - Rio Vista High School – Girls Soccer Team, Swim Teams and AFS Club**  
Montezuma Volunteer Firefighters Association - \$2,250
  - Rio Vista High School – Wrestling Team**  
Rio Vista Rams Athletic Booster Club - \$1,000  
Christopher Smith - \$100
  - Rio Vista High School – Athletic Fields**  
Crop Production Services – Fertilizer
  - Isleton Elementary School – Miscellaneous Clothing**  
Tammy Trujillo (Approx. value \$200)

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 approve the second and final reading of the updated or new Board Policies, Administrative Regulation and Exhibits due to new legislation or mandated language and citation revisions as of October 2016 including miscellaneous mandated and conditionally mandated policies – Don Beno

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

- 12. Request to approve Resolution # 728 for Elimination of .2 FTE of Certificated Services for the 2017-2018 School Year – Don Beno

Roll Call Vote:  
Member Fernandez \_\_\_\_; Member Olson \_\_\_\_; Member Riley \_\_\_\_; Member Donnelly \_\_\_\_; Member Elliott \_\_\_\_; Member Maghoney \_\_\_\_; Member Bettencourt \_\_\_\_

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

- 13. Request to approve a multi-year agreement with Crowe Horwath, LLC an independent auditor, to perform and report annually on the district's financial statements for fiscal years: 16-17, 17-18 & 18-19 – Elizabeth Keema-Aston

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

- 14. Request to approve the Second Interim Financial Report for 2016-2017 – Elizabeth Keema-Aston

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

- 15. Request to approve and adopt the tentative agreement between River Delta Unified Teacher's Association and the River Delta Unified School District for 2016-2017 – Don Beno

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

- 16. Request to approve and adopt the tentative agreement between California School Employees Association Chapter #319 and the River Delta Unified School District for 2016-2017 – Don Beno

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

- 17. Request to approve the agreements with Management and Other non-bargaining unit employees for 2016-2017 – Don Beno

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

- 18. Request to approve Res. #729 of the governing board authorizing the borrowing of funds for fiscal year 2017-2018 and the issuance and sale of one or more series of 2017-2018 tax and revenue anticipation notes (TRAN) therefor and participation in the California school cash reserve program and requesting the board of supervisors of the county to issue and sell said series of notes – Elizabeth Keema-Aston

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

- 19. Re-Adjourn to continue Closed Session, if needed

- 20. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Fernandez

- 21. Adjournment

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

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

**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, March 10, 2017, 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:

**March 14, 2017**

**Walnut Grove Elementary School ♦ 14181 Grove Street, Walnut Grove, 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 approximately 5:35 p.m. on March 14, 2017, at Walnut Grove Elementary School, Walnut Grove, 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)]. –  
4.1.1 Stipulated Expulsion Agreement - Student case number 1617-222-006

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]  
Following Conference with Legal Counsel Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP) – 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 (Girard, Edwards, Stevens & Tucker LLP)

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: \_\_\_\_\_



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

**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017 Attachments: X  
From: Elizabeth Keema-Aston, Chief Business Officer Item No.: 9.2.1  

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Action Item: \_\_\_\_\_  
**SUBJECT:** Monthly Enrollment and ADA Report (**February Month 7**) Consent Action: \_\_\_\_\_  
Information Only: x

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**Background:** Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for *2015-2016 and 2016-2017*. 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 26 students*** compared to the same month **last year**, decreasing from 1,941 to 1,915. (Does not include Adult Ed)

District-wide enrollment ***increased by 10 students*** compared to **last month** (*January*), from 1,905 to 1,915. (Does not include Adult Ed)

District-wide attendance ***has increased 57 ADA*** compared to **last month** (*January*), 1,733 to 1,790. (Does not include Adult Ed)

**Prepared by:** Elvia Navarro, Accounting Specialist

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

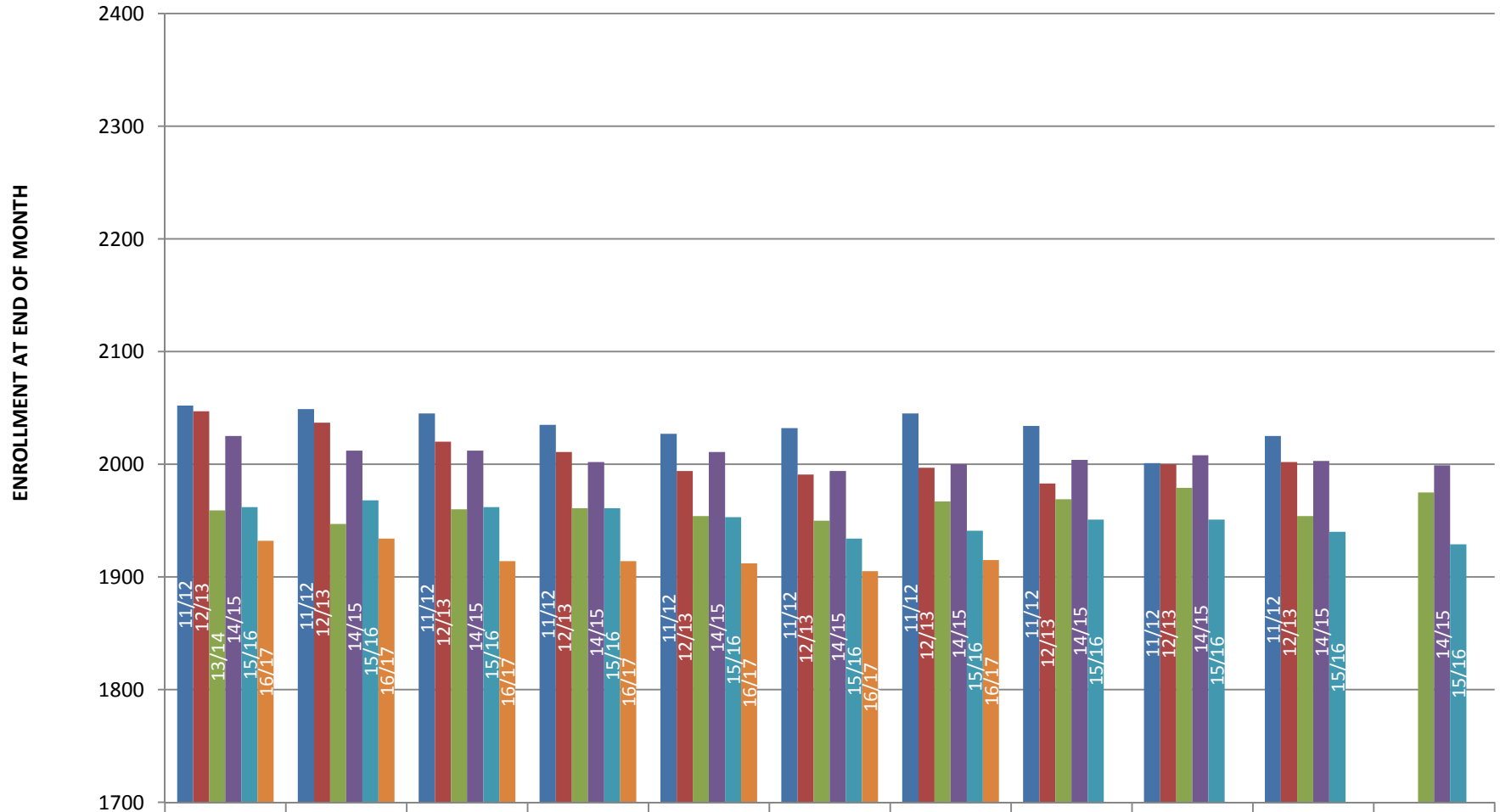
**Recommendation:**

That the Board receives the information presented.

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA	NOV	NOV	Incr/Decr	% of ADA	DEC	DEC	Incr/Decr	% of ADA
		15-16	16-17			15-16	16-17	From Pr Month		15-16	16-17	From Pr Month		15-16	16-17	From Pr Month		15-16	16-17	From Pr Month	
BATES	ENR	148	151	98.7%		147	153	2	96.1%	147	148	-5	98.6%	146	149	1	96.0%	145	149	0	95.3%
	ADA	146	149			146	147			143	146			143	143			137	142		
CLARKSBURG (7th & 8th Gr)	ENR	147	177	96.6%		146	176	-1	97.2%	145	172	-4	97.7%	144	171	-1	96.5%	146	171	0	95.9%
	ADA	144	171			143	171			141	168			139	165			140	164		
ISLETON	ENR	153	173	96.0%		156	176	3	94.9%	159	170	-6	97.6%	159	172	2	95.9%	157	171	-1	94.2%
	ADA	148	166			147	167			150	166			152	165			142	161		
RIVERVIEW	ENR	284	242	98.8%		283	243	1	99.6%	284	242	-1	97.1%	283	244	2	96.7%	284	242	-2	95.5%
	ADA	282	239			281	242			278	235			276	236			270	231		
WALNUT GROVE	ENR	168	167	98.2%		164	170	3	95.3%	159	170	0	94.7%	160	171	1	95.9%	158	171	0	93.0%
	ADA	164	164			159	162			157	161			154	164			147	159		
D.H. WHITE	ENR	365	363	95.0%		373	359	-4	94.7%	370	354	-5	95.2%	369	354	0	95.5%	369	348	-6	94.0%
	ADA	356	345			358	340			362	337			355	338			343	327		
ELEMENTARY SUB TOTAL	ENR	1,265	1,273			1,269	1,277	4		1,264	1,256	-21		1,261	1,261	5		1,259	1,252	-9	
	ADA	1,240	1,234			1,234	1,229			1,231	1,213			1,219	1,211			1,179	1,184		
CLARKSBURG (9th Grade)	ENR	69	58	98.3%		67	58	0	96.6%	69	58	0	98.3%	67	58	0	96.6%	68	57	-1	98.2%
	ADA	67	57			67	56			65	57			65	56			65	56		
DELTA HIGH	ENR	208	190	97.4%		210	190	0	95.8%	207	189	-1	95.8%	207	189	0	95.2%	207	189	0	94.2%
	ADA	203	185			200	182			199	181			197	180			195	178		
RIO VISTA HIGH	ENR	387	378	96.3%		385	373	-5	96.5%	381	381	8	94.8%	382	370	-11	96.5%	377	377	7	93.4%
	ADA	373	364			364	360			363	361			359	357			353	352		
HIGH SCHOOL SUB TOTAL	ENR	664	626			662	621	-5		657	628	7		656	617	-11		652	623	6	
	ADA	643	606			631	598			627	599			621	593			613	586		
Mokolumne High (Continuation)	ENR	18	18			19	17	-1		20	12	-5		20	14	2		18	13	-1	
	ADA	14	15			15	13			15	9			15	10			13	10		
River Delta High/Elem (Alternative)	ENR	10	10			12	15	5		13	13	-2		16	16	3		16	18	2	
	ADA	7	9			7	10			7	9			9	10			12	12		
Community Day	ENR	5	5			6	4	-1		8	5	1		8	6	1		8	6	0	
	ADA	5	4			5	4			5	4			6	5			7	5		
TOTAL K-12 LCFF Funded	ENR	1,962	1,932			1,968	1,934	2		1,962	1,914	-20		1,961	1,914	0		1,953	1,912	-2	
	ADA	1,909	1,868			1,892	1,854			1,885	1,834			1,870	1,829			1,824	1,797		
Wind River- Adult Ed	ENR	17	13			38	19	6		74	30	11		88	31	1		89	25	-6	
TOTAL DISTRICT	ENR	1,979	1,945			2,006	1,953	8		2,036	1,944	-9		2,049	1,945	1		2,042	1,937	-8	

SITE	AL	JAN		Incr/Decr From Pr Month	% of ADA	FEB		Incr/Decr From Pr Month	% of ADA																																																																																																																																																																																																																		
		15-16	16-17			15-16	16-17																																																																																																																																																																																																																				
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	ADA	134	139			140	146			CLARKSBURG (7th & 8th Gr)	ENR	144	173	2	90.8%	143	174	1	96.0%	ADA	130	157	137	167	ISLETON	ENR	150	171	0	93.0%	156	169	-2	94.7%	ADA	153	159	150	160	RIVERVIEW	ENR	284	244	2	92.6%	279	245	1	95.5%	ADA	273	226	272	234	WALNUT GROVE	ENR	158	170	-1	88.8%	161	171	1	91.8%	ADA	149	151	151	157	D.H. WHITE	ENR	364	345	-3	90.1%	367	348	3	92.2%	ADA	350	311	345	321	<b>ELEMENTARY SUB TOTAL</b>	<b>ENR ADA</b>	<b>1,244 1,189</b>	<b>1,251 1,143</b>	<b>-1</b>		<b>1,250 1,195</b>	<b>1,259 1,185</b>	<b>8</b>		CLARKSBURG (9th Grade)	ENR	68	57	0	89.5%	66	57	0	96.5%	ADA	64	51	63	55	DELTA HIGH	ENR	206	190	1	90.0%	205	187	-3	93.0%	ADA	198	171	196	174	RIO VISTA HIGH	ENR	372	373	-4	92.5%	377	378	5	92.6%	ADA	359	345	355	350	<b>HIGH SCHOOL SUB TOTAL</b>	<b>ENR ADA</b>	<b>646 621</b>	<b>620 567</b>	<b>-3</b>		<b>648 614</b>	<b>622 579</b>	<b>2</b>		Mokelumne High (Continuation)	ENR	23	11	-2		22	12	1		ADA	18	7	17	9	River Delta High/Elem (Alternative)	ENR	15	17	-1		16	18	1		ADA	12	11	10	13	Community Day	ENR	6	6	0		5	4	-2		ADA	5	5	4	4	<b>TOTAL K-12 LCFF Funded</b>	<b>ENR ADA</b>	<b>1,934 1,845</b>	<b>1,905 1,733</b>	<b>-7</b>		<b>1,941 1,840</b>	<b>1,915 1,790</b>	<b>10</b>		Wind River- Adult Ed	ENR	88	27	2		105	33	6		<b>TOTAL DISTRICT</b>	<b>ENR</b>	<b>2,022</b>	<b>1,932</b>	<b>-5</b>
CLARKSBURG (7th & 8th Gr)	ENR	144	173	2	90.8%	143	174	1	96.0%																																																																																																																																																																																																																		
	ADA	130	157			137	167			ISLETON	ENR	150	171	0	93.0%	156	169	-2	94.7%	ADA	153	159	150	160	RIVERVIEW	ENR	284	244	2	92.6%	279	245	1	95.5%	ADA	273	226	272	234	WALNUT GROVE	ENR	158	170	-1	88.8%	161	171	1	91.8%	ADA	149	151	151	157	D.H. WHITE	ENR	364	345	-3	90.1%	367	348	3	92.2%	ADA	350	311	345	321	<b>ELEMENTARY SUB TOTAL</b>	<b>ENR ADA</b>	<b>1,244 1,189</b>	<b>1,251 1,143</b>	<b>-1</b>		<b>1,250 1,195</b>	<b>1,259 1,185</b>	<b>8</b>		CLARKSBURG (9th Grade)	ENR	68	57	0	89.5%	66	57	0	96.5%	ADA	64	51	63	55	DELTA HIGH	ENR	206	190	1	90.0%	205	187	-3	93.0%	ADA	198	171	196	174	RIO VISTA HIGH	ENR	372	373	-4	92.5%	377	378	5	92.6%	ADA	359	345	355	350	<b>HIGH SCHOOL SUB TOTAL</b>	<b>ENR ADA</b>	<b>646 621</b>	<b>620 567</b>	<b>-3</b>		<b>648 614</b>	<b>622 579</b>	<b>2</b>		Mokelumne High (Continuation)	ENR	23	11	-2		22	12	1		ADA	18	7	17	9	River Delta High/Elem (Alternative)	ENR	15	17	-1		16	18	1		ADA	12	11	10	13	Community Day	ENR	6	6	0		5	4	-2		ADA	5	5	4	4	<b>TOTAL K-12 LCFF Funded</b>	<b>ENR ADA</b>	<b>1,934 1,845</b>	<b>1,905 1,733</b>	<b>-7</b>		<b>1,941 1,840</b>	<b>1,915 1,790</b>	<b>10</b>		Wind River- Adult Ed	ENR	88	27	2		105	33	6		<b>TOTAL DISTRICT</b>	<b>ENR</b>	<b>2,022</b>	<b>1,932</b>	<b>-5</b>		<b>2,046</b>	<b>1,948</b>	<b>16</b>											
ISLETON	ENR	150	171	0	93.0%	156	169	-2	94.7%																																																																																																																																																																																																																		
	ADA	153	159			150	160			RIVERVIEW	ENR	284	244	2	92.6%	279	245	1	95.5%	ADA	273	226	272	234	WALNUT GROVE	ENR	158	170	-1	88.8%	161	171	1	91.8%	ADA	149	151	151	157	D.H. WHITE	ENR	364	345	-3	90.1%	367	348	3	92.2%	ADA	350	311	345	321	<b>ELEMENTARY SUB TOTAL</b>	<b>ENR ADA</b>	<b>1,244 1,189</b>	<b>1,251 1,143</b>	<b>-1</b>		<b>1,250 1,195</b>	<b>1,259 1,185</b>	<b>8</b>		CLARKSBURG (9th Grade)	ENR	68	57	0	89.5%	66	57	0	96.5%	ADA	64	51	63	55	DELTA HIGH	ENR	206	190	1	90.0%	205	187	-3	93.0%	ADA	198	171	196	174	RIO VISTA HIGH	ENR	372	373	-4	92.5%	377	378	5	92.6%	ADA	359	345	355	350	<b>HIGH SCHOOL SUB TOTAL</b>	<b>ENR ADA</b>	<b>646 621</b>	<b>620 567</b>	<b>-3</b>		<b>648 614</b>	<b>622 579</b>	<b>2</b>		Mokelumne High (Continuation)	ENR	23	11	-2		22	12	1		ADA	18	7	17	9	River Delta High/Elem (Alternative)	ENR	15	17	-1		16	18	1		ADA	12	11	10	13	Community Day	ENR	6	6	0		5	4	-2		ADA	5	5	4	4	<b>TOTAL K-12 LCFF Funded</b>	<b>ENR ADA</b>	<b>1,934 1,845</b>	<b>1,905 1,733</b>	<b>-7</b>		<b>1,941 1,840</b>	<b>1,915 1,790</b>	<b>10</b>		Wind River- Adult Ed	ENR	88	27	2		105	33	6		<b>TOTAL DISTRICT</b>	<b>ENR</b>	<b>2,022</b>	<b>1,932</b>	<b>-5</b>		<b>2,046</b>	<b>1,948</b>	<b>16</b>																										
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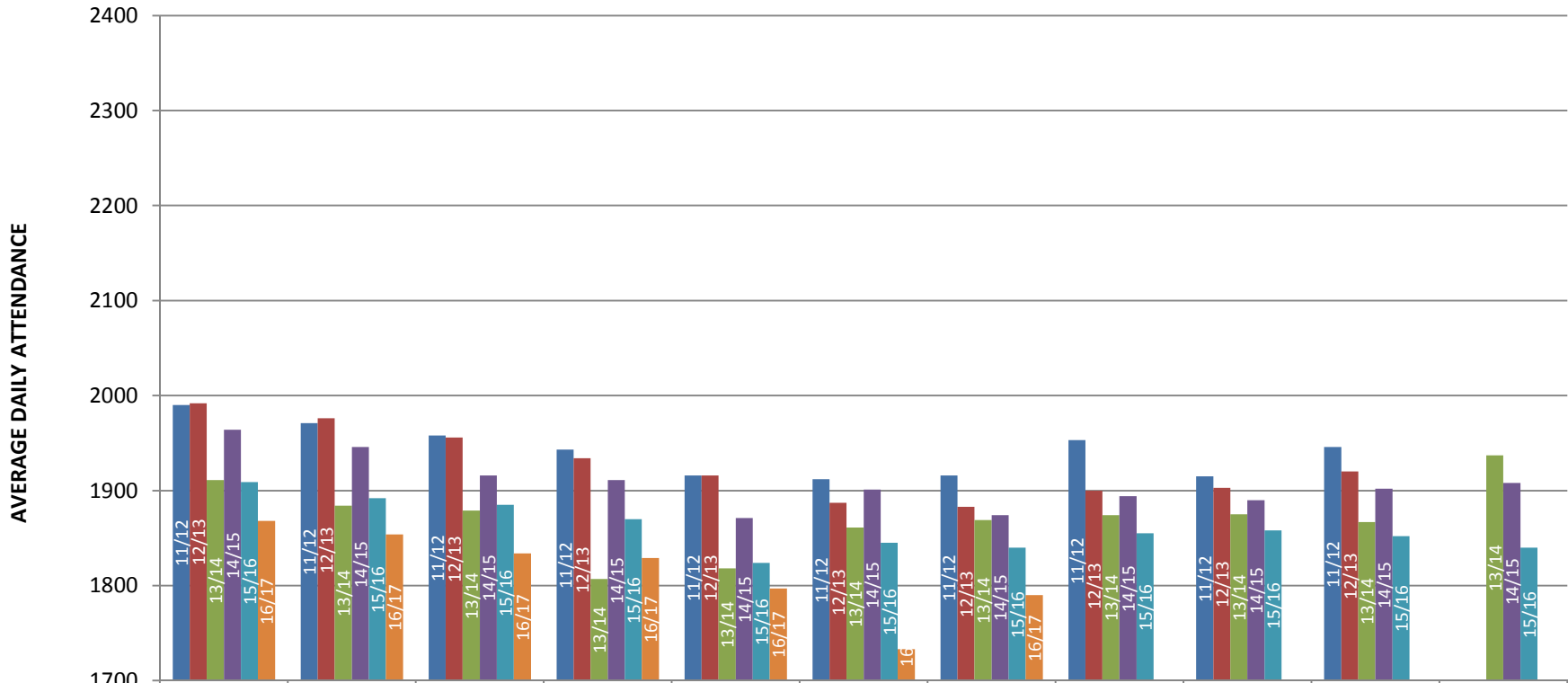
# ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
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	1961	1953	1934	1941	1951	1951	1940	1929
16/17	1932	1934	1914	1914	1912	1905	1915				

SCHOOL MONTH

# ACTUAL ATTENDANCE



	1	2	3	4	5	6	7	8	9	10	11
■ 11/12	1990	1971	1958	1943	1916	1912	1916	1953	1915	1946	
■ 12/13	1992	1976	1956	1934	1916	1887	1883	1900	1903	1920	
■ 13/14	1911	1884	1879	1807	1818	1861	1869	1874	1875	1867	1937
■ 14/15	1964	1946	1916	1911	1871	1901	1874	1894	1890	1902	1908
■ 15/16	1909	1892	1885	1870	1824	1845	1840	1855	1858	1852	1840
■ 16/17	1868	1854	1834	1829	1797	1733	1790				

SCHOOL MONTH



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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017 Attachments:  X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 9.2.2

**SUBJECT** Monthly Financial Report Action: \_\_\_\_\_  
Consent Action: \_\_\_\_\_  
Information Only:  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**  
 2016-17 Working Budget vs. Actuals Report  
 February 28, 2017

Working Budget					Actuals thru: 2/28/2017					
	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 )
								(G/B=H)		(I/C=J)
General Fund: (01)										
Unrestricted	3,584,303	16,041,523	16,591,396	3,034,430	12,901,781	(1,065,497)	11,836,284	73.79%	9,468,148	57.07%
Restricted	634,002	7,125,966	7,438,918	321,050	2,026,467		2,026,467	28.44%	3,114,379	41.87%
Combined	4,218,306	23,167,489	24,030,314	3,355,481	14,928,248	(1,065,497)	13,862,751	59.84%	12,582,528	52.36%
<i>Dry Period Financing</i>					-		-			
General Fund - Fund Balance %	13.96%	<i>Represents Ending Balances divided by Budget Expenses (D/C)</i>								
Other Funds										
Adult Ed. (11)	32,403	78,275	110,678	0	45,412		51,891	66.29%	53,229	48.09%
Cafeteria ( 13 )	109,033	951,748	927,305	133,476	459,582		459,582	48.29%	470,958	50.79%
Sp. Res-Other than Cap. Outlay (17)	67,506	450	-	67,956	164		164	36.44%	-	0.00%
Bond Fund ( 21 )	1,014,516	29,000	260,662	782,854	20,853		20,853	71.91%	212,312	81.45%
Bond Fund- SFID #1 South (22)	375,242	2,500	212,888	164,854	870		870	34.80%	153,420	72.07%
Bond Fund - SFID #2 North (23)	96,774	28,760	28,100	97,434	233		233	0.81%	9,845	35.04%
Developer Fees (25)	49,700	245,284	245,284	49,700	72,876		72,876	29.71%	234,175	95.47%
County School Facilities (35)	1,489,129	7,770	1,489,129	7,770	1,678		1,678	21.60%	1,489,129	100.00%
Capital Projects (49)	35,898	230	3,932	32,196	87		87	37.83%	1,966	49.99%

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



**BOARD AGENDA BRIEFING**

Meeting Date: 03-14-17

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 February 2017

**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**  
**March 14, 2017**

Routine maintenance, repairs and custodial duties at all school sites and district office were completed. Other non-routine projects have been captured below.

**Maintenance & Operations:**

- **Bates Elementary School**
  - Repaired heater in gym - \$102.16
  
- **Clarksburg Middle School**
  - Replaced sump pump in basement - \$225.76
  
- **D.H. White Elementary School**
  - Repaired hanger for video screen; replaced ballasts and bulbs in Room 6 & 7 - \$171.37
  - Cleared sewer line blockage in staff restroom and custodial room - \$138.81
  
- **Isleton Elementary School**
  - Repaired ceilings in restrooms due to water damage - \$664.12
  - Repaired drainage in custodial office - \$146.72
  - Repaired leak in office entrance and library - \$103.86
  
- **Rio Vista High School**
  - Replaced broken window on parking side of Bldg. L due to vandalism - \$915.89
  - Repaired HVAC unit in AD office and staff break room - \$366.82
  - Repaired arm on trash compactor - \$529.64
  - Repaired hinge on gate to football field due to vandalism - \$414.16
  
- **Riverview Middle School**
  - Changed/washed filters - \$108.25
  
- **Walnut Grove Elementary School**
  - Repaired heater in Room 9, 11, media center and stage - \$710.23
  - Replaced sump pump in basement - \$198.84
  - Repaired leak on skylight - \$334.73

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

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

From: Vicky Turk, Rio Vista High School, Principal

Item Number: \_9.3.3\_

**SUBJECT** Rio Vista High School's WASC/CDE Mid-Cycle  
Progress Report Visitation March 28, 2017

Action: \_\_\_  
Consent Action: \_\_\_  
Information Only: \_\_X\_\_

**Background:**

The attached report was prepared and submitted to The Western Association of Schools and Colleges for their Mid-Cycle Progress visitation that has been scheduled for March 28, 2017.

**Status:**

**Presenter** Vicky Turk, Principal

**Other People Who Might Be Present** RVHS staff members

**Cost &/or Funding Sources**

**Recommendation:**

That the Board acknowledges the Rio Vista High School's Mid-Cycle Progress Report as submitted.

5 Minutes



**RIO VISTA HIGH SCHOOL**  
River Delta Unified School District

# **RIO VISTA HIGH SCHOOL MID-CYCLE PROGRESS REPORT**

**410 South 4<sup>th</sup> Street  
Rio Vista, California 94571**

**Telephone- (707) 374-6336**

**Fax- (707) 374-6810**

**River Delta Unified School District**

**Visitation: March 28th, 2017**

## **River Delta Unified School District**

**445 Montezuma**

**Rio Vista, California 94571-1651**

**(707) 374-1700- Telephone**

**(707) 374-2995- Fax**

### **Board of Trustees**

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Alicia Fernandez, Vice President

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### **District Personnel**

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Jennifer Gaston, Executive Assistant

Bonnie Kauzlarich, Director of Personnel

Katherine Wright, Director of Special Education/Ed. Services

Elizabeth Keema-Aston, Chief Business Officer

Sharon Silva, Director of Accounting



## **Rio Vista High School Personnel**

### **Administration**

Victoria Turk, Principal

Stacy Knisley-Wallace, Vice-Principal

Loretta Abbott, Counselor

Leticia Ruiz, School Secretary

Jennifer Ratola, Attendance Secretary/ Registrar

### **Faculty**

Kristy Apple, RSP

Megan Brooks, Visual Arts

Sarah Bullock, English/ELD

Holly Chesnut, Agricultural Science

Jane Cronin, Special Education

Brian Fonseca, Physical Education/Journalism, Athletic Director

Kaitlyn Gilliland, Science

Brandi Gomes, English/ AVID

Noelle Gomes, Physical Education/AVID

Jennie Gornto, RSP

Julie Griffin, Graphic Design

Andrew Miller, Social Science/AVID

Marsha Montgomery, Social Science/ Culinary Arts

Michael Porter, Social Science/Psychology

Maureen Reis, Ag. Science

Mayra Roman, Math

Keith Russell, Woodshop/ Engineering

Chris Smith, Special Education

Rebecca Stark, Spanish/ELD

Donnie Surla, English/ Drama

Jim Treleaven, Math/Science/Engineering

Nancy Vielhauer, Math/ Science

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## **I. Student/Community Profile Data**

### **The School Community**

Rio Vista High School is a comprehensive public high school in Rio Vista, California. RVHS serves a student body of 379 in grades 9-12, in addition to a varied number of 8<sup>th</sup> grade students that are placed in accelerated classes on campus. The Rio Vista High School program provides students with a range of quality academic choices including college preparatory, Advanced Placement and Career Technical Pathways, and various electives. Rio Vista High School is proud of many accomplishments, including the growth from a 1-year Accreditation to the current 6-year Accreditation.

Rio Vista High School is located in the River Delta Joint Unified School District, which is approximately 45 miles long and covers about 500 square miles. It encompasses several small, rural communities. The local economy is supported mainly by agriculture, natural gas production and exploration, and small businesses.

Rio Vista is a community deeply rooted in tradition. Many people who live here went to Rio Vista schools for their entire educational careers. Several of the RVHS staff are alumni of the high school that was founded in 1915. Consequently, community ties to the high school are strong and deep, and the citizens have a sense of pride in the school as well as high expectations for RVHS students.

The small size and relative isolation of Rio Vista have created a school that must be the principal source of activities and recreation for our students. The city has no movie theater, bowling alley, teen center or mall. The nearest towns with these amenities are 20 miles away and all require driving a stretch of Highway 12 known as “blood alley.” As a result, RVHS is the hub of the community for teenagers and adults alike. We provide students with a wide variety of sports teams, and a good percentage of our students participate in at least one athletic program a year. All after school activities and athletics are offered free of charge to our student body. The school also has many active clubs for students to join.

This year is the 59<sup>th</sup> consecutive year in which Rio Vista High School has participated in American Field Service (AFS) program. This program coordinates the placement of exchange students in Rio Vista homes and at Rio Vista High School. Over the past 56 years, we have hosted students from Germany, Columbia, Italy, Taiwan and various other parts of the world. This program not only exposes the exchange students to Rio Vista, but allows our students to have insight to the global community and a diverse culture that would otherwise not be introduced into their lives.

While Rio Vista High School is not currently a Title 1 school, River Delta Joint Unified School District is in its 3<sup>rd</sup> year of Program Improvement (PI).

## **Rio Vista High School WASC Accreditation History**

2016-2017	Midterm Visitation Report
2013-2014	Accreditation of 6 years with 1-day Mid-Cycle Report
2010-2011	Progress Report
2008-2009	Accreditation of 2 years
2007-2008	Accreditation of 1 year
2006-2007	Visitation extended 1 year (due to new administration and construction issues)
2003-2004	Midterm Visitation Report
2000-2001	Accreditation of 6 years
1994-1995	Accreditation of 6 years

## **School Purpose**

**District Mission Statement:** In a culturally diverse community, rich in agricultural and family tradition, the River Delta Joint Unified School District will provide a safe, student-centered education which promotes challenging academic standards enhanced by technology, and encourages social responsibility, resourcefulness, and an appreciation for continuous learning so that all students are prepared to realize their maximum potential.

## **Goals:**

Our objectives, the desired measurable results we plan to achieve, are focused on student growth, success, and achievement.

- Students will be able to **achieve success** at the next educational or career level.
- Our high school graduates will feel **satisfied** with their preparation for post-secondary pursuits.

## **Beliefs:**

- We believe in **continuous learning**.
- We believe in **encouraging** and **assisting** each other.
- We believe that development of **self-respect** and **respect for others** is essential.
- We believe that we are **responsible** for our actions and ourselves.
- We believe that the world is full of **infinite opportunities**.
- We believe that families and communities working **cooperatively** create opportunities for **success**.
- We believe that **positive thinking** develops a **positive attitude**.
- We believe that a **sense of humor** is healthful.
- We believe that some **change is inevitable**, and how we respond is our choice.

## **School Mission Statement**

Rio Vista High School prepares all students to be life-long learners in a culturally diverse and technologically complex society, and to be able to balance the multiple roles of school, home, community, and career successfully.

## **Schoolwide Learning Outcomes (S.L.O.s)**

***It is Great to Be a R.A.M.!***

***Respect, Achieve, Make a Difference!***

### ***We Are Critical Thinkers***

- We demonstrate willingness to question, and readiness to reconsider.
- We reflect on and evaluate information, details, evidence and his or her own ideas and work in order to draw conclusions, solve problems, or conduct investigations.
- We use logical and effective decision-making.

### ***We Are Skillful Communicators***

- We convey coherent messages verbally and in writing.
- We receive and interpret the messages of others.
- We establish and accomplish effective communication through collaborative processes.

### ***We Are Responsible Citizens with Global Consciousness***

- We demonstrate acceptance for individual differences.
- We maintain awareness of rules, laws, and regulations in society and live life accordingly.
- We demonstrate skills in resolving conflicts through positive, non-violent actions.
- We demonstrate personal and civic responsibility through contributions of time and talents to the school and community.
- We accept a lifetime responsibility for our own wellness including physical fitness and proper nutrition.

### ***We Are Technology Users***

- We manage technology in an effective manner to complete a talk, product or presentation.
- We select and use a variety of technologies.

### ***We Are Career Planners***

- We survey available and emerging career fields.
- We identify steps for career growth and life-long learning.
- We set, pursue, and accomplish positive, achievable, and challenging goals.

### ***We Are Adaptable Workers***

- We produce quality work.
- We perform responsibly as an individual and team member.
- We use proper ethics and etiquette.
- We take responsibility for our own successes and failures.

**Student Demographic Data**

**Enrollment Trends**

	<b>16/17</b>		<b>15/16</b>		<b>14/15</b>		<b>13/14</b>		<b>12/13</b>	
<b>Total</b>	<b>375</b>		<b>381</b>		<b>365</b>		<b>356</b>		<b>349</b>	
Caucasian	181	48%	194	51%	189	52%	199	56%	215	62%
Asian	3	1%	6	2%	5	2%	5	1%	4	0.5%
Afr.Am.	6	2%	6	2%	9	2%	6	2%	6	2%
Latino	166	44%	155	41%	143	39%	136	38%	115	35%
Filipino	0	0%	4	1%	4	1%	3	1%	1	0.5%
Other	17	5%	16	3%	15	4%	7	2%	8	1%

Overall, there have been no major increases or decreases in any particular ethnicity subgroup over the past 3 academic years. There have been continual, small increases of 2-3% annually of the Latino population; while conversely, there has been a 2-3% decrease in the Caucasian subgroup. For the purpose of data analysis, the subgroups that will be studied will be Caucasian and Latino, as they are the only two subpopulation that break the 5% significant value number.

**Special Populations**

**Socioeconomic Disadvantaged Students (S.E.D.s)**

The identified socioeconomic status of our community has been changing drastically in the past few years. The key indicator used to determine the socioeconomic status is the percent of students qualifying for free or reduced lunch. 44.3% of our student population is enrolled in the free and reduced lunch program. Many of our families receive welfare, social security, or other state and federal assistance programs.

<b>Academic School Year</b>	<b># Students Receiving F/R Lunch</b>	<b>Percentage of Students</b>
<b>2016-2017</b>	166	44.3%
<b>2015-2016</b>	186	48.8%
<b>2014-2015</b>	165	45.2%
<b>2013-2014</b>	161	45.2%
<b>2012-2013</b>	142	40.6%

**Special Education Students**

River Delta Unified School District belongs to the Sacramento County SELPA (Special Education Local Plan Area). For the 2016-2017 school year, the Special Education Department at RVHS consists of two resource (RSP) teachers, one Special Day Class (SDC)/Severely Emotionally Disturbed (SED) teacher, and one Severely Handicapped Class (SH) teacher. The Special Education Department serves 49 students. Each classroom utilizes qualified paraprofessionals to assist teachers in service, delivery and instruction. Rio Vista High School also maintains a strong partnership with the district in assessment and instruction of students with special needs.

	16/17		15/16		13/14		12/13	
Total Enrollment	375		381		356		349	
Special Education Students	49	13%	41	10.7%	39	11%	43	12.3%

The rate of special education students has held relatively steady for the past three school years with only a slight decrease in student population served.

**Staff Demographic Data**

Rio Vista High School currently has 22 teachers on staff, with 18 being fully-credentialed teachers and 4 intern status teachers, 1 counselor, and 2 administrators. 64% of our teaching staff has been hired in the past 5 years.

**Administrative Staff Data**

Administration	Gender	# of years in current role	Total years of Administrative experience	Prior experience
Principal	Female	7	20	Teacher- Science and Physical Education
Asst. Principal	Female	2	2	Teacher- Elementary and Secondary Physical Education

**Credentialed Staff Data**

	2016-2017	2015-16	2014-15	2013-14	2012-13
Total number of teachers	22	21	21	20	21
Teachers with full credentials	18	19	18	19	21
Teachers with intern status	4	2	3	2	0

**Student Achievement Data: State and Federal Accountability Systems**

**Annual Measurable Objectives (AMOs):**

**AYP Subgroup Performance and Participation-2015**

	% Proficient and Above		% Participation	
	English/Lang.Arts (100% Target)	Mathematics (100% Target)	English/Lang.Arts (95% Target)	Mathematics (95% Target)
<b>Schoolwide</b>	47.1%	15.5%	98%	97%
African American/Black	*	*	100%	100%
Asian	*	*	100%	100%
Filipino	*	*	100%	100%
Latino	50%	14.3%	97%	97%
Pacific Islander	*	*	*	*
White	46%	16.3%	99%	97%
SED	48.8%	15%	96%	94%
English Learner	*	*	89%	89%
Students with Disabilities	0	*	85%	77%

\* Too small to be reported/to be numerically significant. A subgroup must have 100 pupils or be 15% of total enrollment with at least 50 pupils with valid test scores.

Rio Vista High School met 3 out of 3 AYP criterion, including graduation rates, participation in mandated assessments, and performance on mandated assessments.



**Student Achievement Data: CAASPP, CSU EAP, CAHSEE, Graduation Data, CELDT, SAT, ACT, UC/CSU Eligibility, AP Data**

**California Assessment of Student Performance and Progress(CAASPP)-RVHS**

**California State University Early Assessment Program (EAP)**

Over the past three years, the California State University system has embedded the Early Assessment Program (EAP) into the state mandated assessments (CAASPP).

Proficiency Level	ELA 2015-2016	ELA 2014-2015	Math 2015-2016	Math 2014-2015
Standard Exceeded	24%	13%	9%	2%
Standard Met	42%	33%	14%	13%
Standard Nearly Met	23%	30%	40%	20%
Standard Not Met	12%	24%	38%	65%

Therefore, our student readiness scores correlate directly with the CAASPP data in which **Standard Exceeded= Ready for College, Standard Met=Conditionally Ready for College, Standard Nearly Met=Not Yet Demonstrating Readiness, and Standard Not Met= Not Demonstrating Readiness.** This translates into an overall upward trend in student achievement and readiness for college over the past 3 years, increasing significantly in both English and Mathematics.

Proficiency Level	ELA 2015-2016	ELA 2014-2015	Math 2015-2016	Math 2014-2015
Standard Exceeded	26%	23%	13%	11%
Standard Met	33%	33%	20%	18%
Standard Nearly Met	22%	24%	25%	25%
Standard Not Met	19%	20%	43%	45%

Early Assessment of Readiness for College English	2013	Early Assessment of Readiness for College Mathematics (Summative High School Mathematics)	2013	Early Assessment of Readiness for College Mathematics (Algebra II)	2013	Early Assessment of Readiness for College Mathematics (Total)	2013
Students Tested	68	Students Tested	14	Students Tested	19	Students Tested	33
Ready for College	14 (21%)	Ready for College	1 (7%)	Ready for College	0 (0%)	Ready for College	1 (3%)
Ready for College-Conditional	15 (22%)	Ready for College-Conditional	12 (86%)	Ready for College-Conditional	7 (37%)	Ready for College-Conditional	19 (58%)
Did Not Demonstrate College Readiness	39 (57%)	Did Not Demonstrate College Readiness	1 (7%)	Did Not Demonstrate College Readiness	12 (63%)	Did Not Demonstrate College Readiness	13 (39%)

**California High School Exit Exam (CAHSEE)**

# Tested	Class of 2017				Class of 2016				Class of 2015			
		ELA		MATH		ELA		MATH		ELA		MATH
All	86	85%	85	85%	66	75%	71	83%	77	82%	82	85%
Caucasian	44	86%	47	92%	37	77%	39	83%	42	84%	44	88%
Latino	32	80%	29	76%	25	76%	26	84%	30	81%	30	82%
Afr.Amer.	*	*	*	*	*	*	*	*	*	*	*	*
Asian	*	*	*	*	*	*	*	*	*	*	*	*
SED	35	75%	36	78%	44	72%	46	79%	43	75%	45	79%
SpEd	*	*	*	*	*	*	*	*	*	*	1	20%
ELD	6	50%	8	50%	*	*	*	*	6	46%	6	50%
Male	41	79%	45	87%	32	71%	36	82%	31	82%	34	85%
Female	45	92%	40	83%	34	79%	35	83%	46	82%	31	82%
Test Date	March 2015				March 2014				March 2013			

*The California High School Exit Exam was suspended effective January 1, 2016.*

**Cohort Graduation Rates**

The 2015-2016 graduation rate is pending release from the state. However, anecdotally, RVHS staff feels confident that they will maintain a high graduation rate, as we have seen the past several years.

Year	High School %	District %	County %	State %
2015-16	*	*	*	*
2014-15	91.9%	90%	80.6%	82.3%
2013-14	91.9%	82.7%	80.5%	81%
2012-13	88.4%	86.1%	79.4%	80.4%

**Graduation Rate by Subgroup-Class of 2015**

Groups	2015 Graduation Cohort Rate	2012 Graduation Cohort Rate
Schoolwide	92%	96.5%
Black or African American	100%	100%
American Indian or Alaska Native	--	--
Asian	--	--
Filipino	100%	--
Hispanic or Latino	93.6%	95.8%
Native Hawaiian or Pacific Islander	--	--
White	89.8%	96.4%
Two or More Races	100%	--
Socioeconomically Disadvantaged	88%	95.9%
English Learners	86.7%	100%
Students with Disabilities	60%	95.2%

**California English Language Development Test (CELDT)**

**Number and Percent of Students at Each Overall Performance Level-2015-16**

<b>Performance Level</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>Total</b>
Advanced	6 (32%)	1(20%)	5 (45%)	1 (25%)	13 (33%)
Early Advanced	8 (42%)	1 (20%)	2 (18%)	1 (25%)	12 (31%)
Intermediate	3 (16%)	2 (40%)	1 (9%)	-	6 (15%)
Early Intermediate	4 (24.0%)	(0.0%)	(0.0%)	(0.0%)	4 (8.0%)
Beginning	2 (11%)	1 (20%)	1 (9%)	1 (25.0%)	5 (13%)
Number Tested	19 (100.0%)	5 (100.0%)	11 (100.0%)	4 (100.0%)	39 (100.0%)

**Number and Percent of Students at Each Overall Performance Level-2014-15**

<b>Performance Level</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>Total</b>
Advanced	--	2 (17%)	--	--	2 (6%)
Early Advanced	3 (43%)	6 (50%)	6 (55%)	3 (75%)	18 (53%)
Intermediate	3 (43%)	2 (17%)	2 (18%)	--	7 (21%)
Early Intermediate	--	1 (8%)	2 (18%)	--	4 (12%)
Beginning	1 (14%)	1 (8%)	2 (18%)	--	4 (12%)
Number Tested	7 (100%)	12 (100%)	11 (100%)	4 (100%)	34 (100%)

**Number and Percent of Students at Each Overall Performance Level-2013-14**

<b>Performance Level</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>Total</b>
Advanced	--	--	--	--	--
Early Advanced	8 (67%)	4 (44%)	4 (57%)	3 (60%)	19 (58%)
Intermediate	2 (17%)	4 (44%)	1 (14%)	--	7 (21%)
Early Intermediate	1 (8%)	--	2 (29%)	1 (20%)	4 (12%)
Beginning	1 (8%)	1 (11%)	--	1 (20%)	3 (9%)
Number Tested	12 (100%)	9 (100%)	7 (100%)	5 (100%)	33 (100%)

**Scholastic Assessment Test (SAT) Participation Rates- 2015-16**

Name	2015-16 % Tested	2014-15 % Tested	2013-14 % Tested	2012-13 % Tested	2011-12 % Tested
Rio Vista High	42%	51.7%	46.7%	46.6%	52.7%
District	*	45.1%	37.2%	46.5%	42.6%
County	*	37.9%	37.3%	36.0%	35.5%
Statewide	*	42.4%	41.1%	40.36%	39.3%

**ACT Participation Rates – 2015-2016**

Name	2015-16 % Tested	2014-15 % Tested	2013-14 % Tested	2012-13 % Tested	2011-12 % Tested
Rio Vista High	27%	39.0%	24.6%	6.66%	9.8%
District	*	30.2%	19.6%	11.1%	8.8%
County	*	23.2%	19.4%	18.8%	18.5%
Statewide	*	20.9%	19.5%	18.3%	17.6%

**UC/CSU Required Courses Enrollment Rates**

UC/CSU Course Measure	2015-2016	2014-2015	2013-2014
Graduates with UC/CSU Required Courses	25 (29%)	37 (45.7%)	22 (27.6%)
Filipino	-	1 (100%)	-
Hispanic or Latino	10 (12%)	14 (48.3%)	9 (40.9%)
African American	-	0 (0%)	0%
White/Caucasian	13 (15%)	21 (46.7%)	13 (28.9%)
Two or More Races	-	37 (45.7%)	-
Socioeconomically Disadvantaged	*	12 (34.3%)	11 (40.7%)
English Learners	*	0 (0%)	0%

**Advanced Placement (AP) Exam Results-AP Course Participation/ Exam Pass Rate**

Courses Offered	2015-2016	2014-2015	2013-2014	2012-2013
AP Studio Art	5 (60%)	1 (100%)	7 (86%)	9 (78%)
AP Biology	-	-	1 (0%)	1 (0%)
AP Calculus	11(18%)	2(50%)	2 (100%)	1 (0%)
AP Chemistry	2 (50%)	-	1 (0%)	-
AP English Language	20 (3%)	16 (12%)	24 (42%)	20 (35%)
AP English Literature	14 (36%)	22 (50%)	21(43%)	13 (38%)
AP Government/Economics	13 (31%)	18 (17%)	-	-
AP Psychology	11 (27%)	-	-	-
AP Spanish	9 (100%)	6 (66%)	3 (100%)	-
AP Statistics	11 (27%)	5 (20%)	-	-
AP U.S. History	33 (12%)	11 (1%)	16 (31%)	10 (40%)

## II. Significant Changes and Developments

### 4x4 Block Schedule

In the spirit of school improvement and collaboration, the Rio Vista High School staff, students, and community began an intensive self-study of block schedules during the spring semester of 2012. The initial idea and inquiry stemmed from stakeholder interest in developing a sustainable and effective format to integrate Intervention programs into our bell schedule. Following the inquiry, a year of study, visitations, and community meetings occurred during the 2013-2014 school year.

The 2014-2015 school year began with a hybrid A/B Block schedule. All stakeholders agreed to transition to a traditional 4x4 block schedule for the 2015-2016 school year.

Initial indicators of success include a 12% increase in Honor Roll achievement from 2012 to 2016, and a 6% decrease in student ineligibility from 2012 to 2016. The passing rates for the 2015-2016 are 89% in E.L.A., 90% in science, 94% in social science, and 85% in mathematics.

Additionally, surveys of staff, students, parents, and community members indicate an almost unanimous favoring of the block schedule. Anecdotal conversations with all stakeholders overwhelmingly reflect an academic culture of in-depth instructional time, less academic stress, and more student time to complete assignments well.

While the block schedule has proven successful thus far, there have been challenges. Most notably, larger class sizes and fewer opportunities for credit recovery have been a struggle. The district did fund a credit recovery period for the 2016-2017 school year in an effort to support graduating students. The courses are hosted in a physical classroom, using online curriculum, and are A-G approved.

Also, having  $\frac{1}{4}$  of the staff on prep at any given time can make scheduling and coverage difficult. There has also been some concern expressed in regard to the block schedule affecting Advanced Placement courses and their alignment with the A.P. Exams in May. Teachers, students, and parents have shared a concern about a lack of continuity and guidance during the critical times of the testing season and the already rigorous pace of the courses. Many teachers have attempted to remedy these concerns by offering optional tutoring sessions and lunchtime study groups.

Since the implementation of the RVHS Block Schedule, neighboring districts have visited and observed in order to witness a successful transition from a small comprehensive site to a 4x4 schedule. In an effort to continually improve our school, the block schedule continues to be reviewed, revised, and adapted to meet the needs of Rio Vista High School students. Staff and administration are looking forward to continuing to conduct visitations at other schools with differing schedules.

### Math Remediation

The River Delta Unified School District implemented Common Core Math Standards with Common Core Textbooks during the 2014-2015 school year. The RVHS Math Department met and analyzed Algebra grades, test results, and placements exams for past and present students to create a plan for the most effective and seamless transition into Common Core. After an extensive study of the data, the department made the decision to offer Algebra 1A and Algebra 1B alongside Algebra 1 during the 2015-2016 school year.

However, after the completion of the 2015 Block A, it was evident that many RVHS students were not meeting the standards and were not prepared to complete Algebra standards. The Math Department gave every freshman student a placement test and analyzed the data. The

results indicated a clear need for severe remediation. Due to the small enrollment at RVHS, we were able to restructure the master schedule and implement two Algebra Support classes. The District supported this extension of coursework by purchasing remediation materials and identifying a Special Education teacher to assist in teaching support classes. The end of the year placement test reflected that 75% of students in Algebra Support improved at least one grade level.

Rio Vista High School will continue implementation of the support class, and others, during the 2016-2017 school year. While the block schedule has assisted tremendously in credit recovery, there are still students needing Algebra credits to meet graduation requirements. The district has funded two teachers to provide credit recovery instruction to students during the school day. In addition, teachers offer support to struggling students both one-on-one, outside of school hours, and through the Math Tutoring program, which is hosted 4 days a week in our school computer lab.

### **Improved Technology**

Since the WASC visit of 2014, the technology on campus has developed and deployed many new systems and supports. These new systems have greatly increased the integration of technology within the classroom, giving teachers more tools to provide interesting, multi-faceted, and salient instruction for students.

- The “Project Lead the Way” Grant enabled RVHS to have a state of the art 32 station computer lab, while also upgrading all computers in the E Building Computer Lab.
- The district has provided RVHS with two- 32 Chrome Book mobile labs, with plans to purchase an additional mobile lab during the 2016-2017 school year.
- During the 2016-2017 school year, a new Graphic Design course was offered, complete with Adobe software licenses, 24 Apple iMac computer stations.
- All classrooms have either Promethean or Smart Boards, projectors, and document cameras. Every teacher has a Microsoft Surface Pro Workstation.
- As a site, we are progressing toward a cloud-based practice, utilizing the online system Aeries for grades, student information, and attendance. Teachers and students are utilizing Google Classroom for communication, coursework, and assignment submission.
- The district has purchased software programs specific to high school curriculum, including Turnitin.com and Learnerator.com. These additions have provided teachers and students with support in content area classes that have significant writing and assessment components.
- Starting during the 2015-2016 school year, Lanschool Software was utilized on school computers to assist in reporting, managing, and monitoring technology in relation to harassment and bullying.

### **Career Technical Education (CRANE Grant)**

River Delta Unified School District received a CRANE grant during the 2015-2016 school year. The mission of CRANE is to provide students in the Capital Region with rigorous academic instruction and career pathways, which are linked to economic and labor market needs and trends; thus helping students to become the leading entrepreneurial workforce for the next economy.

Rio Vista High School was able to provide pathways in Construction, Agriculture and Natural Resources, Culinary Arts, and Information and Communications Technologies. In addition, the Project Lead the Way Engineering Pathway was included in the CRANE grant. This has given RVHS students access to the “School to Work Coordinator”, who supports all the pathways by providing field trips, professional development, and other career readiness supports to students, while also working on developing skills and assessments to provide specific certifications to students who complete pathways.

Career Technical Education offers a unique opportunity to engage students in a variety of subjects, incorporating academic, creative and technical skills, with the specific goal, nowhere else represented in education, of preparing students for variable the elements of life that comes after high school.

RVHS expects Career Technical Education to be an integral part of every student’s education so that all students graduate from high school prepared for postsecondary education, a competitive member of the global workforce, and ready for life as positive, contributing members of society.

During the Fall of 2016, Rio Vista High School implemented Work Experience, a program that allows 11<sup>th</sup> and 12<sup>th</sup> grade students in good academic standing to receive high school credit by working in local employment opportunities. River Delta Unified School District has hired a Work Experience Coordinator who will mentor the students and support the employers.

### **Mentorship Program**

In an effort to support the whole student body, and increase student engagement, and promote a positive academic culture, Rio Vista High School implemented a Mentorship Program during the 2015-2016 school year. All students on campus were given a list of adults on campus, including teachers, instructional aides, custodial staff, etc., and were asked to select three adults from whom they would feel comfortable seeking assistance. The Vice Principal then divided the students among the staff and the first mentorship meeting occurred in the spring of 2016. Each mentor was provided with an introductory agenda. Staff collaborated following the meeting and modified and expanded the mentorship program based upon the review.

### **RVHS Writing Center**

During the 2015-2016 school year, the English department introduced the concept of a schoolwide Writing Center. Staff were provided with release time to identify program components and to choose curriculum. Student tutors were interviewed, selected, and trained in the components and curriculum for the 2016-2017 school year. The Writing Center is up and running, providing students with extra support and learning opportunities. However, for this tool to be truly utilized and effective for our students, the staff feels that the program needs to be modified into a class, open during the school day, as many of our students ride district transportation to and from school and are unable to utilize the after school resource.

### **Parental Communication and Awareness**

When RVHS transitioned from SchoolLoop to Aeries, the staff was given a streamlined, easily accessible mode of communicating with parents and families. Parents and families now have full access to students grades, assignments, attendance, and behavior interventions.

Beyond the Aeries interface, RVHS provides a weekly bulletin distributed via mail, monthly newsletters, a dialer, a marquee, and two Arena-Conferencing opportunities, all in an effort to keep parents informed and connected to the school and their student's success.

During the 2015-2016 school year, staff volunteered to present at grade-level parent meetings. These meetings were widely attended and were tailored to the specific grade level needs. Following the presentations, a light meal and a Q&A session were included to provide an opportunity to build relationships between teachers and families.

### **Schoolwide A.V.I.D.**

Rio Vista High School has embraced A.V.I.D. (Advancement Via Individual Determination) and the identified schoolwide strategies that all teachers utilize. Specific areas of focus include critical reading, marking the text, organization of materials with school-wide binder and Cornell notes, and inquiry-based discussions, such as Socratic Seminars. RVHS staff is currently over 50% trained in A.V.I.D. strands and strategies, with many new teachers participating in the Summer Institute 2016.

### **Additional Curricular Offerings**

Since the WASC visit of 2014, numerous new curricular offerings have been added to our master schedule. The block schedule provided opportunities for additional classes in math, science, including A.P. Statistics, and Athletic Leadership. Additionally, A.P. Psychology, A.P. Spanish, Sculpture and Ceramics, Agricultural Environmental Science, and A.V.I.D.12 were added to our approved A-G course offerings.

We continue to expand our Engineering pathway with the addition of a Digital Electronics course, as well as our Communications Pathway with a Graphic Design Course.

### **Common Core Implementation and Instruction**

The most significant changes that Rio Vista High School has faced over the past three years has been the transition to the new Common Core State Standards (CCSS) and the adoption of the California Assessment of Student Performance and Progress (CAASPP) via Smarter Balanced as a replacement for the Standardized Testing and Reporting (STAR) program.

RVHS staff has been working diligently for the past two years in preparation for the practice and first round of planned formal testing. Both of these trials were achieved with the improved site and district technology being key to this success.

In transition to the new CCSS, new textbooks were adopted for Algebra and Geometry during the 2015-2016 school year. New English Language Arts and Algebra II textbooks will be adopted in the 2016-2017 school year.

Our staff members have attended numerous off-site conferences designed to stimulate understanding of new standards and instructional methodologies. The professional practices shared with our instructors were tailored to support student achievement in math and English, and, notably, in the achievement among our target groups of Hispanic/Latino, English Learners, and S.E.D. students.



### **Positive School Culture**

During the 2014 Self-Study Process, the staff and stakeholders concluded that one goal of Rio Vista High School was to work on building a positive school culture. The self-study itself spoke to a standing culture of stability, trust, openness, and collaboration, as well a fundamental belief that all students can learn. This culture empowered the staff to investigate strategies and methods to improve instruction, engagement, learning, and success. The staff is passionate about creating and building systems that help students help themselves and each other, through collaborative learning, shared responsibility, and academic inquiry.

### **Campus Beautification**

Over the past three years, Rio Vista High School has invested much time and resources in updating and beautifying the campus and classrooms. Bringing together parents, community members, students, and staff, the RVHS gymnasium received a facelift during the summer of 2016, with new interior paint.

The school has also invested in multiple new garbage cans, placed thoughtfully around the school campus, in an effort to decrease litter. The library was outfitted with new furniture and the Class of 1965 alumni purchased picnic tables for students to utilize around campus. There have also been multiple landscaping projects throughout the campus as well.

### **Conclusion**

To summarize, the school changes have been universally positive and significant. Rio Vista High School has enjoyed the opportunity to experiment and grow over the past three years and we are confident that the wide variety of programs, innovations, mandates, and positive culture are coalescing nicely to help us address the needs of those students identified as underserved or underperforming, while simultaneously transforming our site into a model 21<sup>st</sup> century school.

### III. Ongoing School Improvement

Rio Vista High School staff and faculty have been diligently and deliberately maintaining a focused follow-up process for both our WASC Action Plan and the Visiting Committee recommendations. Responsibility for addressing these goals and recommendations has fallen primarily on the Leadership Team and committees with a considerable amount of direction and leadership coming from the site administration and Director of Educational Services. This is due in large part to the transformation and turnover our site has seen in our faculty. Each of the three years has seen new staff members, unfamiliar with our school's plan and goals, and the subsequent teaching and direction of these. This is a double-edged sword, as it means having a staff unfamiliar with the WASC process, but also a constant eye on the goal and review of the steps each year.

Three of the primary arenas for sustaining the implementation of our Action Plan Goals and fulfillment of Visiting Committee recommendations have been:

1. Regular meetings of the RVHS Leadership Team including Department Chairs, Vice Principal, Counselor, Leadership Class Instructor, Athletic Director, and various other staff members.
2. Regular planning and meeting sessions with the RVHS School Site Council.
3. Monthly Early Release Wednesday collaborative meetings with RVHS Faculty. Due to the small size of the staff and faculty, all had a voice in the monthly meetings.

Beyond these forums, various stakeholder groups have all played parts in the continued implementation of our WASC Action Plan. These have included: English Language Advisory Council (ELAC), RVHS Booster Club, RVHS Agricultural Advisory Committee, Student Leadership Class, Rio Vista Police Department, and various service clubs and groups within the community.

This year's progress report was written collaboratively by all departments, by all faculty members, and coordinated by Principal Victoria Turk, along with the Vice Principal and Counselor. We decided that the best way to gather a comprehensive insight into the various tools and approaches used by our teachers to address our goals was to meet collaboratively as a staff, and then to utilize one voice in writing these thoughts, ideas, and discussions into the report.

Beginning in the fall of 2015, the RVHS Leadership Team had its first meeting. It was designed to serve both as a refresher on the findings of our last self-study, as well as to stimulate committee discussion of the WASC-related actions. Each member was either a chair or co-chair of one of the five WASC categories, and had been charged with the authority of review and revision for their category, highlighting progress, and staff impressions.

The result of the Leadership meetings in conjunction with the follow-up writing tasks was an authentic and genuine process of introspection and self-evaluation. The overall reports from the various key staff members were positive, well-thought out, and honest analyses of our progress. The committees did not need to be reminded of our stated goals or of our ongoing challenges.

It seemed that the Action Plan crafted in 2014 was very much in keeping with our genuine goals as educators, and as a faculty, we are keeping these foci at the forefront of our

planning. As one added bonus, this process served to bring new faculty members who were not present for the 2013 WASC process up to speed.

This progress report process continued on in the fall of 2016, with additional stakeholders getting involved. In October of 2016, a WASC-centered, 2 hour staff meeting was hosted in order to bring all staff members up to speed on the process of the progress report as well as to disseminate the most up-to-date student achievement and demographic data. This initiated discussions about progress toward goals, as well as the refinement of our action plan to meet our students' needs.

Beyond faculty committees, parent and community groups, such as Boosters Club, Site Council, ELAC, and parent advisory groups were given a forum to discuss our stated goals and the Action Plan. Once again, all stakeholders embraced this process and took to heart their charge of maintaining ownership of our growth process. Early in 2017, Principal Turk took the progress report draft to the RDUSD Superintendent and Director of Educational Services for their input.

#### **IV. Progress on Critical Areas for Follow-Up/ Schoolwide Action Plan**

In 2013, through the Self-Study process, Rio Vista High School faculty and staff identified the following as our site's **critical learner needs**:

##### ***Critical Learner Need #1: Student Engagement and Emotional Safety***

A focus on Student Engagement and Emotional Safety is justified by the perception data, anecdotal evidence and teacher reports. Our students are simply unengaged in their educational process owing to a lack of connection and/or a lack of acceptance on campus. Building a positive environment on campus, while not “data driven,” will have an effect on our student performance, and conversely the data. It is our hope that we transform our school into a place where students will enjoy learning and building healthy, positive relationships with their peers and teachers.

##### ***Critical Learner Need #2: Close the Socio-Economically Disadvantaged Gap***

A focus on Socio-Economically Disadvantaged Students is justified in that this subgroup is growing at a rate faster than any other subgroup. Therefore, we will be able to assist the most students by pushing forward an effort in addressing these students' needs. This subgroup is simply too large and in too much need to be ignored. In fact, a large amount of the other subgroups also fall under the umbrella of S.E.D.

##### ***Critical Learner Need #3: College and Post-Secondary Culture***

A focus on developing a College and Post-Secondary Culture on campus is justified by the EAP, SAT, ACT and CAHSEE data. Rio Vista High School students are not being prepared for college level work, nor are they themselves planning for it. Students have consistently not taken the EAP exam seriously, only 54% of RVHS Seniors attempt the SAT and only 12% attempt the ACT. These assessments are indicators of both ability and interest. Anecdotally, our students report a lack of drive, understanding, and support in attempting post-secondary education.

It was through this self-reflection and discourse that Rio Vista High School staff created and committed to the following action plan:

**RVHS Schoolwide Action Plan-2013**

<b>Goals/ Critical Learner Needs</b>	<b>Monitor Progress Tools</b>
Goal 1: Develop programs that support student engagement and safety alongside a network that fosters infrastructure for students and families in crisis. (Critical Learner Need #1: Student Engagement and Emotional Safety)	<ol style="list-style-type: none"> <li>1. Establish a Mentoring Program within the Intervention Schedule</li> <li>2. Establish Relationships with County and State Organizations</li> <li>3. Peer2Peer Leadership</li> <li>4. Develop Infrastructure for Reporting and Managing Harassment and Bullying</li> </ol>
Goal 2: Implement processes and supports that encourage S.E.D. students to raise grades and test scores while developing a network to support these students and families in obtaining the tools and resources available. (Critical Learner Need #2: Close the Socio-Economic Disadvantaged Gap)	<ol style="list-style-type: none"> <li>1. Freshman Parent Night/ (ELAC)</li> <li>2. Explore and/or Implement a Block Schedule</li> <li>3. Creation of a Writing Center</li> <li>4. A.V.I.D. Cultural Training</li> <li>5. Computer Lab Modernization</li> </ol>
Goal 3: Develop a post-secondary culture on campus that nurtures both college-bound and career-bound students in developing goals, plans, and support for life after high school. (Critical Learner Need #3: College and Post-Secondary Culture)	<ol style="list-style-type: none"> <li>1. Approval of A.V.I.D. as a College-Prep Elective (G)</li> <li>2. College/Career Fair</li> <li>3. Explore and/or Implement Block Schedule</li> <li>4. Creation of Writing Center</li> <li>5. Tracking System for Graduates</li> <li>6. Update and Improve Technology on Campus</li> </ol>
Goal 4: Develop support systems and standard practices to increase the rigor and proficiency of students in the English Language Arts. (Critical Learner Need #2: Close the Socio-Economic Disadvantaged Gap & Critical Learner Need #3: College and Post-Secondary Culture )	<ol style="list-style-type: none"> <li>1. Explore and/or Implement Block Schedule</li> <li>2. Creation of Writing Center</li> <li>3. Articulation with middle school</li> <li>4. Definition of Schoolwide Rigor and Best Practices</li> </ol>
Goal 5: Develop support systems and standard practices to increase the rigor and proficiency of students in mathematics. (Critical Learner Need #2: Close the Socio-Economic Disadvantaged Gap & Critical Learner Need #3: College and Post-Secondary Culture)	<ol style="list-style-type: none"> <li>1. Explore and/or Implement Block Schedule</li> <li>2. Creation of Algebra Support Class and After-School Tutoring Program</li> <li>3. Articulation with middle school</li> <li>4. Definition of Schoolwide Rigor and Best Practices</li> </ol>

**Goal 1:** Develop programs that support student engagement and safety alongside a network that fosters infrastructure for students and families in crisis. (Critical Learner Need #1: Student Engagement and Emotional Safety)

**Monitor Progress Tools:**

1. Establish a Mentoring Program within the Intervention Schedule
  - The Adult/Student Mentor Program was started during the 2015-2016 school year. Students on campus have chosen an adult mentor that they respect and with which they feel comfortable. These groups meet quarterly and provide a safe adult for each student on campus.
2. Establish Relationships with County and State Organizations
  - Our school counselor accepts the responsibility for C.S.U. Sacramento Social Work college students to intern on our campus. During the 2015-2016 school year, we have three interns who worked with our students in both the academic and emotional forums. This has enabled RVHS to have additional adults for students to connect with.
  - The River Delta Unified School District contracts with Rio Vista CARE, a non-profit, mental health and family resource counseling center, to provide counseling to both individuals and groups. RDUSD also employed a mental health worker to assist families in crisis.
3. Peer2Peer Leadership
  - Freshmen/Senior Buddies are established at the beginning of each school year to provide support for incoming students.
4. Develop Infrastructure for Reporting and Managing Harassment and Bullying
  - Starting during the 2015-2016 school year, Lanschool Software was utilized on school computers to assist in reporting, managing, and monitoring technology in relation to harassment and bullying.

**Progress:**

- RVHS has embraced new clubs and activities for our students. We now have a Wrestling team, dance club, and LGBTQ club.
- The majority of teachers on campus have an open door policy before and after school and during lunch. Students gravitate to various teachers for tutoring, counseling, or a safe haven at lunch.
- RDUSD re-instated their School Attendance Review Board in the 2015-2016 school year. Families of students with attendance and/or behavior issues are referred to this Board. The Board consists of school, community, law enforcement, and government agencies. They have multiple resources to assist students and families struggling with these issues.
- The Acts of Random Kindness Club on campus works to continually improve the climate on the RVHS campus. At the beginning of the 2016-2017 school year, the members placed welcoming sticky notes on the lockers of every student for the first day of school. They provide a positive quote daily on the announcements. They created an anonymous compliment jar in the office. These compliments are distributed weekly. They are present at dances, rallies, and games providing positive reinforcement for all students.
- “Rammie of the Month” students are acknowledged by their teachers at a lunch for improvement, hard work, or acts of kindness.

**Goal 2:** Implement processes and supports that encourage S.E.D. students to raise grades and test scores while developing a network to support these students and families in obtaining the tools and resources available. (Critical Learner Need #2: Close the Socio-Economic Disadvantaged Gap)

**Monitor Progress Tools**

1. Freshman Parent Night/ (ELAC)

- Grade-level parent meetings are scheduled at the beginning of each school year. Teachers design the presentation for their specific grade levels. Topics include: homework help, study skills, remediation, credit recovery, emotional safety, etc. Parents of alumni are invited to share their personal experiences. Each grade-level meeting concludes with a Q&A session and a light meal. Spanish speaking parents have access to a headset and translator during the presentation.

2. Explore and/or Implement a Block Schedule

- Block Schedule was implemented and refined over the past three school years.

3. Creation of a Writing Center

- The RVHS Writing Center was opened in September of 2016.

4. A.V.I.D. Cultural Training

- Due to the high turnover of staff and faculty, this task has not been completed, however, administration is currently in the process of scheduling these trainings for new staff members.

5. Computer Lab Modernization

- Rio Vista High School has seen vast improvement in technology over the past three school years including new and upgraded workstations, Chromebooks, Mac Lab and the implementation of the AERIES gradebook, attendance and Student Information System.

**Progress:**

- All students on campus have a 4-year plan that is updated yearly.
- All students meet with an adult prior to scheduling classes to ensure they are on track for graduation.
- After school tutoring is provided 4 days per week. A credit recovery program is offered 2 days per week.
- Detention, suspension, ineligibility list, honor roll, and A.P. enrollments are reflective of school diversity.
- Algebra Support Classes and Algebra 1A and 1B provided to support struggling students.
- Two E.L.D. periods are provided to group students according to level and ensure individualized instruction.
- 3 sections of A.V.I.D. are offered during the school year.

**Goal 3:** Develop a post-secondary culture on campus that nurtures both college-bound and career-bound students in developing goals, plans, and support for life after high school. (Critical Learner Need #3: College and Post-Secondary Culture)

**Monitor Progress Tools:**

1. Approval of A.V.I.D. as a College-Prep Elective (G)
  - RVHS's A.V.I.D. program was approved as a college prep elective during the 2015-2016 school year.
2. College/Career Fair
  - Every Spring, RVHS hosts a College and Career Fair in an effort to expose and excite students about their futures.
3. Explore and/or Implement Block Schedule
  - Block Schedule was implemented and refined over the past three school years.
4. Creation of Writing Center
  - The RVHS Writing Center was opened in September of 2016.
5. Tracking System for Graduates
6. Update and Improve Technology on Campus
  - Rio Vista High School has seen vast improvement in technology over the past three school years including new and upgraded workstations, Chromebooks, Mac Lab and the implementation of the AERIES gradebook, attendance and Student Information System.

**Progress:**

- River Delta Unified School District developed a 6 year plan during the 2015-2016 school year for all 7<sup>th</sup> and 8<sup>th</sup> grade students.
- Incoming 9<sup>th</sup> grade students have an 8<sup>th</sup> grade orientation prior to scheduling. Programs, elective overviews, graduation requirements, and A-G requirements are reviewed.
- 8<sup>th</sup> Grade Parent Night is also scheduled prior to the beginning of the school year.
- RVHS Principal, Vice Principal, Counselor, and teachers visit the middle school to assist students in the registration process.
- RVHS provides C.T.E. Pathways in Engineering, Culinary Arts, Agriculture, Construction, and Communications.
- School to Work Coordinator provides field trips to C.T.E. industries.
- A Work Experience Program was established in 2016.
- RVHS provides Advanced Placement classes in ELA, Math, Social sciences, Art, Spanish, and Psychology.
- A.V.I.D. students attend three college visitations.



**Goal 4:** Develop support systems and standard practices to increase the rigor and proficiency of students in the English Language Arts. (Critical Learner Need #2: Close the Socio-Economic Disadvantaged Gap & Critical Learner Need #3: College and Post-Secondary Culture)

**Monitor Progress Tools:**

1. Explore and/or Implement Block Schedule
  - Block Schedule was implemented and refined over the past three school years.
2. Creation of Writing Center
  - The RVHS Writing Center was opened in September of 2016.
3. Articulation with middle school
  - The local middle school has seen tremendous turnover in their staff and leadership over the past three years, making articulation and collaboration difficult. However, this remains a goal of RVHS. (See Goal 7).
4. Definition of Schoolwide Rigor and Best Practices
  - Following the WASC Self Study in 2013, RVHS staff came together and discussed and defined classroom rigor. (See Goal 6).

**Progress:**

- 100% of ELA teachers served on the textbook adoption committee for the River Delta USD ELA/ELD adoption.
- New ELA curriculum grades 9-12 were adopted and purchased for the 2016-2017 school year.
- Teachers will receive curriculum implementation training concurrent with the new adoption.
- RVHS will implement two periods of ELD instruction to accommodate the specific needs of our ELD students.
- ELD teachers will receive curriculum implementation training in ELA/ELD curriculum.
- In the fall of 2015, all ELA and ELD teachers attended a 4 day ELA/ELD Framework training at the San Joaquin County Office of Education.
- Teachers participated in AP Training in AP Literature and Composition and AP Language and Composition.
- During the spring of 2016, all 10<sup>th</sup> grade students were MAP (Measures of Academic Progress) tested in order to provide a baseline for strengths and weaknesses. This data was utilized to determine curricula focus areas and analyzed in preparation for the SBAC testing in spring of 2017.

**Goal 5:** Develop support systems and standard practices to increase the rigor and proficiency of students in mathematics. (Critical Learner Need #2: Close the Socio-Economic Disadvantaged Gap & Critical Learner Need #3: College and Post-Secondary Culture)

**Monitor Progress Tools:**

1. Explore and/or Implement Block Schedule
  - Block Schedule was implemented and refined over the past three school years.
2. Creation of Algebra Support Class and After-School Tutoring Program
  - Master schedule realigned to provide Algebra 1A, Algebra 1B, and Algebra Support and lower class sizes.
3. Articulation with middle school
  - The local middle school has seen tremendous turnover in their staff and leadership over the past three years, making articulation and collaboration difficult. However, this remains a goal of RVHS. (See Goal 7).
4. Definition of Schoolwide Rigor and Best Practices
  - Following the WASC Self Study in 2013, RVHS staff came together and discussed and defined classroom rigor. (See Goal 6).

**Progress:**

- 100% of math teachers served on the textbook adoption committee for the River Delta USD mathematics adoption.
- New math curriculum for Algebra and Geometry was adopted and purchased for the 2015-2016 school year.
- Teachers received curriculum implementation training in new adoption textbooks.
- Algebra II textbooks were adopted during the 2016-2017 school year and teachers received curriculum implementation training in the fall of 2016.
- New teacher enrolled and participated in a two-week Engineering and Mathematics Inspiring Thinking and Solutions (EMITS) summer institute through the California Mathematics and Science Partnership Grant.
- Teachers participated in AP training for AP Calculus and AP Statistics.
- During the spring of 2016, all 10<sup>th</sup> grade students were MAP (Measures of Academic Progress) tested in order to provide a baseline for strengths and weaknesses. This data was utilized to determine curricula focus areas and analyzed in preparation for the SBAC testing in spring of 2017.
- RVHS Math Department held weekly department meetings.

*The following two goals were added to the RVHS Action Plan based on recommendations made by the Visiting Committee.*

**Goal 6:** Define and discuss the term “rigor,” as there appears to be a lack of consistency between classrooms as to what rigor “looks like.” RVHS will collaborate and participate in professional development in designing classroom activities that move beyond the classroom textbook and encourage problem-solving.

**Progress:**

- Immediately following the Self Study, staff met and defined rigor as follows:

**The Definition of Rigor**

1. The curriculum should be complex for students, allowing them to struggle and grow through the process. Rigor means focusing on depth of learning, not the amount of work.
  2. We believe that students should be given texts and assignments that are the appropriate level of difficulty, but that they should also be supported by the teacher and their peers through the scaffolding of learning, modeling of thinking, reading, writing, and conversing.
  3. We want our students to be confident, take risks, and question themselves and others in the effort to advance. However, we want students to also accept criticism and be confident in revising work and thinking based on new understandings.
  4. Rigor is about challenging the students as they learn, not the end product of that learning. Journey, not destination.
- Rigor is the focus of collaborative Wednesdays, Leadership Team Meetings, Department Meetings, and Parent Focus Groups.
  - The English Department has spent the past three years working on Common Core teaching strategies. All English courses have pacing and unit plans built upon Common Core Standards. All English courses have new formative assessments, including constructed response items. All English teachers have been trained in the CSU ERWC (Expository Reading and Writing Course) and have identified units for each grade level.
  - The Math Department has had extensive training in the 8 Mathematical Practice Standards. They have adopted Big Ideas textbooks for Algebra, Geometry, and Algebra II. They have developed pacing guides for Algebra Support and Algebra 1A and 1B.
  - The Social Science Department has updated their unit plans during the 2014-2015 school year to embed the Common Core Literacy Standards. They have added writing assignments and constructed response assessments to their curriculum to provide the appropriate rigor.
  - The district has implemented a plan to transition to the NGSS (Next Generation Science Standards). The Science Department is progressing with professional development and modifying laboratory exercises and lessons to reflect NGSS.
  - Over 50% of the staff has attended A.V.I.D. Summer Institutes. A.V.I.D. professional development will continue to emphasize Writing, Inquiry, Collaboration, Organization, and Reading (WICOR) strategies, critical thinking activities and boost rigor in all curricular areas.
  - The District has subscribed to *Turn It In* and *Learnerator* software to assist teachers and students in understanding and producing rigorous work.

**Goal 7:** Develop and strengthen articulation with the feeder school, the community, parents, school staff, and post-graduation institutions vis a vis placement, expectations, curriculum, etc.

**Progress:**

- RVHS continues to work closely with the middle school staff and administration to ensure proper scheduling of 8<sup>th</sup> grade students.
- RVHS hosts an annual 8<sup>th</sup> grade visitation and an 8<sup>th</sup> grade orientation night for all incoming 8<sup>th</sup> grade students and parents.
- New administration and staff at the feeder school is encouraging and RVHS staff looks forward to multiple collaborative events with the middle school over the next school year.
- RVHS staff recognizes the need for cross-curricular collaboration within and between departments. Teachers have participated in several all-staff, pre in-service events including: WASC Action Plan activities, teacher led workshops, and a hand-scoring constructed response activity.
- RVHS hosts a career fair yearly to showcase graduates and local businesses in town.
- Students interact with local service clubs and share campus activities on a weekly basis.

## V. Schoolwide Action Plan Refinements

Rio Vista High School staff has worked diligently these past three years to update the school action plan. At the end of each school year, progress was documented and goals were re-evaluated and adjusted.

With the addition of the LCAP process and report, it has been important to make sure the goals and objectives found in the LCAP align with the goals and objectives in both the WASC action plan and the Single Plan for Student Achievement. We believe all three documents propel us in the same direction with a focus on student achievement and success. The goals are paralleled and scaffolded to make Rio Vista High School a better school.

The attached Action Plan reflects the five goals identified in the WASC Self Study of 2013 as well as the two additional goals recommended by the Visiting Committee.

As we have worked to address these goals, we have not really identified new issues, but rather new opportunities to address the concerns previously identified. We have also found that many of our measurement tools have become obsolete (i.e. CAHSEE scores) and have needed to be replaced with a more holistic monitor. While not all of our goals have been met, we are pushing in the correct direction.

Indeed, as can be seen throughout this report, it seems that each of the programs or policies that we have developed outside of the primary WASC Action Plan have been supportive of the WASC goals. This affirms our belief that our Action Plan is centered on student opportunity and achievement.

Over the past three year, various community stakeholders, educational committees, and school leaders have come to the same conclusion regarding our school's direction, purpose, and success. Our WASC Action Plan goals are very much in line with the ideas and policies that have been generated from and for our site in our Single Plan for Student Achievement, The Local Control Accountability Plan, and the Local Educational Area Plan.

### Legend

**Items in GREEN are tasks/goals that have been completed.**

**Items in RED are tasks/goals that need adjustment or attention.**

**Items in BLUE are new additions or changes to the original plan.**

~~**Items struck out have become immeasurable or obsolete.**~~

**Goal 1 (Area of Improvement):** Develop programs that support student engagement and safety alongside a network that fosters infrastructure for students and families in crisis. (Critical Learner Need #1: Student Engagement and Emotional Safety)

**Rationale/Critical Need:** Self-Study findings indicate a need to develop these programs as the perception data, anecdotal evidence, and teacher reports reflect such. Our students are unengaged in their educational process due to a lack of connection and/or lack of acceptance on campus.

**Supporting 2013 Data:**

- Healthy Kids Survey
- Perception/Survey Data
- Teacher/Anecdotal Evidence
- Participation in Voluntary Assessments (EAP, SAT, ACT, AP)
- Bullying/Harassment Incidents on Campus/Cyberspace

**Growth Targets:**

- 2013-14:     **-SAT participation rates will increase 10%**  
                  \*Within this 10%, there will be at least a 5% increase for the Latino subgroup participating in the exam.  
                  -EAP scoring “Ready for College” in English and Math will increase to **45%** and **35%**, respectively.  
                  **-Improve scores of student perceived acceptance on schoolwide survey by 15%.**
- 2014-15:     **-SAT participation rates will increase another 5%. (Over the past 3 years, the SAT participation has dropped by 5%. However, the ACT participation has risen by 20%, giving an aggregate increase of +15% in post-secondary readiness assessments.**  
                  -EAP scoring “Ready for College” in English and Math will increase to 50% and 40%, respectively. (**ELA=56%, Math=29%**).  
                  **-Improve scores of student perceived acceptance on schoolwide survey by 10%.**
- 2015-16:     **-SAT participation rates will increase another 5 %.**
- 2016-19:     -EAP scoring “Ready for College” in English and Math will increase to **60%** and 45%.  
                  -Improve scores of student perceived acceptance on schoolwide survey by 10%
- 

**SLOs Addressed:** Skillful Communicators, Responsible Citizens and Global Consciousness

**Impact on Student Learning of Academic Standards and SLOs:** As students gain acceptance and engagement with peers and teachers on campus, their academic achievement will consequently improve, as will their drive to continue their education in the post-secondary world.

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**Monitor Progress Tools:**

Tasks	Responsible Person(s) Involved	Professional Development/Resources	Means to Assess Improvement	Timeline	Reporting
1. Establish a Mentoring Program which Functions Within the Intervention Schedule	-All Staff -Mentoring Advisor	-“Mean Girls” Training -“Good Teaching” Conference -Cyber bullying Training -Research Mentoring Programs and Procedures -Trilogy Retirement Community	- Spring Student Survey -Detention Referrals -Absenteeism Rates -Participation in Extra-Curricular Activities	-Program Established and Running by Spring of 2015 <b>Established 2015-16 Ongoing</b> <b>Task Complete/Ongoing</b>	-SARC -SPSA -Board Meeting Presentations -Staff Meetings -School Site Council
2. Establish Relationships with County and State Organizations	-School Counselor	-Local and State Organizations and Resources -Conferences -Job Shadowing Program	-Rate of students receiving outside services	-Ongoing <b>CSU Sacramento Interns Work Experience 2016-17</b> <b>Task Complete/Ongoing</b>	-SARC -SPSA -School Site Council
3. Peer2Peer Leadership	-Students -Community Members -Project Advisor -All Staff	-School Site Visits -Research/ Training	-Students Reflections	-Fall 2014 <b>Student Body Conferences 2015, 2016</b> <b>ARK Club Ongoing</b>	-SARC -SPSA -Board Presentations -Student Testimonials
4. Develop Infrastructure for Reporting and Managing Harassment and Bullying	-Vice Principal -All Staff	-Local Police Department -Conferences -Trainings	-Student Surveys -Rate of Bullying and Harassment Reports -Hotline	-Fall 2014 <b>New Software for School Computers</b> <b>Harassment Hotline Ongoing</b>	-School Site Council -Leadership Class -Psychology Class

**Goal 2 (Area of Improvement):** Implement processes and supports that encourage S.E.D. students to raise grades and test scores while developing a network to support these students and families in obtaining the tools and resources available. (Critical Learner Need #2: Close the Socio-Economic Disadvantaged Gap)

**Rationale/Critical Need:** Self-Study findings indicate a growing rate of Socio-Economically Disadvantaged students. The data demonstrates that these students' achievement lag behinds that of their counterparts.

**Supporting 2013 Data:**

- CST Data
- CAHSEE Data
- Ineligibility Data
- Honor Roll Data
- AP Testing Participation
- SAT Participation and Achievement Data
- D/F Rates of Core Academic Classes
- Anecdotal Evidence of teachers, students, and parents

**Growth Targets:**

- 2013-14: **- Decrease the S.E.D. ineligibility by 1%**
  - Increase S.E.D. participation in SAT, ACT, and AP Exams by 1%
  - ~~- Increase the CAHSEE first time pass rate by S.E.D. students by 2%~~  
(CAHSEE discontinued)
- 2014-15: **- Decrease the S.E.D. ineligibility by another 1%**
  - Increase S.E.D. participation in SAT, ACT, and AP Exams by another 1%
  - ~~- Increase the CAHSEE first time pass rate by S.E.D. students by another 2%~~  
(CAHSEE discontinued)
- 2015-19: - Continue increasing participation and pass rates are at par with school average

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**SLOs Addressed:** Critical Thinkers, Skillful Communicators, Technology Users, Career Planners, and Adaptable Workers

**Impact on Student Learning of Academic Standards and SLOs:** As students engage with the supports developed, their academic achievement will grow and the gap between our subpopulations will diminish. Parents, learning of the existing and new supports, will seek out these tools that will allow their students to succeed.

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**Monitor Progress Tools:**

Tasks	Responsible Person(s) Involved	Professional Development/Resources	Means to Assess Improvement	Timeline	Reporting
1. Freshman Parent Night/ (ELAC)	-Counselor -Administration -All Staff -Program Advisors -Parents -Students -Parent Night Advisor	-Staff Training on paperwork	-Enrollment in Free /Reduced Lunch Program -Enrollment in Community Program	-Implement for the 2014/2015 school year Grade level parent meetings 2015/16. <b>Task Complete/ Ongoing</b>	-SARC -Board Meeting -SSC
2. Explore and/or Implement a Block Schedule Change	- Administration - All Staff - All Stakeholders	-School Observations -Research on Schedules and Data -Training for Teachers in Block Schedule Teaching -Planning Time	- D/F Rate Data Decrease -Ineligibility Rate Decrease -EAP Score Increases -Increased Involvement in Clubs/Extra Curricular	-Implement for the 2014/2015 school year -Data Analysis- 2015-16 Increased Honor Roll, decreased Ineligibility list, <b>Task Complete</b>	-SARC -Board Meeting -SSC -Aeries Grades -Student Surveys
3. Creation of a Writing Center	-English Department -Administration -Writing Center Advisor	-Training for Writing Center Tutors -Facilities -Computer/Technology Supports	-D/F Rate Data Decreases -Smarter Balance Assessments -EAP Data	-Spring 2015 Established Fall of 2016 <b>Task Complete</b>	-SARC -Board Meeting -SSC -Aeries Grades -Student Surveys
4. A.V.I.D. Cultural Training	-Administration -Staff -A.V.I.D. Coordinator	-Training for Staff	-Student Survey Data -D/F Rate Data	-Begin Training Summer 2014 -All Teachers Training by 2016 Teacher Turnover New Goal by 2018	-SARC -Board Meeting -SSC -Student Surveys
5. Computer Lab Modernization	-Administration -School Board	-Grant Funds -Booster Club -Community Involvement/Support -Facilities -Technology Support/IT	-D/F Rate Data Decreases -Smarter Balance Assessments -EAP Data	-Spring 2015 2 fully functioning computer labs, 2 Chrome book carts. AERIES.net <b>Task Complete</b>	-SARC -Board Meeting -SSC -Aeries Grades -Student Surveys

**Goal 3 (Area of Improvement):** Develop a post-secondary culture on campus that nurtures both college-bound and career-bound students in developing goals, plans, and supports for life after high school. Our goal is that every entering freshman is counseled, supported, and educated in their options, and the steps necessary to achieve them.

**Rationale/Critical Need:** Self-Study findings indicate that our students are unsure of their post-secondary futures. While many of our students have the drive and the dreams to be successful in the post-secondary world, many lack the basic knowledge of how to achieve their goals and the support to accomplish them.

**Supporting 2013 Data:**

- Survey Data
- FAFSA Data
- SAT/ACT Participation
- AP Enrollment/ Testing Participation
- A.V.I.D. Enrollment
- A-G Completion

**Growth Targets:**

- 2013-14:     **-A.V.I.D. Course Elective Submission- Complete**  
              **-SAT participation rates will increase 10%.**  
              **\*Within this 10%, there will be at least a 5% increase for the Latino subgroup participating in the exam.**  
              -EAP scoring “Ready for College” in English and Math will increase to **45%** and **35%**, respectively.
- 2014-15:     **-A.V.I.D. Elective class approved for “G” (College Prep Elective)-Complete**  
              **-SAT participation rates will increase another 5%.**  
              **(Over the past 3 years, the SAT participation has dropped by 5%. However, the ACT participation has risen by 20%, giving an aggregate increase of +15% in post-secondary readiness assessments.**  
              -EAP scoring “Ready for College” in English and Math will increase to 50% and 40%, respectively. **(ELA=56%, Math=29%).**
- 2015-19:     -SAT/ACT participation rates will increase another 5 %.  
              -EAP scoring “Ready for College” in English and Math will increase to **60%** and 45%, respectively.
- 2018-19:     -Become an A.V.I.D. Demonstration School

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**SLOs Addressed:** Technology Users, Career Planners, Adaptable Workers

**Impact on Student Learning of Academic Standards and SLOs:** As students are lead through the college and career planning process, they will become more engaged in their school work and have ownership of their post-secondary plans. We believe that this will motivate students to be active participants in their academic and extra-curricular lives, as opposed to passive observers.

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**Monitor Progress Tools:**

Tasks	Responsible Person(s) Involved	Professional Development/Resources	Means to Assess Improvement	Timeline	Reporting
1. Approval of A.V.I.D. as a college prep Elective (G)	-A.V.I.D. Site Coordinator -School Counselor -Administration -Director of Curriculum	-A.V.I.D. Institute	-A.V.I.D. Enrollment -4-year college acceptance	-Implement for the 2014/2015 school year -Data Analysis-2018/2019  <b>Task Complete</b>	-Course Catalog -School Board Meeting -A.V.I.D. Self-Evaluation (ISS)
2. College/Career Fair	-Vice Principal -School Counselor -All Staff -Community	-Community Support -Facilities	-Smarter Balance Data -SAT/ACT/AP Participation and Data -EAP Data	-Fall 2014/2015 <b>Spring 2015</b> <b>Spring 2016</b> <b>Task Complete/Ongoing</b>	-SARC -Board Meeting -SSC -Student Surveys
3. Explore and/or Implement a Block Schedule Change	-Administration -All Staff -All Stakeholders	-School Observations -Research on Schedules and Data -Training for Teachers in Block Schedule Teaching -Planning Time	-D/F Rate Data Decrease -Ineligibility Rate Decrease -EAP Score Increases -Increased Involvement in Clubs/Extra Curricular	-Implement for the 2014/2015 school year -Data Analysis-2015-16 <b>4 x 4 Block 15-16</b>  <b>Task Complete</b>	-SARC -Board Meeting -SSC -Aeries -Student Surveys
4. Creation of a Writing Center	-English Department -Administration -Writing Center Advisor	-Training for Writing Center Tutors -Facilities -Computer/Technology Supports	-D/F Rate Data Decreases -Smarter Balance Assessments -EAP Data	-Spring 2015  <b>Task Complete/Ongoing</b>	-SARC -Board Meeting -SSC -Aeries -Student Surveys
5. Tracking System for Graduates	-School Counselor -Leadership Class -System Advisor -Administration -Alumni	-Facilities to host Alumni Night	-Growing Network of Support -Teacher Modification of Teaching/Curriculum	-Spring 2013/2014	-SARC -Board Meeting -SSC -Student Surveys
6. Update and Improve Technology on Campus	-School Board -Administration -All Staff	-Technology Funding -Tech Support for Installation and Maintenance	-Smarter Balance Assessments -D/F Rate Data Decreases -Instructional Methodology Changes	-Spring 2015  <b>Task Complete</b>	-SARC -Board Meeting -SSC -Aeries -Student Surveys

**Goal 4 (Area of Improvement):** Develop support systems and standard practices to increase the rigor and proficiency of students in the English Language Arts. Our goal is that student scores and demonstration of standard mastery will increase as these systems and practices are implemented into the classroom.

**Rationale/Critical Need:** Self-Study findings indicate that our students are performing below expectation in the area of English Language Arts on both the EAP exam and standardized tests.

**Supporting 2013 Data:**

- Survey Data
- SAT/ACT Data
- EAP Data
- CELDT Data
- CAHSEE Data
- D/F Rates
- Lack of Schoolwide Rigor definition and implementation

**Growth Targets:**

- 2014-15:     **-Maintain 50% proficiency moving into Smarter Balanced Assessments (46%)**  
              **- SAT participation rates will increase another 5%.**  
              **-EAP scoring “Ready for College” in English will increase to 30%.**  
              **-Maintain high re-designation for our English Learner population.**  
~~-Maintain high initial pass rate of CAHSEE ELA Exam. (CAHSEE Obsolete)~~  
~~-Increase ELD initial pass rate of CAHSEE ELA Exam by 10%. (CAHSEE Obsolete)~~  
              **-Pass rates for ELA will reach 90%(85%).**
- 2015-16:     **-Increase ELA proficiency rates on Smarter Balanced Assessments by 5%. (+20%)**  
              **- SAT participation rates will increase another 5%.**  
              **-EAP scoring “Ready for College” in English will increase to 40%. (66%)**  
              **-Maintain high re-designation for our English Learner population.**  
~~-Maintain high initial pass rate of CAHSEE ELA Exam. (CAHSEE Obsolete)~~  
~~-Increase ELD initial pass rate of CAHSEE ELA Exam by 10%. (CAHSEE Obsolete)~~  
              **-Pass rates for ELA maintain at 90%. (89%)**
- 2015-19:     -SAT/ACT participation rates will increase 5 %.  
              -EAP scoring “Ready for College” in English will increase to **60%.**

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**SLOs Addressed:** Critical Thinkers, Adaptable Workers

**Impact on Student Learning of Academic Standards and SLOs:** As students become more proficient in English Language Arts, they will become more prepared for college and career. They will also learn tools and develop skills that allow for deeper thinking in English Language Arts and beyond.

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**Monitor Progress Tools:**

Tasks	Responsible Person(s) Involved	Professional Development/Resources	Means to Assess Improvement	Timeline	Reporting
1. Explore and/or Implement a Block Schedule Change	- Administration - All Staff - All Stakeholders	-School Observations -Research on Schedules and Data -Training for Teachers in Block Schedule Teaching -Planning Time	- D/F Rate Data Decrease -Ineligibility Rate Decrease -EAP Score Increases -Increased Involvement in Clubs/Extra Curricular	-Implement for the 2014/2015 school year -Data Analysis- 2015-16 4 x 4 block 15-16 <b>Task Complete</b>	-SARC -Board Meeting -SSC -Aeries Grades -Student Surveys
2. Creation of a Writing Center	-English Department -Administration -Writing Center Advisor	-Training for Writing Center Tutors -Facilities -Computer/Technology Supports	-D/F Rate Data Decreases -Smarter Balance Assessments -EAP Data	-Spring 2015 Fall 2016 <b>Task Complete/ Ongoing</b>	-SARC -Board Meeting -SSC -Aeries Grades -Student Surveys
4. Articulation with Local Middle School	-Administration -English Department -Counselor	-Planning and Meeting Time -Common Core Staff Development -Developing of Pacing Guides	-D/F Rate -EAP Data -SAT participation rate -Smarter Balanced Data -CAHSEE Data -CELDT Data	-Spring 2015	-Meeting Agendas -Board Meetings -Department Meetings
5. Definition of Schoolwide Rigor and Implementation of Best Practices	-Administration -School Staff -All Stakeholders	-Training in Rigor -Common Core Trainings -AVID Training -AP Training -GLAD Training -Planning Time	--D/F Rate -EAP Data -SAT participation rate -Smarter Balanced Data -CAHSEE Data -CELDT Data	-Spring 2015 <b>Task Complete</b>	-Meeting Agendas -Board Meetings -Department/ Staff Meetings -District-wide Training

**Goal 5 (Area of Improvement):** Develop support systems and standard practices to increase the rigor and proficiency of students in Mathematics. Our goal is that student scores and demonstration of standard mastery will increase as these systems and practices are implemented into the classroom.

**Rationale/Critical Need:** Self-Study findings indicate that our students are performing below expectation in the area of Mathematics on both the EAP exam and standardized tests.

**Supporting 2013 Data:**

- Survey Data
- SAT/ACT Data
- EAP Data
- CAHSEE Data
- D/F Rates
- Lack of Schoolwide Rigor definition and implementation

**Growth Targets:**

- 2014-15:     **-Maintain 50% proficiency moving into Smart Balanced Assessments (15%)**  
              **- SAT participation rates will increase another 5%.**  
              **-EAP scoring “Ready for College” in Math will increase to 10%. (15%)**  
              ~~-Maintain high initial pass rate of CAHSEE Math Exam. (CAHSEE Obsolete)~~  
              ~~-Increase ELD initial pass rate of CAHSEE Math Exam by 10%. (CAHSEE Obsolete)~~  
              **-Pass rates for Math will reach 85%.**
- 2015-16:     **-Increase proficiency rates on the Math Smarter Balanced by 5%. (29%)**  
              **- SAT participation rates will increase another 5%.**  
              **-EAP scoring “Ready for College” in Math will increase to 15%. (29%)**  
              ~~-Maintain high initial pass rate of CAHSEE Math Exam. (CAHSEE Obsolete)~~  
              ~~-Increase ELD initial pass rate of CAHSEE Math Exam by 10%. (CAHSEE Obsolete)~~  
              **-Pass rates for Math will reach 90%. (89%-A and B Term)**
- 2016-19:     -SAT/ACT participation rates will increase another 5 %.  
              -EAP scoring “Ready for College” in Math will increase to **45%**.

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**SLOs Addressed:** Critical Thinkers, Adaptable Workers

**Impact on Student Learning of Academic Standards and SLOs:** As students become more proficient in Mathematics, they will become more prepared for college and career. They will also learn tools and develop skills that allow for deeper thinking in STEM fields and beyond.

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**Monitor Progress Tools:**

Tasks	Responsible Person(s) Involved	Professional Development/Resources	Means to Assess Improvement	Timeline	Reporting
1. Explore and/or Implement a Block Schedule Change	- Administration - All Staff - All Stakeholders	-School Observations -Research on Schedules and Data -Training for Teachers in Block Schedule Teaching -Planning Time	- D/F Rate Data Decrease -Ineligibility Rate Decrease -EAP Score Increases -Increased Involvement in Clubs/Extra Curricular	-Implement for the 2014/2015 school year -Data Analysis- 2015-16 4 x 4 Block 15-16 <b>Task Complete</b>	-SARC -Board Meeting -SSC -Aeries Grades -Student Surveys
2. Creation of Algebra Support Class and After-School Tutoring Program	-Math Department -Special Education Department -Administration -Personnel for After-School Program	-Training for After-School Program -Facilities -Computer/Technology Supports -Curriculum	-D/F Rate Data Decreases -Smarter Balance Assessments -EAP Data	-Fall 2014 2015-16 2016-17 <b>Task Complete</b>	-SARC -Board Meeting -SSC -Aeries Grades -Student Surveys
4. Articulation with local Middle School	-Administration -Math Department -Counselor	-Planning and Meeting Time -Common Core Staff Development -Developing of Pacing Guides	-D/F Rate -EAP Data -SAT participation rate -Smarter Balanced Data -CAHSEE Data	-Spring 2015	-Meeting Agendas -Board Meetings -Department Meetings
5. Definition of Schoolwide Rigor and Implementation of Best Practices	-Administration -School Staff -All Stakeholders	-Training in Rigor -Common Core Trainings -AVID Training -AP Training -GLAD Training -Planning Time	-D/F Rate -EAP Data -SAT participation rate -Smarter Balanced Data -CAHSEE Data	-Spring 2015 <b>Task Complete</b>	-Meeting Agendas -Board Meetings -Department/ Staff Meetings -District-wide Training

**Goal 6 (Area of Improvement):** Define and discuss the term “rigor,” as there appears to be a lack of consistency between classrooms as to what rigor “looks like.” RVHS will collaborate and participate in professional development in designing classroom activities that move beyond the classroom textbook and encourage problem-solving.

**Rationale/ Critical Need:** Self-Study findings indicate a lack of continuity in academic rigor between classrooms. This lack of continuity affects student achievement and performance.

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**SLOs Addressed:** Critical Thinkers, Adaptable Workers

**Impact on Student Learning of Academic Standards and SLOs:** As the faculty and staff agree upon academic rigor and the student work reflects this, students will be challenged at a higher level, consistent with the intention of the Common Core Standards.

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**Progress:**

- Immediately following the Self Study, staff met and defined rigor.
- Rigor is the focus of collaborative Wednesdays, Leadership Team Meetings, Department Meetings, and Parent Focus Groups.
- The English Department has spent the past three years working on Common Core teaching strategies. All English courses have pacing and unit plans built upon Common Core Standards. All English courses have new formative assessments, including constructed response items. All English teachers have been trained in the CSU ERWC (Expository Reading and Writing Course) and have identified units for each grade level.
- The Math Department has had extensive training in the 8 Mathematical Practice Standards. They have adopted Big Ideas textbooks for Algebra, Geometry, and Algebra II. They have developed pacing guides for Algebra Support and Algebra 1A and 1B.
- The Social Science Department has updated their unit plans during the 2014-2015 school year to embed the Common Core Literacy Standards. They have added writing assignments and constructed response assessments to their curriculum to provide the appropriate rigor.
- The district has implemented a plan to transition to the NGSS (Next Generation Science Standards). The Science Department is progressing with professional development and modifying laboratory exercises and lessons to reflect NGSS.
- Over 50% of the staff has attended A.V.I.D. Summer Institutes. A.V.I.D. professional development will continue to emphasize Writing, Inquiry, Collaboration, Organization, and Reading (WICOR) strategies, critical thinking activities and boost rigor in all curricular areas.
- The District has subscribed to *Turn It In* and *Learnerator* software to assist teachers and students in understanding and producing rigorous work.

**Future Goals:**

- Cross Curricular Collaboration: -Establish a regularly scheduled collaboration for cross-curricular department meetings (1 per term). These meetings will be built into the regular Wednesday collaboration schedule. The staff has expressed interest in this over the past three years and look forward to deepening the connections between disciplines.
- By 2019, we would like to have 75% of the staff trained in Advanced Placement courses. We believe that this will not only develop teaching strategies, but imbue staff with curriculum and mindsets that align with our definition of rigor.
- By 2019, we would like to have 75% of our staff participate in at least one A.V.I.D. strand training. We believe that this will develop teachers’ strategies in their specific discipline and develop our schoolwide alignment to A.V.I.D. strategies.



**Goal 7 (Area of Improvement):** Develop and strengthen articulation with the feeder school, the community, parents, school staff, and post-graduation institutions vis a vis placement, expectations, curriculum, etc.

**Rationale/ Critical Need:** Self-Study findings indicate a lack of articulation and communication with the feeder school, community, parents, staff, and post-secondary institutions. In order to ensure student opportunity and success, these channels of communication must be strengthened and fortified.

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**SLOs Addressed:** Skillful Communicators, Career Planners

**Impact on Student Learned of Academic Standards and SLOs:** As these channels of communication grow, student curriculum will be comprehensive and scaffolded in order to ensure complete, rigorous, and holistic learning for each student. Students will also become more adept with college and career planning, via education of needs and requirements.

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**Progress:**

- RVHS continues to work closely with the middle school staff and administration to ensure proper scheduling of 8<sup>th</sup> grade students.
- RVHS hosts an annual 8<sup>th</sup> grade visitation and an 8<sup>th</sup> grade orientation night for all incoming 8<sup>th</sup> grade students and parents.
- New administration and staff at the feeder school is encouraging and RVHS staff looks forward to multiple collaborative events with the middle school over the next school year.
- RVHS staff recognizes the need for cross-curricular collaboration within and between departments. Teachers have participated in several all staff pre in-service events including: WASC Action Plan activities, teacher led workshops, and a hand-scoring constructed response activity.
- RVHS hosts a career fair yearly to showcase graduates and local businesses in town.
- Students interact with local service clubs and share campus activities on a weekly basis.

**Future Goals:**

- Develop a schedule of collaborative meetings between the middle school and high school and the individual departments in an effort to organize, evaluate, and reform curriculum.
- By 2019, we would like to develop pacing guides that demonstrate continuity, scaffolding, and rigor for the academic courses ranging from 8<sup>th</sup> grade -12<sup>th</sup> grade.



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

445 Montezuma Street  
Rio Vista, CA 94571-1651

**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

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

From: Don Beno, Superintendent

Item Number: 10.1

**SUBJECT** Request to approve the minutes from the Board of  
Trustee's meeting held on February 21, 2017

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

**Background:**

Attached are the minutes from the Board of Trustee's meeting held on:  
February 21, 2017.

**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

February 21, 2017

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on February 21, 2017, at Isleton Elementary School, Rio Vista, California.
2. **Roll Call of Members:**
  - Alicia Fernandez, President
  - Don Olson, Vice President
  - Marilyn Riley, Clerk (absent)
  - Sarah Donnelly, Member
  - Chris Elliott, Member (arrived 6:15pm)
  - Katy Maghoney, Member
  - David Bettencourt, Member

Also present: Don Beno, Superintendent
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
  - 3.1 Board President Fernandez announced items on the Closed Session Agenda.
  - 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
  - 3.3 Approve Closed Session Agenda and Adjourn to the **Closed Session**
4. Board President Fernandez asked for a motion to adjourn the meeting to Closed Session @ 5:36 pm  
Member Bettencourt moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Donnelly, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Elliott)
5. **Open Session was reconvened at 6:38 pm**
  - 5.1 Roll was retaken, Member Riley 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 Delta High School's FFA students
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)  
Board President Fernandez reported that the Board took the following actions during closed session:
  - 4.1.1 The stipulated expulsion case number 1617-321-005 was approve as recommended.  
Motion carried by roll call vote: 5 (Ayes: Fernandez, Olson, Donnelly, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Elliott)
  - 4.2 The Board received information regarding possible or pending litigation, no action was taken.
  - 4.3 **Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases** [Government Code Section 54957]
    - 4.3.4 Complaint, Discipline, Dismissal, Non-Reelects, & Releases
      - 4.3.4.1 Resolution #726 Release and Non-Reelect of certificated employees hired under temporary contracts for the 2016-2017 school year – Don Beno  
Motion carried by roll call vote: 5 (Ayes: Fernandez, Olson, Donnelly, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Elliott)
      - 4.3.4.2 Resolution #727 non-re-employment for the 2017-2018 school year for Probationary 0, I & II Certificated Staff – Don Beno  
Motion carried by roll call vote: 5 (Ayes: Fernandez, Olson, Donnelly, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Riley, Elliott)
    - 4.3.5 Employee/Employer Negotiation – The Board received information - no action was taken.
7. **Review and Approve the Open Session Agenda**  
Member Bettencourt moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Donnelly, Elliott, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Riley)

8. **Public Comment:** Cecille Giacoma, reporter for the River News Herald, although the Board couldn't answer any of her questions, she asked if the district was thinking of leasing or selling its licenses, and would this decision effect the students and the radio club. She has hopes that Radio Rio continues not only for the students but because the community members rely on it as an emergency outreach in case of disasters in the delta.

Susan Whitesell, a concerned citizens thanked many for their support of the radio station. Ms. Whitesell feels the district has taken a few steps in the right direction but would like to know what are the district's long term plans for the radio station and would be willing to help a committee, if organized, to research and draft a long term plan for the survival of Radio Rio that benefits the students and the community.

Loretta Abbott, the counselor at Rio Vista High School, has met with many students one on one and they have confided to her that they feel the radio station is their place where they feel comfortable, at home and are very passionate about its existence. She said that the students feel like a part of the school where they hadn't felt that way before they were involved with the radio station. Ms. Abbott feels that the Radio Rio is invaluable to the students and hopes that we could find a way to sustain the station and program.

## 9. Reports, Presentations, Information

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

- 9.1.1 Board Members' report(s): None to report
- 9.1.2 Committee Report(s): None to report
- 9.1.3 Superintendent Beno's report(s) – Mr. Beno asked for those who spoke in support of the radio station to make sure that they leave their contact information so that he may contact them in regards to some of their questions.

Mr. Beno thanked the bargaining units, tentative agreements have been reached. Before the Board can action upon and approve the agreements the county office will need to approve the agreements. The negotiated items will be brought to the Board for approval in March.

Mr. Beno thanked Shirley Owens, the transportation assistant and acknowledge the exceptional work she has provided in obtain a grant that will provide 100% funding to purchase a new school bus. The grant funds should hopefully be received in June so that a bus can be purchased early next year.

Mr. Beno addressed an item that has been brought up at several board meetings, which is redistricting the trustee boundary areas. Mr. Beno worked with a sub committee consisting of himself and two board members, Member Fernandez and Member Donnelly, on re-districting of the trustee areas and how they are allocated. Mr. Beno stated that six years ago the Board was presented with information and a suggestion on how to redistrict and reallocate new trustee areas. It was mentioned at a board meeting recently that the Board was in violation from not redistricting at that time. Mr. Beno made clarification that the Board has not violated any laws by not redistricting at that time. River Delta Unified School District has an option to redraw the trustee boundary areas after each census but it's not mandated. Mr. Beno gave scenarios of the different kinds of districts, who must redistrict by law and which districts have a choice to redistrict or not. There are three kinds of districts, Mr. Beno gave a scenario for each kind. First scenario; one board member per trustee area, citizens in each trustee area can only vote for a member in their defined area. This scenario must redistrict after each census. Second scenario; an at large district where anyone within the district's boundaries can be voted in as a Board member even if all members live in the same area, there are not trustee boundaries. This scenario is not required to redistrict after each census. Third scenario, a hybrid district, which is what River Delta USD falls under, were a Board member lives a trustee area but is voted at large by all areas. Since the district falls under the hybrid district structure it is not required to redistrict after each census, therefore a violation has not occurred. Mr. Beno asked for direction from the Board on whether to move forward or not to start the process of redistricting as this time. The Board's direction to Superintendent Beno was to not move forward in redistricting at this time.

### 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 - Elizabeth Keema-Aston reported that the district will be applying for an emergency waiver for the absences in December due to the flu and the local area flooding and road closures.
- 9.2.2 Monthly Financial Report - Elizabeth Keema-Aston reported that the tax revenues were received.

- 9.2.3 Summary of the Governor's Budget Report – Ms. Keema-Aston summarized a few items from the Governor's Budget Report. Ms. Keema-Aston mentioned that the COLA is significantly lower than anticipated and will be reflected in the multiyear projection in the Second Interim Report what will be presented at the March board meeting.
- 9.2.4 Maintenance, Operations & Transportation Update - Craig Hamblin, acknowledged Shirley Owens for the work she has been providing in the transportation department. Mr. Hamblin also wanted to thank the drivers for working and adapting during the all the weather related issues on the roads. The drivers have been working on the fly, adapting their routes to insure students were transported to and from school. Mr. Hamblin reported that modifications were made to the new school bus that crosses the ferry to keep it from scraping the ramp while loading. California Highway Patrol will need to certify the bus before it can be put into service. Mr. Hamblin also reported that there has been vandalism on some of the busses.

Mr. Hamblin mention that maintenance staff has been very busy dealing with weather related issues.

- 9.3 Other – Educational Services' Reports and/or Presentation(s) – Kathy Wright, Director of Educational Services
  - 9.3.1 Educational Services and Special Education Updates – Kathy Wright was not in attendance.
  - 9.3.2 TOSA Technology presentation – Marcy Rossi the district's teacher on special assignment (TOSA) thanked the Board, Mr. Beno, Amy Bettencourt and Kathy Wright for creating and supporting this position. The presentation showed some of the new programs that are vital components that are used each day (Aeries.net, Aeries gradebook, google classroom, Smarter Balance Digital Library etc.). Ms. Rossi has provided technical support and districtwide trainings to the district's staff and students as well as one on one workshops. Ms. Rossi demonstrated some of the new resources available to the teachers and how they can access components for the new curriculum. The resources are unlimited but getting comfortable with technology in the classroom maybe a challenge for some. Ms. Rossi is dedicated to making this endeavor fun as well as educational, technology is a focus for the future.
  - 9.3.3 Shanan Spears introduced the Delta High School's FFA officers who made a presentation to the Board of trustees, PROSPER was the area of focus. Delta High School's online floral shop provided flowers to the Board and panel.

## 10. **Consent Calendar**

- 10.1 Approve Board Minutes
  - Regular Meeting of the Board, January 10, 2017
- 10.2 Receive and Approve Monthly Personnel Reports
  - As of February 21, 2017
- 10.3 District's Monthly Expenditure Report
  - January 2017
- 10.4 Request to approve the overnight travel for Rio Vista High and Delta High School's FFA students to attend the Annual California State FFA Convention April 22-25, 2017 in Fresno, CA – Vicky Turk and Laura Uslan
- 10.5 Request to approve the Independent Contract for Services Agreement with April Seto to provide psychological services for the 2016-2017 school year at a cost not to exceed \$20,000, Special Educational Funds – Sue Moehlenbrock
- 10.6 Request approve the Independent Contract for Services Agreement with Panorama Education to provide LCAP aligned surveys for teachers, parents and students for the 2016-2017 school year at a cost not to exceed \$4,000, Education Service funds – Kathy Wright
- 10.7 Request to approve the 2016-2017 General Agreement for Nonpublic, Nonsectarian School/Agency Jane Johnson Speech Therapy to provide speech therapy services for a district student at a cost not to exceed \$1000 – Sue Moehlenbrock
- 10.8 Request to approve the 2016-2017 General Agreement for Nonpublic, Nonsectarian School/Agency BECA to provide a functional behavior assessment and coaching at a cost not to exceed \$12,000, Special Educational Funds – Sue Moehlenbrock
- 10.9 Request to approve the 2016-2017 General Agreement for Nonpublic, Nonsectarian School/Agency Building Blocks Behavior Consultants, Inc. to provide a functional behavior assessment for a district student at a cost not to exceed \$4,000, Special Educational Funds – Sue Moehlenbrock
- 10.10 Request to approve the Rio Vista High School fundraising event "Swim-A-Thon" to benefit the Rio Vista High School's swim team – Vicky Turk
- 10.11 Request to Approve the Rio Vista High School fundraising event "Chocolate Bar Sale" to benefit RVHS Dance Crew – Vicky Turk

10.12 Donations to Receive and Acknowledge:

**Rio Vista High School – Girls Soccer Team**

Soroptimist International of Rio Vista - \$300  
Susan D. La Hargoue - \$50  
Nancy A. McClelland - \$25  
Susan Davidson Schaefer - \$100  
Tammy Trujillo - \$75  
Moreno Trenching LTD. - \$300

**Rio Vista High School – Incentive Fund**

Raymond and Cosette Oneto  
Dan and Delinda Bowers  
Tony and Amy Bettencourt  
Jerry and Nadine Penick  
Kaz Omoto

Jerry and Nadine Penick – Beans for Booster Club Dinner and their \$100 winnings back to RVHS

**Rio Vista High School – Joseph Turk Scholarship Fund**

Kyle Turk

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

Board President Fernandez acknowledged those who donated and thanked them for their support.

11. Request to approve the first reading of the updated or new Board Policies, Administrative Regulation and Exhibits due to new legislation or mandated language and citation revisions as of October 2016 including miscellaneous mandated and conditionally mandated policies – Don Beno

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

12. Request the Board to take whatever action they deem necessary to respond to the California School Boards Association (CSBA) Delegate Assembly Elections: Official 2017 Delegate Assembly Ballot for Sub-Region 6-B (Postmarked by March 15, 2017; results to be released by April 3, 2017) – Don Beno

Member Bettencourt moved not to place a vote for the Official 2017 Delegate Assembly Ballot for Sub-Region 6-B, Member Donnelly seconded. Motion carried 5 (Ayes: Fernandez, Olson, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Abstained: Elliott): 1 (Absent: Riley)

13. Request to approve the agreement with Nicolay Consulting Group to conduct an Actuarial Valuation of Post Retirement Benefits for an amount not to exceed \$6,800 – Elizabeth Keema-Aston

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

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

15. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

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

16. The meeting was adjourned at 7:40 p.m.

Submitted:

Approved:

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Don Beno, Superintendent and  
Secretary to the Board of Trustees

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Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder  
End



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

**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item No.: 10.3

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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: Fri, Mar 03, 2017, 11:47 AM



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014285 ACADEMIC ENTERTAINMENT 19909 78TH AVENUE S.E. SNOHOMISH, WA 98296  (800) 883-9883	845.00	MIGRANT ED PRESENTATION	02/23/2017	17333231 PO-170847	845.00	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010  (800) 608-2272	256.32	JANUARY 2017 ACSA DUES	02/07/2017	17330519 PV-170395	256.32	N
002739 ALL WEST COACHLINES INC 7701 WILBUR WAY SACRAMENTO, CA 95828  (916) 423-4000	1,466.40	62257 DHS SPORTS TRAVEL 62527 DHS SPORTS TRAVEL	02/07/2017 02/23/2017	17330510 PO-170163 17333243 PO-170163	733.20 733.20	N N
003580 APALIT, LIGAYA 614 W. TYLER ISLAND BRIDGE RD. ISLETON, CA 95641  (916) 777-5410	205.70	ISLE JAN MILEAGE ISLE CONF REIMB	02/09/2017 02/16/2017	17331111 TC-170167 17332299 TC-170176	10.70 195.00	N N
012312 BALLANCE MPT, MICHAEL R 12270 KIRKWOOD STREET HERALD, CA 95638  (209) 663-8013	350.00	SP ED PHYS THERAPY	02/09/2017	17331068 PO-170307	350.00	7
014367 BANK OF AMERICA PO BOX 15710 WILMINGTON, DE 19886-5710  ( 0) - 0	6,080.37	F5 SUPPLIES-AMAZON BUS OFF ETHERNET SWITCH-AMAZON F5 CAEYC AIRFARE-SOUTHWEST DHW PRIZES/SUPPLIES DHW PRIZES/SUPPLIES DHW PRIZES/SUPPLIES RVHS SUPPLIES AMAZON RVHS PROJECTOR LAMPS AMAZON RVHS MONITORS-AMAZON	02/23/2017 02/23/2017 02/23/2017 02/23/2017 02/23/2017 02/23/2017 02/23/2017 02/23/2017 02/23/2017	17333232 PO-170747 17333232 PO-170751 17333232 PO-170764 17333232 PO-170776 17333232 PO-170776 17333232 PO-170776 17333232 PO-170777 17333232 PO-170781 17333232 PO-170782	1,383.15 35.26 421.80 144.73 11.22 11.22 150.77 63.68 472.08	N N N N N N N N N

ISLE SUPPLIES AMAZON	02/23/2017	17333232	PO-170786	38.49	N
ISLE SUPPLIES AMAZON	02/23/2017	17333232	PO-170786	63.80	N
BUS OFF BATTERY BACKUP AMAZON	02/23/2017	17333232	PO-170787	58.80	N
BRD MEMBERS NAME PLATES	02/23/2017	17333232	PO-170792	84.50	N
ED SV SUPPLIES FOR CAREER FAIR	02/23/2017	17333244	PO-170793	1,821.68	N
USLAN REGIST JOB FAIR	02/23/2017	17333232	PO-170794	200.00	N
DHS SUPPLIES-AMAZON	02/23/2017	17333232	PO-170796	204.31	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014367 BANK OF AMERICA (Continued...)		ED SV SONOMA ST CAREER FAIR	02/23/2017	17333232 PO-170797	350.00	N
		BOARD MICROPHONE SYSTEM	02/23/2017	17333232 PO-170805	587.32	N
001560 BAUDVILLE INC	188.77	3164503 DHW SUPPLIES	02/23/2017	17333233 PO-170807	14.63	N
5380 52ND STREET, SE		3164503 DHW SUPPLIES	02/23/2017	17333233 PO-170807	14.63	N
GRAND RAPIDS, MI 49512-9765		3164503 DHW SUPPLIES	02/23/2017	17333233 PO-170807	188.77	N
( ) -						N
012586 BAY ALARM	16,286.38	RVHS ALARM	02/09/2017	17331096 PV-170408	1,940.16	N
60 BERRY DRIVE		RMS ALARM	02/09/2017	17331096 PV-170408	393.81	N
PACHECO, CA 94553		DO ALARM	02/09/2017	17331096 PV-170408	546.75	N
		RVHS FIRE MONITORING	02/09/2017	17331096 PV-170408	3,882.00	N
(209) 465-1986		DO ALARM	02/09/2017	17331096 PV-170408	3,493.26	N
		DO ALARM	02/09/2017	17331096 PV-170408	360.09	N
		RMS FIRE MONITORING	02/16/2017	17332290 PV-170416	188.06	N
		DO ALARM	02/16/2017	17332290 PV-170416	334.22	N
		RVHS ALARM	02/16/2017	17332290 PV-170416	92.80	N
		BATES ALARM	02/16/2017	17332290 PV-170416	236.16	N
		RVHS ALARM	02/16/2017	17332290 PV-170416	153.15	N
		RVHS ALARM	02/16/2017	17332290 PV-170416	342.96	N
		RVHS ALARM	02/16/2017	17332290 PV-170416	110.17	N
		BATES ALARM	02/23/2017	17333265 PV-170424	264.28	N
		DO ALARM	02/23/2017	17333265 PV-170424	265.25	N
		DO ALARM	02/23/2017	17333265 PV-170424	3,683.26	N
012147 BECERRA, LUCIA	105.42	ASP JAN MILEAGE	02/23/2017	17333278 TC-170181	35.14	N
P.O. BOX 64		ASP JAN MILEAGE	02/23/2017	17333278 TC-170181	35.14	N
RYDE, CA 95680		ASP JAN MILEAGE	02/23/2017	17333278 TC-170181	35.14	N
( 0) - 0						N
011231 BECERRA, MARIA ELENA	229.39	BATES SUPPLIES	02/09/2017	17331067 PO-170366	229.39	N
PO BOX 98						
COURTLAND, CA 95615						
( ) -						N
013642 BLACK POINT ENVIRONMENTAL INC	1,490.40	1855 PROJ #247 MAGNOLIA	02/23/2017	17333266 PV-170425	1,490.40	N

930 SHILOH RD BLDG 40F  
WINDSOR, CA 95492

(707) 837-7407

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615  ( ) - N	68.48	WG JAN MILEAGE	02/16/2017	17332300 TC-170177	68.48	N
010520 CASCD PO BOX 1841 OROVILLE, CA 95965  ( 0) - 0 N	660.00	17-1781 ED SV CONF	02/16/2017	17332271 PO-170753	660.00	N
014606 CASCWA DELTA SIERRA SECTION C/O MARCELLA GARCIA PO BOX 565 WOODLAND, CA 95776  (530) 667-5404 N	1,425.00	ED SV CONF REGIST ED SV CONF REGIST ED SV CONF REGIST	02/23/2017 02/23/2017 02/23/2017	17333234 PO-170846 17333234 PO-170846 17333234 PO-170846	475.00 475.00 475.00	N N N
002616 CDT INC 250 N GOLDEN CIRCLE DRIVE SUITE 210 SANTA ANA, CA 92705  (562) 986-4200 N	150.00	43385 DOT DRUG TESTING	02/09/2017	17331097 PV-170398	150.00	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( ) - N	3,541.38	MOKE WASTE SERV ISLE WASTE SERV WG WASTE SERV BATES WASTE SERV	02/07/2017 02/07/2017 02/07/2017 02/07/2017	17330520 PV-170388 17330520 PV-170388 17330520 PV-170388 17330520 PV-170388	111.88 67.95 1,439.68 798.78 1,123.09	N N N N N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641  (916) 777-7847 N	658.00	170125 HVAC REPAIRS	02/09/2017	17331072 PO-170411	658.00	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039  ( ) - N	525.52	29793897 CMS XEROX LEASE	02/07/2017	17330511 PO-170169	525.52	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641  (916) 777-7770 N	411.05	59111 ISLE SEWER SERVICE	02/07/2017	17330512 PO-170017	411.05	N
000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571  ( ) - N RIO VISTA FIRE	5,336.22	RVHS SEWER DHW SEWER RMS SEWER DO SEWER RVHS WATER DHW WATER RMS WATER DO WATER	02/14/2017 02/14/2017 02/14/2017 02/14/2017 02/14/2017 02/14/2017 02/14/2017 02/14/2017	17331706 PV-170411 17331706 PV-170411 17331706 PV-170411 17331706 PV-170411 17331706 PV-170411 17331706 PV-170411 17331706 PV-170411 17331706 PV-170411	1,775.62 265.44 118.89 197.06 1,129.70 289.64 1,379.33 180.54	N N N N N N N N
013796 CLM GROUP INC, THE 10200 SW GREENBURG RD.#360 PORTLAND, OR 97223  (800) 755-0904 N	938.94	30039 CAFE USB KEYPADS 30039 CAFE USB KEYPADS 30039 CAFE USB KEYPADS	02/09/2017 02/09/2017 02/09/2017	17331108 PV-170399 17331108 PV-170399 17331108 PV-170399	72.77 72.77 938.94	N N N
012507 COMMITTEE FOR CHILDREN 2815 SECOND AVENUE SUITE 200 SEATTLE, WA 98121-3207  (800) 634-4449 N	439.00	273997 F5 ISLE SUPPLIES 273997 F5 ISLE SUPPLIES 273997 F5 ISLE SUPPLIES	02/23/2017 02/23/2017 02/23/2017	17333235 PO-170788 17333235 PO-170788 17333235 PO-170788	34.02 34.02 439.00	N N N
000162 COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGMENT DEPT 10590 ARMSTRONG AVENUE	2,058.00	ISLE HEALTH PERMIT WG HEALTH PERMIT BATES HEALTH PERMIT	02/07/2017 02/07/2017 02/07/2017	17330529 PV-170386 17330529 PV-170386 17330529 PV-170386	686.00 686.00 686.00	N N N

MATHER, CA 95655-4153

(916) 875-8484

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000454 COX, LINDA #6 HILL CT. RIO VISTA, CA 94571  ( ) - N	240.12	STALEDATE WARRANT#99567884	02/23/2017	17333268 PV-170426	240.12	N
013390 CRONIN, JANE PO BOX 884 RIO VISTA, CA 94571  (707) 374-4789 N	106.03	RVHS SUPPLIES	02/16/2017	17332275 PO-170413	106.03	N
013798 CROWE HORWATH LLP 320 E JEFFERSON BOULEVARD PO BOX 7 SOUTH BEND, IN 46624-0007  ( ) - Y	4,000.00	PROF SERV. FINAL 10% 6/30/16	02/09/2017	17331098 PV-170407	4,000.00	7
013302 D & S PRESS 1105 "A" AIRPORT ROAD RIO VISTA, CA 94571  (707) 374-2442 N	70.44	SP ED STEIN BUSINESS CARDS	02/07/2017	17330503 PO-170772	70.44	N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139  (888) 693-2827 N	11,467.41	134249 ED SV SPANGLER LAPTOP 134159 DW TECH SERVICE 134159 DW TECH SERVICE 134159 DW TECH SERVICE 134159 DW TECH SERVICE 134159 DW TECH SERVICE 134159 DW TECH SERVICE	02/07/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017	17330504 PO-170798 17331073 PO-170201 17331073 PO-170201 17331073 PO-170201 17331073 PO-170201 17331073 PO-170201 17331094 PO-170201	1,060.41 2,081.40 104.07 104.07 104.07 7,805.25 208.14	N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087  (800) 736-0220 N	1,095.74	53010525 LEASE AGRMENT 53198281 F5 PRINTER LEASE 53340739 DO PRINTER LEASE	02/07/2017 02/09/2017 02/23/2017	17330513 PO-170642 17331074 PO-170484 17333245 PO-170016	373.40 84.86 637.48	N N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612  (916) 995-1335	146,965.00	FEBRUARY 2017 TAX IN LIEU	02/07/2017	17330521 PV-170384	146,965.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407  (707) 570-1000	99.60	55E1360376 ISLE SERV CONTRACT 55E1359231 BATES MAINT AGRMNT 55E1363003 WG PRINTER COSTS	02/07/2017 02/09/2017 02/23/2017	17330514 PO-170058 17331075 PO-170362 17333246 PO-170025	40.98 29.87 28.75	N N N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328  ( ) -	170.95	DO DRINKING WATER	02/09/2017	17331095 PV-170396	170.95	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166  ( ) -	7,460.46	222748/222770/223120 FUEL 223035 TRANS FUEL	02/09/2017 02/23/2017	17331076 PO-170271 17333247 PO-170271	4,718.39 2,742.07	N N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482  (916) 653-5380	1,413.15	L0653705504 SEF LOCAL EXP CHR	02/09/2017	17331099 PV-170409	1,413.15	N
002897 FRIEDEL, MANDI 500 S. 2ND STREET RIO VISTA, CA 94571  ( ) -	67.80	DHW SUPPLIES	02/09/2017	17331112 TC-170164	67.80	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014600 GIGAKOM, INC 3615 KEARNY VILLA RD #201 SAN DIEGO, CA 92123  (858) 769-5417 N	9,627.45	E6035BA1C DUAL BAND RUCKUS	02/16/2017	17332272 PO-170775	9,627.45	N
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826  (916) 706-1255 Y	594.50	373 ATTY FEES 373 ATTY FEES	02/09/2017 02/09/2017	17331100 PV-170400 17331100 PV-170400	507.50 87.00	Y Y
014483 GOSS, HEATHER 18158 COUNTY RD #96B WOODLAND, CA 95695  ( 0) - 0 N	232.82	F5 SUPPLIES F5 MILEAGE	02/09/2017 02/09/2017	17331077 PO-170567 17331113 TC-170173	80.67 152.15	N N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479  (916) 372-7800 N W.W. GRAINGER	628.32	MAINT SUPPLIES	02/23/2017	17333248 PO-170125	628.32	N
014449 GROWING HEALTHY CHILDREN THERAPY SERVICES, INC 3498 GREEN VALLEY RD RESCUE, CA 95672  (530) 391-8670 N JON CHU	360.00	RDUSD1701 SP ED ASST TECHN	02/16/2017	17332276 PO-170311	360.00	N
012288 HALL, JENNIFER PO BOX 1024 ISLETON, CA 95641  ( ) - N	106.14	ISLE JAN/FEB MILEAGE	02/23/2017	17333279 TC-170182	106.14	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354  (209) 604-8533	5,241.67	SP ED OCC THERAPY W/E 01/26 SP ED OCC THERAPY W/E 01/19 SP ED OCC THERAPY W/E 2/2 SP ED OCC THERAPY W/E 2/9	02/07/2017 02/07/2017 02/16/2017 02/16/2017	17330515 PO-170092 17330515 PO-170092 17332277 PO-170092 17332277 PO-170092	1,566.67 1,150.00 1,200.00 1,325.00	N N N N
000472 HENRY GO MD INC P.O. BOX 338 COURTLAND, CA 95615  ( ) -	170.00	TRANS SANCHEZ DMV EXAM HASTINGS DMV EXAM	02/09/2017 02/23/2017	17331101 PV-170405 17333269 PV-170429	85.00 85.00	6 6
013968 HIBMA, DONNA 655 RUBIER WAY RIO VISTA, CA 94571  ( ) -	8.35	CAFE JAN MILEAGE	02/09/2017	17331122 TC-170169	8.35	N
013395 HIROMOTO, LINDSAY 37690 JEFFERSON BLVD CLARKSBURG, CA 95612  (916) 995-0576	69.15	DHS REIMB SUPPLIES	02/23/2017	17333280 TC-170183	69.15	N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 9055 DES MOINES, IA 50368-9055  ( ) -	1,306.35	MAINT SUPPLIES RVHS WOOD SHOP SUPPLIES DHS AG SUPPLIES	02/23/2017 02/23/2017 02/23/2017	17333249 PO-170126 17333249 PO-170470 17333249 PO-170563	542.70 411.79 351.86	N N N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116  (800) 225-5425	2,746.93	952914716 ED SV BOOKS 952915421 ED SV BOOKS	02/16/2017 02/16/2017	17332273 PO-170105 17332273 PO-170107	805.77 1,941.16	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014548 HUNTER, RENEE 10005 RIVER MIST WAY RANCHO CORDOVA, CA 95670  ( 0) - 0 N	28.89	SP ED MILEAGE	02/09/2017	17331114 TC-170170	28.89	N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206  (707) 374-4037 N	384.74	2903471 RVHS SUPPLIES 2878169 ISLE SUPPLIES 2911726 ISLE SUPPLIES	02/09/2017 02/09/2017 02/09/2017	17331078 PO-170180 17331078 PO-170353 17331078 PO-170353	249.14 72.00 63.60	N N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912  (916) 928-0770 N	433.86	0DZ647/OFA537/IFA849 CMS LSE OED482 RVHS MAINT AGRMNT	02/09/2017 02/09/2017	17331079 PO-170170 17331079 PO-170182	236.28 197.58	N N
012870 INTEGRATED FIRE SYSTEMS 269 TECHNOLOGY WAY SUITE 5 ROCKLIN, CA 95765  (530) 637-5322 N	435.00	23689 DHS SERVICE CALL	02/09/2017	17331060 PO-170156	435.00	N
001147 JAY'S TOWNING LLC P.O. BOX 608 RIO VISTA, CA 94571  (707) 374-1411 Y	200.00	MAINT HAMBLIN TRUCK TOW	02/09/2017	17331102 PV-170404	200.00	7
014023 JORGENSEN SPORTS SERVICE 4735 WHITNEY BOULEVARD ROCKLIN, CA 95677  (916) 624-4243 Y	5,602.00	RVHS SPORTS OFFICIALS	02/23/2017	17333236 PO-170789	5,602.00	7
000203 LAKESHORE LEARNING MATERIALS	257.97	1076150217 F5 SUPPLIES	02/23/2017	17333250 PO-170047	128.70	N



2695 E DOMINGUEZ STREET  
CARSON, CA 90895

5129840117 WG SUPPLIES

02/23/2017 17333237 PO-170759

129.27 N

(800) 424-4772

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011595 LAND PARK ACADEMY 6400 FREEPORT BLVD SACRAMENTO, CA 95822	6,845.39	0201172 NPS DUES 02011703 NPS DUES	02/09/2017 02/09/2017	17331080 PO-170309 17331080 PO-170310	3,870.77 2,974.62	N N
(916) 427-2273		N ADVANCE EDUCAT				
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	252.72	#55 RVHS SUPPLIES #55 RVHS CULINARY SUPPLIES #135 ED SV SUPPLIES	02/16/2017 02/16/2017 02/16/2017	17332278 PO-170284 17332278 PO-170468 17332291 PV-170417	124.80 93.77 34.15	N N N
(707) 374-5399		N				
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	60.28	MAINT SUPPLIES	02/23/2017	17333251 PO-170132	60.28	N
(866) 232-7443		N				
000711 LYMAN PARTS DEPOT 14301 RAILROAD AVE WALNUT GROVE, CA 95690-	81.54	13112 MAINT SUPPLIES	02/09/2017	17331081 PO-170133	81.54	N
(916) 776-1744		N THE LYMAN GROU				
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	213.48	F5 MILEAGE	02/09/2017	17331115 TC-170174	213.48	N
( ) -		N				
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115	616.78	95560534001 SP ED BOOKS	02/07/2017	17330508 PO-170744	616.78	N
(614) 755-4151		N				
012735 MCKINLEY ELEVATOR CORP. 555 FULTON ST SUITE 202	501.00	A089042 MAINT ELEVATOR REP	02/09/2017	17331061 PO-170582	501.00	N

SAN FRANCISCO, CA 94102

(415) 626-9951

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551  (925) 606-9000	420.00	1227133 RMS MODULAR LEASE	02/23/2017	17333277 PV-170436	420.00	N
		N MCGRATH RENTCO				
014245 MOEHLNBROCK, SUSAN 174 OXBOW MARINA DR. ISLETON, CA 95641  (707) 330-8685	425.53	SP ED JAN MILEAGE	02/09/2017	17331116 TC-170166	425.53	N
		N				
014526 MUSIC TO GROW ON PO BOX 980743 W. SACRAMENTO, CA 95798  ( 0) - 0	380.00	3740 SP ED MUSIC THERAPY	02/16/2017	17332279 PO-170308	380.00	Y
		Y BESSIE BARTH				
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757  ( ) -	466.22	WG SUPPLIES WG SUPPLIES WG MILEAGE WG MILEAGE WGMILEAGE WGMILEAGE WG REIMB TB TESTS	02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/23/2017 02/23/2017 02/23/2017	17331082 PO-170518 17331082 PO-170602 17331117 TC-170175 17331117 TC-170175 17333281 TC-170184 17333281 TC-170184 17333281 TC-170185	100.00 84.48 36.38 132.72 11.40 76.24 25.00	N N N N N N N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815  (916) 922-1075	416.16	K7824 TRANS TIRES	02/09/2017	17331083 PO-170240	416.16	N
		N				
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802  ( ) -	506.48	TRANS PARTS	02/09/2017	17331084 PO-170242	506.48	N
		N O'REILLY AUTOM				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001590 OFFICE DEPOT P.O. BOX 630813 CINCINNATI, OH 45263-0813  ( ) - N	188.01	DHS SUPPLIES	02/23/2017	17333252 PO-170730	188.01	N
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571  ( ) - N	321.85	MAINT SUPPLIES #822 RVHS SUPPLIES	02/09/2017 02/16/2017	17331085 PO-170134 17332280 PO-170600	298.53 23.32	N N
011105 PAPA P.O. BOX 80095 SALINAS, CA 93912-0095  (831) 442-3536 N	100.00	MAINT REGIST D. ALEXANDER	02/23/2017	17333238 PO-170837	100.00	N
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571  ( 0) - 0 N	64.20	ISLE JAN MILEAGE	02/09/2017	17331118 TC-170172	64.20	N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690  (916) 776-1215 N	79.72	WG JAN MILEAGE	02/16/2017	17332301 TC-170178	79.72	N
013805 PERLOT, MAKAYLA 60 ELM AVE GALT, CA 95632  ( ) - N	21.69	WG SUPPLIES	02/09/2017	17331086 PO-170581	21.69	N
003270 PG&E	199.35	RADIO RIO ELECT	02/07/2017	17330522 PV-170390	19.21	N

685 EMBARCADERO DRIVE  
SACRAMENTO, CA 95605

DHW ELECTRIC

02/16/2017 17332292 PV-170418

180.14 N

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N PACIFIC GAS AN

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002428 PICENO, ROBYN 1122 FIRST STREEET GALT, CA 95632	210.00	STALEDATE WARRANT #99501185	02/23/2017	17333270 PV-170430	210.00	N
( ) -						N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823	13,006.27	SP ED NPS DUES SP ED NPS DUES SP ED NPS DUES SP ED NPS DUES	02/23/2017 02/23/2017 02/23/2017 02/23/2017	17333253 PO-170339 17333253 PO-170341 17333253 PO-170342 17333253 PO-170569	2,936.07 2,990.60 3,180.60 3,899.00	N N N N
(916) 422-0571						N
014127 PSAT / NMSQT 12192 COLLECTION CENTER DRIVE CHICAGO, IL 60693	1,140.00	ED SV PSAT TEST FEES DHS	02/23/2017	17333239 PO-170844	1,140.00	N
( ) -						N
014599 QUALITY SCIENCE LABS PO BOX 159 37888 HWY 24 LAKE GEORGE, CO 80827	1,499.70	147052 ED SV MOKE LAB KITS 147052 ED SV MOKE LAB KITS 147052 ED SV MOKE LAB KITS	02/09/2017 02/09/2017 02/09/2017	17331062 PO-170785 17331062 PO-170785 17331062 PO-170785	116.23 116.23 1,499.70	N N N
(866) 700-1884						N
012541 R.A. JONES CONSTRUCTION P.O. BOX 835 THORNTON, CA 95686	52,112.00	WG RESTROOM MODERNIZATION	02/23/2017	17333271 PV-170431	52,112.00	N
(209) 794-8185						N
014603 RADIOGROUP PO BOX 693 RIO VISTA, CA 94571	2,034.33	161216 RADIO RIO CONSULTING 170216 RADIO RIO PROJECT	02/14/2017 02/16/2017	17331708 PV-170412 17332293 PV-170419	68.65 1,965.68	Y Y
( 0) - 0		Y GORDAN WHITING				
011565 RALEY'S	248.63	5000034 DHS AG SUPPLIES	02/09/2017	17331063 PO-170319	248.63	N

P.O. BOX 15618  
SACRAMENTO, CA 95852

( ) - N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014410 RAMBO, SONIA 9697 NATURE TRAIL WAY ELK GROVE, CA 95757	555.08	RMS SUPPLIES	02/07/2017	17330516 PO-170713	70.00	N
		RMS SUPPLIES	02/07/2017	17330516 PO-170713	102.86	N
		RMS SUPPLIES	02/16/2017	17332281 PO-170713	232.22	N
		RMS REIMB	02/23/2017	17333254 PO-170713	150.00	N
( 0) - 0 N						
012529 RGM AND ASSOCIATES 3230 MONUMENT WAY CONCORD, CA 94518	10,611.37	504 SP ED NEEDS PORTABLE	02/23/2017	17333276 PV-170437	2,000.00	N
		572 SP ED NEEDS PORTABLE	02/23/2017	17333276 PV-170437	2,690.00	N
		640 SP ED NEEDS PORTABLE	02/23/2017	17333276 PV-170437	2,296.37	N
		706 SP ED NEEDS PORTABLE	02/23/2017	17333276 PV-170437	500.00	N
		420 SP ED NEEDS PORTABLE	02/23/2017	17333276 PV-170437	3,125.00	N
( ) - N						
010843 RILEY, GINA P.O. BOX 114 RIO VISTA, CA 94571	21.94	SP ED MILEAGE	02/09/2017	17331119 TC-170171	21.94	N
( ) - N						
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	1,362.37	DO WASTE SERVICE	02/07/2017	17330523 PV-170387	117.00	N
		RVHS WASTE	02/16/2017	17332294 PV-170420	871.40	N
		DHW WASTE	02/16/2017	17332294 PV-170420	373.97	N
( 0) - 0 N						
013865 RIVER RATS SEPTIC & PLUMBING PO BOX 365 WALNUT GROVE, CA 95690	1,675.00	5604 MAINT WG/DHS PORTA PTTYS	02/09/2017	17331087 PO-170157	625.00	7
		1484 CMS SEWER SERV	02/23/2017	17333255 PO-170157	1,050.00	7
(916) 776-1600 Y RICHARD DAVIS						
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	355.54	TRANS PARTS	02/16/2017	17332282 PO-170245	355.54	7
( ) - Y						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010728 ROCKLER WOODWORKING AND HARDWARE P.O. BOX 500 MEDINA, MN 55340-0500  (763) 478-8245	8,538.58	4154437 CTEIG SUPPLIES 4137961 CTEIG SUPPLIES 4208699 CTEIG SUPPLIES 4148416 CTEIG SUPPLIES 4137961 CTEIG SUPPLIES	02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017	17332274 PO-170709 17332274 PO-170709 17332274 PO-170709 17332274 PO-170709 17332274 PO-170709	54.30 5,371.25 15.61 107.57 2,989.85	N N N N N
014206 RODRIGUEZ, JENNIFER 110 JANEWOOD CT FOLSOM, CA 95630  (916) 833-7401	59.04	CMS SUPPLIES	02/16/2017	17332283 PO-170548	59.04	N
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571  ( ) -	123.05	JAN MILEAGE	02/09/2017	17331120 TC-170165	123.05	N
014510 RSD TOTAL CONTROL 10170 CROYDON WAY SACRAMENTO, CA 95827  (916) 369-0203	464.13	59235785 MAINT HVAC SERVICE	02/23/2017	17333256 PO-170138	464.13	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415  (800) 288-9941	74.41	9476434 ASP SUPPLIES	02/23/2017	17333257 PO-170302	74.41	N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852  ( ) -	12,187.95	WG ELECT WG ELECT WG ELECT WG ELECT TRANS ELECT BATES ELECT BATES ELECT BATES ELECT	02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017	17331103 PV-170403 17331103 PV-170403 17331103 PV-170403 17331103 PV-170403 17331103 PV-170403 17331103 PV-170403 17331103 PV-170403 17331103 PV-170403	20.00 5,446.38 566.21 54.05 27.02 28.20 4,918.74 886.12	N N N N N N N N

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02/09/2017 17331103 PV-170403

241.23 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827  ( ) - N	116.29	MOKE SEWER	02/16/2017	17332295 PV-170421	116.29	N
012885 SALOMON, TRISHA 50 YOSEMITE DRIVE RIO VISTA, CA 94571  ( ) - N	9.48	ED SV REIMB	02/23/2017	17333282 TC-170186	9.48	N
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101  (800) 724-6527 N	1,324.00	F5 BOOKS PO#170699 18538884102 F5 BOOKS PO#170699 18538884102 F5 BOOKS PO#170699 18538884102	02/14/2017 02/14/2017 02/14/2017	17331709 PV-170415 17331709 PV-170415 17331709 PV-170415	102.61 102.61 1,324.00	N N N
012101 SCHOLASTIC READING /houghton m 333 N RANDALL ROAD ST. CHARLES, IL 60174  (800) 387-1437 N	6,802.79	710003804 ED SV BOOKS 710003803 ED SV BOOKS ED SV BOOKS PO# 170456/170288 ED SV BOOKS PO# 170456/170288 ED SV BOOKS PO# 170456/170288 ED SV BOOKS PO# 170456/170288	02/07/2017 02/07/2017 02/14/2017 02/14/2017 02/14/2017 02/14/2017	17330505 PO-170110 17330505 PO-170111 17331707 PV-170414 17331707 PV-170414 17331707 PV-170414 17331707 PV-170414	2,281.92 1,192.16 577.03 1,328.81 680.81 742.06	N N N N N N
002988 SCHOOL SERVICES OF CALIFORNIA PO BOX 15546 SACRAMENTO, CA 95852-1546  (916) 446-7517 N	1,025.00	W093778 BUS OFF GOV WRKSHOP W093778 BUS OFF GOV WRKSHOP W093778 BUS OFF GOV WRKSHOP	02/23/2017 02/23/2017 02/23/2017	17333240 PO-170511 17333240 PO-170511 17333240 PO-170511	410.00 410.00 205.00	N N N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942  ( ) - N	654.92	208117747448 MOKE SUPPLIES 208117728090 MOKE SUPPLIES 208117724962 MOKE SUPPLIES 208117773875 BATES SUPPLIES 308102675670 BATES SUPPLIES	02/09/2017 02/09/2017 02/09/2017 02/23/2017 02/23/2017	17331088 PO-170352 17331088 PO-170352 17331088 PO-170352 17333258 PO-170365 17333258 PO-170365	124.39 87.27 19.57 281.19 142.50	N N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	160,942.00	WORKMANS COMP INS PROP/LIABILITY INS	02/23/2017 02/23/2017	17333272 PV-170438 17333272 PV-170438	103,478.00 57,464.00	N N
( ) -						N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	6,810.00	ISLE SLY PARK DEPOSIT 171063 DW COURIER DATA 171063 DW COURIER DATA	02/07/2017 02/23/2017 02/23/2017	17330506 PO-170818 17333259 PO-170402 17333259 PO-170402	560.00 2,578.00 3,672.00	N N N
( ) -						N
014450 SCOTT TECHNOLOGY GROUP PO BOX 2851 ROHNERT PARK, CA 94928	60.03	222799 BATES PRINTER 222699 MOKE PRINTER	02/09/2017 02/09/2017	17331089 PO-170604 17331089 PO-170604	59.54 .49	N N
(707) 584-3995						N
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820	1,580.97	75178 TRANS EXTING SERVICE 75178 TRANS EXTING SERVICE 75178 TRANS EXTING SERVICE 75179 DO EXT SERVICE 75179 DO EXT SERVICE 75180 DHW EXT SERVICE 75180 DHW EXT SERVICE 75180 DHW EXT SERVICE 75179 DO EXT SERVICE 75182/75181 RMS/RVHS EXTNG SRV 75182/75181 RMS/RVHS EXTNG SRV 75182/75181 RMS/RVHS EXTNG SRV	02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/23/2017 02/23/2017 02/23/2017	17332284 PO-170249 17332284 PO-170249 17332284 PO-170249 17332284 PO-170264 17332284 PO-170264 17332284 PO-170264 17332284 PO-170264 17332284 PO-170264 17332284 PO-170264 17333260 PO-170264 17333260 PO-170264 17333260 PO-170264	340.80 4.41 4.41 42.00 .54 4.27 330.33 4.27 .54 11.22 11.22 867.84	N N N N N N N N N N N N
(916) 455-5630						N
012914 SEVER, AARON 1005 LINDA VISTA RIO VISTA, CA 94571	92.02	ISLE CONF REIMB	02/16/2017	17332302 TC-170179	92.02	N
( ) -						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013480 SHELDON GAS COMPANY	6,504.74	94649 BATES PROPANE	02/09/2017	17331104 PV-170402	2.83	N
1 HARBOR CENTER		94643 WG PROPANE	02/09/2017	17331104 PV-170402	937.46	N
# 310		94643 WG PROPANE	02/09/2017	17331104 PV-170402	3.27	N
SUISUN CITY, CA 94585		91358 MOKE PROPANE	02/09/2017	17331104 PV-170402	558.26	N
		94649 BATES PROPANE	02/09/2017	17331104 PV-170402	2.83	N
(707) 425-2951		91358 MOKE PROPANE	02/09/2017	17331104 PV-170402	1.95	N
N		91358 MOKE PROPANE	02/09/2017	17331104 PV-170402	1.95	N
		94643 WG PROPANE	02/09/2017	17331104 PV-170402	3.27	N
		94649 BATES PROPANE	02/09/2017	17331104 PV-170402	811.45	N
		114915 TRANS PROPANE	02/16/2017	17332296 PV-170422	745.32	N
		91443 WG PROPANE	02/16/2017	17332296 PV-170422	3.30	N
		91443 WG PROPANE	02/16/2017	17332296 PV-170422	3.30	N
		114915 TRANS PROPANE	02/16/2017	17332296 PV-170422	2.60	N
		114915 TRANS PROPANE	02/16/2017	17332296 PV-170422	2.60	N
		91443 WG PROPANE	02/16/2017	17332296 PV-170422	945.32	N
		4301/4303 PROPANE MOKE	02/23/2017	17333273 PV-170433	165.00	N
		4300 PROPANE WG	02/23/2017	17333273 PV-170433	.35	N
		4301/4303 PROPANE MOKE	02/23/2017	17333273 PV-170433	.58	N
		4301/4303 PROPANE MOKE	02/23/2017	17333273 PV-170433	.58	N
		4302 PROPANE TRANS	02/23/2017	17333273 PV-170433	99.00	N
		91472 PROPANE BATES	02/23/2017	17333273 PV-170433	7.49	N
		4300 PROPANE WG	02/23/2017	17333273 PV-170433	.35	N
		4300 PROPANE WG	02/23/2017	17333273 PV-170433	99.00	N
		91472 PROPANE BATES	02/23/2017	17333273 PV-170433	2,143.93	N
		91472 PROPANE BATES	02/23/2017	17333273 PV-170433	7.49	N
		4302 PROPANE TRANS	02/23/2017	17333273 PV-170433	.35	N
		4302 PROPANE TRANS	02/23/2017	17333273 PV-170433	.35	N
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000055 SIA DELTA DENTAL	3,520.81	FEBRUARY 2017 PREMIUMS	02/07/2017	17330524 PV-170392	176.09	N
P.O. BOX 276710		FEBRUARY 2017 PREMIUMS	02/07/2017	17330524 PV-170392	1,191.16	N
SACRAMENTO, CA 95827-6710		FEBRUARY 2017 PREMIUMS	02/07/2017	17330524 PV-170392	2,131.89	N
		FEBRUARY 2017 PREMIUMS	02/07/2017	17330524 PV-170392	21.67	N
( 0) - 0						N
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000056 SIA VISION SERVICE	865.20	FEBRUARY 2017 PREMIUMS	02/07/2017	17330525 PV-170394	230.72	N
P.O. BOX 276710		FEBRUARY 2017 PREMIUMS	02/07/2017	17330525 PV-170394	201.88	N
SACRAMENTO, CA 95827-6710		MARCH 2017 PREMIUMS	02/23/2017	17333274 PV-170434	230.72	N
		MARCH 2017 PREMIUMS	02/23/2017	17333274 PV-170434	201.88	N
( 0) - 0						N
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014590 SIMAS FLOOR & DESIGN	565.00	CG708514 CAFE MAINT DHS FLOOR	02/09/2017	17331066 PO-170745	565.00	N

3550 POWER INN ROAD  
SACRAMENTO, CA 95826

(916) 452-4933

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680  (916) 491-0657	500.76	PARENT TRANSP MILEAGE	02/09/2017	17331121 TC-170168	500.76	N
014400 SLAGLE, ANTONIA 5811 14TH ST SACRAMENTO, CA 95822  ( 0) - 0	33.44	ISLE SUPPLIES	02/09/2017	17331090 PO-170354	33.44	N
011563 SPEARS, SHANAN 2436 MORAIN CIRCLE RANCHO CORDOVA, CA 95670  (916) 744-1011	40.67	DHS SUPPLIES	02/16/2017	17332285 PO-170322	40.67	N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520  (888) 400-2155	14,533.29	TRANS GAS DHS GAS ISLE GAS ISLE GAS DHW GAS RMS GAS STORAGE-PREPAID GAS DO GAS RVHS GAS CAFE GAS	02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017	17332297 PV-170423 17332297 PV-170423 17332297 PV-170423 17332297 PV-170423 17332297 PV-170423 17332297 PV-170423 17332297 PV-170423 17332297 PV-170423 17332297 PV-170423 17332298 PV-170423	1,189.35 5,106.95 15.33 1,571.13 1,682.23 1,433.71 615.61 558.28 3,168.26 423.66	N N N N N N N N N N
013526 STANISLAUS COUNTY OFFICE OF ED ATTN: INTERNAL ACCOUNTING 1100 H STREET MODESTO, CA 95354  (209) 238-1935	160.00	171335 WG TECH CONFERENCE	02/07/2017	17330507 PO-170656	160.00	N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	1,349.07	3326991066 F5 SUPPLIES 3327422549 F5 SUPPLIES 3326991066 F5 SUPPLIES	02/09/2017 02/09/2017 02/09/2017	17331091 PO-170043 17331091 PO-170043 17331091 PO-170043	.56 .36 161.38	N N N



( ) -

N STAPLES CONTRA	3326991065	F5	SUPPLIES	02/09/2017	17331091	PO-170043	.06-	N
	3326991065	F5	SUPPLIES	02/09/2017	17331091	PO-170043	.06	N
	3326991065	F5	SUPPLIES	02/09/2017	17331091	PO-170043	18.37	N
	3327422549	F5	SUPPLIES	02/09/2017	17331091	PO-170043	.36	N
	3327422549	F5	SUPPLIES	02/09/2017	17331091	PO-170043	102.14	N
	3326991066	F5	SUPPLIES	02/09/2017	17331091	PO-170043	.56-	N
	3327478890	DHW	SUPPLIES	02/09/2017	17331091	PO-170070	39.34	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3324733552 DHS SUPPLIES	02/09/2017	17331091 PO-170070	75.85	N
		3328017102 ASP SUPPLIES	02/09/2017	17331091 PO-170296	.05	N
		3328017102 ASP SUPPLIES	02/09/2017	17331091 PO-170296	14.97	N
		332760133 ASP SUPPLIES	02/09/2017	17331091 PO-170296	.08	N
		332760133 ASP SUPPLIES	02/09/2017	17331091 PO-170296	.08	N
		332760133 ASP SUPPLIES	02/09/2017	17331091 PO-170296	23.24	N
		3327215237 ASP SUPPLIES	02/09/2017	17331091 PO-170296	.32	N
		3327215237 ASP SUPPLIES	02/09/2017	17331091 PO-170296	.32	N
		3328017102 ASP SUPPLIES	02/09/2017	17331091 PO-170296	.05	N
		3327215237 ASP SUPPLIES	02/09/2017	17331091 PO-170296	90.29	N
		3328303087 HR SUPPLIES	02/09/2017	17331091 PO-170332	288.39	N
		3326435503 WG SUPPLIS	02/16/2017	17332286 PO-170746	.27	N
		3326435503 WG SUPPLIS	02/16/2017	17332286 PO-170746	.27	N
		3326435503 WG SUPPLIS	02/16/2017	17332286 PO-170746	76.85	N
		3326435504 WG SUPPLIES	02/16/2017	17332286 PO-170746	.02	N
		3326435504 WG SUPPLIES	02/16/2017	17332286 PO-170746	.02	N
		3326435504 WG SUPPLIES	02/16/2017	17332286 PO-170746	6.77	N
		3326770978 WG SUPPLIS	02/16/2017	17332286 PO-170746	.17	N
		3326770978 WG SUPPLIS	02/16/2017	17332286 PO-170746	47.49	N
		3326770978 WG SUPPLIS	02/16/2017	17332286 PO-170746	.17	N
		3329911232 MAINT SUPPLIES	02/23/2017	17333261 PO-170141	106.02	N
		3323761019 CAFE SUPPLIES	02/23/2017	17333264 PO-170564	140.88	N
		3329911233 CAFE SUPPLIES	02/23/2017	17333264 PO-170564	48.43	N
		33307458312 CAFE SUPPLIES	02/23/2017	17333264 PO-170564	50.54	N
		3327478891 CAFE SUPPLIES	02/23/2017	17333264 PO-170564	58.12	N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	196.00	207921/213552 HR FINGERPRINTIN	02/09/2017	17331105 PV-170401	196.00	N
( ) -						N
003666 STATE WATER RESOURCES BOARD PO BOX 1888 SACRAMENTO, CA 95812-1888	3,352.00	SW0127945/0127702 TRNS PERMITS	02/07/2017	17330526 PV-170385	1,676.00	N
		SW0127945/0127702 TRNS PERMITS	02/07/2017	17330526 PV-170385	1,676.00	N
(916) 341-5247						N
000923 STEVE SMITH ELECTRIC STEPHEN A SMITH	879.00	5704/5705 ELECT REPAIRS	02/16/2017	17332287 PO-170142	879.00	7

P.O. BOX 386  
RIO VISTA, CA 94571

(707) 249-1848

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571  (707) 374-5567 N	689.14	23100 TRANS SUPPLIES	02/09/2017	17331092 PO-170251	689.14	N
010706 SUPER DUPER PUBLICATIONS 5201 PELHAM ROAD GREENVILLE, SC 29615-5723  (864) 228-3536 N SUPER DUPER IN	20.45	2221032A SP ED SUPPLIES 2221032A SP ED SUPPLIES 2221032A SP ED SUPPLIES	02/09/2017 02/09/2017 02/09/2017	17331064 PO-170742 17331064 PO-170742 17331064 PO-170742	20.45 1.58 1.58	N N N
011982 SUPPLY HARDWARE 660 HARBOR BLVD WEST SACRAMENTO, CA 95691  (916) 372-1282 N	145.00	4773771 DHS AG SUPPLIES	02/09/2017	17331065 PO-170410	145.00	N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056  (877) 577-1114 N	4,240.62	388859670 RMS SUPPLIES 389642729 BATES SUPPLIES 389495615 BATES SUPPLIES 389495003 DHS SUPPLIS 387164643 DHW SUPPLIES 391394269 BATES SUPPLIES 391393311 CMS SUPPLIES 391395332 ISLE SUPPLIES 390169282 CAFE SUPPLIES	02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/16/2017 02/23/2017 02/23/2017 02/23/2017 02/23/2017	17332288 PO-170146 17332288 PO-170146 17332288 PO-170146 17332288 PO-170146 17332288 PO-170146 17333262 PO-170146 17333262 PO-170146 17333262 PO-170146 17333242 PO-170281	561.51 85.12 700.68 133.61 325.84 841.89 135.81 433.41 1,022.75	N N N N N N N N N
011930 TRANE PARTS CENTERS 4145 DEL MAR AVENUE ROCKLIN, CA 95677  ( ) - N	523.64	1913066 MAINT SUPPLIES	02/16/2017	17332289 PO-170149	523.64	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	9,992.87	JANUARY 2017 PAYROLL GASB 45	02/07/2017	17330527 PV-170393	9,992.87	N

( 0) - 0 N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014608 UC REGENTS CAREER CENTER UC DAVIS SOUTH HALL 1 SHIELDS AVENUE DAVIS, CA 95616  ( 0) - 0 N	400.00	BENO DAVIS CAREER FAIR	02/23/2017	17333241 PO-170867	400.00	N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328  ( ) - N	161.25	DO SHIPPING FEES DO SHIPPING FEES	02/09/2017 02/23/2017	17331106 PV-170397 17333275 PV-170435	62.21 99.04	N N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258  (800) 328-5371 N	325.13	322970252 RVHS XEROX LEASE	02/07/2017	17330517 PO-170184	325.13	N
013657 USLAN, LAURA PO BOX 1128 WALNUT GROVE, CA 95690  ( ) - N	64.63	REIMB SUPPLIES	02/23/2017	17333263 PO-170731	64.63	N
010907 VAN RIPER, CHARLES 673 4TH AVENUE STREET SACRAMENTO, CA 95818  ( ) - N	253.73	DHS AG SUPPLIES	02/07/2017	17330509 PO-170323	253.73	N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004  ( ) - Y VERIZON WIRELE	1,508.35	ASES 3 CELL ISLE CUST CELL RVHS ADMIN CELL RMS SFTY CELL WG SFTY CELL GARDINERS CELL ED SV 1 CELL	02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017 02/09/2017	17331107 PV-170410 17331107 PV-170410 17331107 PV-170410 17331107 PV-170410 17331107 PV-170410 17331107 PV-170410 17331107 PV-170410	42.03 .22 55.04 .22 .22 39.27 27.90	7 7 7 7 7 7 7

BATES CUST CELL	02/09/2017	17331107	PV-170410	26.63	7
DO SFTY CELL	02/09/2017	17331107	PV-170410	.66	7
ED SV 3 CELL	02/09/2017	17331107	PV-170410	39.72	7
NURSE 2 CELL	02/09/2017	17331107	PV-170410	30.49	7
BATES SFTY CELL	02/09/2017	17331107	PV-170410	.22	7
DHS CUST CELL	02/09/2017	17331107	PV-170410	16.15	7
OPERATIONS CELL	02/09/2017	17331107	PV-170410	45.37	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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013997 VERIZON WIRELES (Continued...)		RMS CUST CELL	02/09/2017	17331107 PV-170410	.22	7
		CMS CUST CELL	02/09/2017	17331107 PV-170410	14.97	7
		RVHS ADMIN CELL	02/09/2017	17331107 PV-170410	123.53	7
		WG CUST CELL	02/09/2017	17331107 PV-170410	.22	7
		SP ED 1 CELL	02/09/2017	17331107 PV-170410	160.61	7
		ASES 2 CELL	02/09/2017	17331107 PV-170410	43.24	7
		TRANS 1 CELL	02/09/2017	17331107 PV-170410	93.17	7
		ASES 1 CELL	02/09/2017	17331107 PV-170410	45.07	7
		DHW CUST CELL	02/09/2017	17331107 PV-170410	.22	7
		ED SV 2 CELL	02/09/2017	17331107 PV-170410	39.72	7
		SP ED 2 CELL	02/09/2017	17331107 PV-170410	49.96	7
		COUNC CELL	02/09/2017	17331107 PV-170410	79.05	7
		ISLE ADMIN CELL	02/09/2017	17331107 PV-170410	25.21	7
		DHW ADMIN CELL	02/09/2017	17331107 PV-170410	75.15	7
		BATES ADMIN CELL	02/09/2017	17331107 PV-170410	55.80	7
		TRANS 2 CELL	02/09/2017	17331107 PV-170410	11.65	7
		RVHS SFTY CELL	02/09/2017	17331107 PV-170410	.22	7
		NURSE 1 CELL	02/09/2017	17331107 PV-170410	32.06	7
		ISLE SFTY CELL	02/09/2017	17331107 PV-170410	.22	7
		DHW SFTY CELL	02/09/2017	17331107 PV-170410	.22	7
		BEHAVORIST CELL	02/09/2017	17331107 PV-170410	37.83	7
		GEN ADMIN CELL	02/09/2017	17331107 PV-170410	16.05	7
		SP ED 3 CELL	02/09/2017	17331107 PV-170410	43.67	7
		DHS SFTY CELL	02/09/2017	17331107 PV-170410	.22	7
		MAINT CELL	02/09/2017	17331107 PV-170410	225.23	7
		CAFE CELL	02/09/2017	17331109 PV-170410	10.70	7
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010906 WASTE MANAGEMENT OF WOODLAND	1,078.64	DHS AG WASTE SERVICE	02/07/2017	17330518 PO-170767	216.80	N
P.O. BOX 78251		DHS WASTE SERVICE	02/07/2017	17330528 PV-170389	861.84	N
PHOENIX, AZ 85062-8251						
( ) -						N
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000490 WILCO SUPPLY	470.92	9054367 MAINT SUPPLIES	02/09/2017	17331093 PO-170152	340.66	N
P.O. BOX 3047		9054968 MAINT SUPPLIES	02/09/2017	17331093 PO-170152	130.26	N
5960 TELEGRAPH AVENUE						
OAKLAND, CA 94609-3047						
(800) 745-5450						N
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012528 WILLIAMS SCOTSMAN INC	3,858.85	RMS PORTABLE LEASE	02/09/2017	17331110 PV-170406	936.99	N



4911 ALLISON PARKWAY  
VACAVILLE, CA 95688

(707) 451-3000

N

RMS PORTABLE LEASE  
DHW PORTABLE LEASE  
RVHS PORTABLE LEASE

02/09/2017 17331110 PV-170406  
02/09/2017 17331110 PV-170406  
02/09/2017 17331110 PV-170406

936.99 N  
1,047.88 N  
936.99 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014049 WILSON ARCHITECTURE INC 609 15TH STREET MODESTO, CA 95354	43.85	20161249 RVHS PORTABLE	02/07/2017	17330530 PV-170391	43.85	N
( ) -						N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	340.18	ED SV JAN MILEAGE ED SV CONF REIMB	02/16/2017 02/23/2017	17332303 TC-170180 17333283 TC-170187	293.18 47.00	N N
( ) -						N
District total:	605,849.95					
Report total:	605,849.95					

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

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

From: Maria Elena Becerra, Principal - Bates Elementary

Item Number: 10.4

**SUBJECT**

Ms. Cage's annual 4<sup>th</sup> grade overnight Camping field trip. This year it will be Marshall Gold Discovery SHP on March 24-25, 2017

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

Consent Action: X

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

**Background:**

Ms. Cage has been taking her 4<sup>th</sup> grade students on an overnight field trip to Coloma, CA for many years. This year due to all the changes to the Coloma camp ground, she has selected a different camp site. This year they will be going to Marshall Gold Discovery SHP. While there, they will participate in activities related to their 4<sup>th</sup> grade Social Studies curriculum on the history of California, specifically related to the California Gold Rush. In addition, they participate in other activities that correlate to the 4<sup>th</sup> grade Science curriculum as they study rocks and minerals. In addition to the teacher, there will be at least three (3) adult chaperones attending.

**Status:**

As this is an overnight field trip, we are asking that the Board approve the field trip.

**Presenter:**

Maria Elena Becerra, Principal – Bates Elementary

**Other People Who Might Be Present:**

Ms. Cage, 4<sup>th</sup> grade teacher – Bates Elementary

**Cost &/or Funding Sources**

The cost of the field trip, with camp fees, panning lesson, leather projects, and drinks, approximately \$1300. The funding source for this field trip is a student fundraiser and contributions from the Bates PTA.

**Recommendation:**

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

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

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

From: Sonia Rambo, Riverview Middle School

Item Number: \_\_10.5\_\_

<b><u>SUBJECT</u></b>	Request to approve out-of-district travel and overnight stay for Riverview Middle School 6 <sup>th</sup> grade students and 2 Riverview Teachers to the YMCA Point Bonita Science Camp, in Sausalito, from April 3 <sup>rd</sup> through April 5 <sup>th</sup> , 2017.	Action: _____ Consent Action: __X__ Information Only: _____
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**Background:** The Point Bonita Science Camp trip has been a yearly tradition for Riverview. Aligned with the 6<sup>th</sup> grade California Science Standards, the trip is an educational opportunity for our students to experience first hand one of the eco systems of our California Coast. The students will have the opportunity to learn from the Park's Naturalists about the environment, fauna and flora, and rocks formations. In addition, they will have the opportunity to learn how to work cooperatively while hiking and exploring the park.  
Teachers: Peter Hamilton and Olena Khudiakova.  
Students: The trip is made available to the entire 6<sup>th</sup> grade class  
Parent chaperones: At least 4 parents will be needed to accompany students

**Status:** The cost per student is expected to be \$244. The PTC and families will fundraise, find scholarships, and provide transportation to and from Point Bonita. The \$244 student fee will pay for food, lodging, and activities; parents will provide all transportation. The District will incur no costs associated with this trip, and substitute teachers will not be required.

**Presenter:** Sonia Rambo

**Other People Who Might Be Present:** Sonia Rambo

**Cost &/or Funding Sources:** Participation fee and transportation cost per student is \$244.00. This cost will be funded by parents/community and other donations

**Recommendation:** That the RDUSD Board approves the out-of-district travel and overnight stay of Riverview Middle School 6<sup>th</sup> grade students and 3 teachers and or instructional aides to the YMCA Point Bonita Science Camp, Sausalito, April 3<sup>rd</sup> through April 5<sup>th</sup> 2017.

Time: \_\_1\_\_ mins. \_\_

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** March 14, 2017

Attachments:  X

**From:** Sue Moehlenbrock, Special Education Coordinator

Item #: 10.6

**SUBJECT**

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Advance Kids) for the 2016-2017 school year at a cost not to exceed \$15,500.

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

**Background & Status:**

Name of Vendor: Advance Kids

Description of Service(s): To provide an instructional assistant for a district student.

Date(s) of Service(s): 2016-2017 school year

**Presenter:**

Sue Moehlenbrock, Special Education Coordinator

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

Not to exceed \$15,500 paid by Special Education funds.

**Recommendation:**

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Advance Kids) for the 2016-2017 school year at a cost not to exceed \$15,500.

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

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL / AGENCY SERVICES*

*MASTER CONTRACT*

*2016–2017*

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2016-2017

       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 the District. 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  
2016-2017**

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# 2016-2017

**CONTRACT NUMBER:**

**LEA:** River Delta Unified School District

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on February 23, 2017, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Advance Kids (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 submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), 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 the 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 16 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 February 23, 2017 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 California 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(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person 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 but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 and Education Code section 56366.1(n)(1)), 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 and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or 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.
- 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(l).

- 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. (Ed. Code § 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 may be 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 pupil 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, Medi-Cal logs, 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 by instructional assistants, NPA behavior intervention aides, and 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 staff qualifications including 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; statements 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 (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain 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 and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. **INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits



Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:
- \$1,000,000 per occurrence  
\$2,000,000 general aggregate
- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

**PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

#### **16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and 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.

#### **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 final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects

to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. 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. No subcontract shall be considered final without LEA approval.

#### **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

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 an 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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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/certifications 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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students 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.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the Education Code prescribes for the LEA.

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 ensure 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 ensure 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 (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 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 its 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**

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test ("CELDT") 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, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does 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"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. 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 that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also 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.

### **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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

**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 IEP/ISA.

**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 Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (4) Title IX Student Grievance Procedures 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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* 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 an 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. Additional time may be granted as needed by LEA.

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. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to 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 (9) through twelve (12) 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 without prior notice 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, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year.

#### **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.

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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 periodic monitoring of 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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). 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 notification 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 related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding 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 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 all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. 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 and 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**

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 appropriate medication 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 copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

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

CONTRACTOR shall within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

## **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.* and Education Code section 44691. 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**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. 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 failed to perform, in whole or in part, under the terms of this Contract; (b) 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; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education

and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) 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; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student's attendance does not qualify for 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**

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 as defined in Section 9 of this Master Contract. 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 a 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 schedules (Exhibits A and B) limit 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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. Costs for ERMHS 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 23d day of February 2017 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

**CONTRACTOR**

Advance Kids

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized Representative

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

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email\*  
(\*Required)

**LEA**

River Delta Unified School District

By:

Signature

Date

By:

Name and Title of Authorized Representative

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

Name and Title

Trisha Salomon, Secretary

LEA

River Delta Unified School District

Address

445 Montezuma Street

City

Rio Vista

State

CA

Zip

94571

Phone

707-374-1729

Fax

707-374-2901

Email

tsalomon@rdusd.org

**Additional LEA Notification**

(Required if Completed)

Name and Title

LEA

Address

City

State

Zip

Phone

Fax

Email



**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2016-2017 CONTRACT YEAR**

CONTRACTOR Advance Kids 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 15,500  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
<b>Language and Speech Therapy</b>	PER DIEM – 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.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	PER DIEM – 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.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) 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>	PER DIEM – 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.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Behavior Intervention Services</b>	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$32.00 Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$87.70 Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ 115.00 BCBA Per Hour
<b>Other:</b>	PER DIEM – 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.	\$ _____ Per Diem

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** March 14, 2017

Attachments:  X

**From:** Sue Moehlenbrock, Special Education Coordinator

Item #:  10.7

**SUBJECT**

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Music To Grow On Therapy Services) for the 2016-2017 school year at a cost not to exceed \$700.00.

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

**Background & Status:**

Name of Vendor: Music To Grow On Therapy Services

Description of Service(s): Music Therapy Services for a district student.

Date(s) of Service(s): 2016-2017 school year

**Presenter:**

Sue Moehlenbrock, Special Education Coordinator

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

Not to exceed \$700.00 paid by Special Education funds.

**Recommendation:**

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Music To Grow On Therapy Services) for the 2016-2017 school year at a cost not to exceed \$700.00.

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

SACRAMENTO COUNTY  
SELPA

*NONPUBLIC, NONSECTARIAN  
SCHOOL / AGENCY SERVICES*

*MASTER CONTRACT*

*2016–2017*

# MASTER CONTRACT

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2016-2017

       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 the District. 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  
2016-2017**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2016-2017**

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2016-2017

CONTRACT NUMBER:

LEA: River Delta Unified School District

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**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, 2016 between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Music To Grow On (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 submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), 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 the 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 16 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, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) 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, 2017. (Cal. Code Regs., tit. 5, § 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. (Ed. Code §§ 56366(c)(1), (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. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 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 California 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(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person 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 but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 and Education Code section 56366.1(n)(1)), 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 and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or 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.
- 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(l).

- 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. (Ed. Code § 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 may be 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 pupil 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, Medi-Cal logs, 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 by instructional assistants, NPA behavior intervention aides, and 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 staff qualifications including 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; statements 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 (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain 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 and the legitimate interests therefore. 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 not 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. 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 CONTRACTOR 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 unless the parent agrees to the transfer of the student to a 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 (Ed. Code § 56366(a)(4)), or immediately if 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, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an 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. **INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits



Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations. Consistent with Section 5 of this Master Contract, however, the Master Contract may be amended only by written amendment executed by both Parties.

## 16. 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, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and 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.

## 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 final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects

to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. 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. No subcontract shall be considered final without LEA approval.

#### **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request 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 gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

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 an 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. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

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/certifications 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 an LCI, 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 caregiver 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 on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students 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.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the Education Code prescribes for the LEA.

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 ensure 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 ensure 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 (3) and five (5) 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/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 student's 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. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. 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 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 its 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**

When CONTRACTOR is a nonpublic school, 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), and the Fitness Gram, California English Language Development Test ("CELDT") 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, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does 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"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. 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 that is designed to change, replace, modify, or eliminate a targeted behavior, 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, as suitable to the situation.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall be submitted to LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also 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.

### **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. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an 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 an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

**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 IEP/ISA.

**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 Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (4) Title IX Student Grievance Procedures 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"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* 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 an 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. Additional time may be granted as needed by LEA.

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. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to 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 (9) through twelve (12) 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 without prior notice 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, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year.

#### **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.

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 provide 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. Moreover, 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.

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

If CONTRACTOR is a licensed children's institution ("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 periodic monitoring of 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. If requested by LEA, 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 sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("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 notification 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 California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). 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 notification 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 related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding 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 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 all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 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 (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (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 office of the County Superintendent of Schools. 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. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. 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 and 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**

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 appropriate medication 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 copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

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

CONTRACTOR shall within 24 hours, submit electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports as required by the District.

## **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.* and Education Code section 44691. 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**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute 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 procedures 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 the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. 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 failed to perform, in whole or in part, under the terms of this Contract; (b) 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; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education

and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) 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; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. 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 related services for days on which a student's attendance does not qualify for 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**

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 as defined in Section 9 of this Master Contract. 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 a 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 schedules (Exhibits A and B) limit 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. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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. Costs for ERMHS 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 2016 and terminates at 5:00 P.M. on July 1, 2017, unless sooner terminated as provided herein.

CONTRACTOR  
Music To Grow On

LEA  
River Delta Unified School District

Nonpublic School/Agency

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

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

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

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

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

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

\_\_\_\_\_  
Name and Title  
Trisha Salomon, Secretary

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

\_\_\_\_\_  
LEA  
River Delta Unified School District

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address  
445 Montezuma Street

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

\_\_\_\_\_  
City State Zip  
Rio Vista CA 94571

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

\_\_\_\_\_  
Phone Fax  
707-374-1729 707-374-2901

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

\_\_\_\_\_  
Email  
tsalomon@rdusd.org

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

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

\_\_\_\_\_  
LEA

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Email



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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

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

From: Vicky Turk, Principal RVHS

Item Number: 10.8

**SUBJECT:** Approval RVHS Softball Team fundraiser.

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

Consent Action: X

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

**Background:**

The Rio Vista High School's Softball Team would like to provide a snack bar at home games to support their team expenses.

**Status:**

Fundraising requires board approval.

**Presenter:** Vicky Turk

**Other People Who Might Be Present:** Aly Stiles

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

**Recommendation:** The Board approve RVHS Softball Team Fundraiser

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

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



**BOARD AGENDA BRIEFING**

<b>Meeting Date:</b> March 14, 2017	<b>Attachments:</b> _____
<b>From:</b> Laura Uslan – Clarksburg Middle School Principal	<b>Item Number:</b> __10.9__
<b>SUBJECT</b> Fundraiser requests for Clarksburg Middle School Discovery Ag Program	<b>Action:</b> _____ <b>Consent Action:</b> __X__ <b>Information Only:</b> _____

**Background:**  
Clarksburg Middle School Associated Student Body requests the following fundraiser be approved for the March 2017:

CMS Ag Discovery to sell beef jerky sticks from date of approval for two weeks following (approximately 3/14-3/28/17). Proceeds to support educational and leadership supplies for Ag Discovery Program.

**Status:**  
The fundraiser was approved by the Clarksburg Middle School Associated Student Body Student Council at their meeting on February 28, 2017

**Presenter:** Laura Uslan, Principal

**Other People Who Might Be Present:** Charles VanRiper, Advisor/Teacher

**Cost &/or Funding Sources**  
Cost for purchase of beef jerky sticks is listed on the Fundraiser Request form. The cost will be paid out of CMS ASB Ag Discovery account.

**Recommendation:**  
That the Board approves the Clarksburg Middle School ASB Fundraiser Request, as submitted and approved by CMS ASB.

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

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: 3/14/2017

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

From: Craig Hamblin

Item Number: \_\_10.10\_\_

**SUBJECT :**

Request the approval to apply for a North Coast Unified Air Quality Management District Rural School Bus Pilot Project Application Package for a grant to secure funding for one new bus, replacing pre a 1994 bus for the Transportation Department.

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

Consent Action: \_\_X\_\_

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

**Background:** The replacement of the existing pre 1994 bus is being requested because the present bus is noncompliant with air quality standards.

**Status:** This grant is in the preliminary stages.

**Presenter:** Craig Hamblin

**Other People Who Might Be Present:**

**Cost &/or Funding Sources :**

North Coast Unified Air Quality Management District Rural School Bus Pilot Project Application Package up to \$165,000.00 funding

**Recommendation:** That the board approve the Transportation Department pursue this grant.

Time: \_\_\_\_5 mins.\_\_\_\_

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

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

From: Don Beno, Superintendent

Item Number: 10.11

**SUBJECT**      Donations

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

**Background:**

**Donations to Receive and Acknowledge:**

- Rio Vista High School – KRVH-Radio Rio Station**  
Montezuma Volunteer Firefighters Association – \$500
- Rio Vista High School – Girls Soccer Team**  
Women's Nine Hole Golf Club - \$275
- Rio Vista High School – Girls Soccer Team, Swim Teams and AFS Club**  
Montezuma Volunteer Firefighters Association - \$2,250
- Rio Vista High School – Wrestling Team**  
Rio Vista Rams Athletic Booster Club - \$1,000  
Christopher Smith - \$100
- Rio Vista High School – Athletic Fields**  
Crop Production Services – Fertilizer
- Isleton Elementary School – Miscellaneous Clothing**  
Tammy Trujillo (Approx. value \$200)

**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: March 14, 2017

Attachments:  X

From: Don Beno, Superintendent

Item Number: 11

**SUBJECT**

Request to approve the *second and final reading* of the updated or new Board Policies, Administrative Regulation or Exhibits due to new legislation or mandated language and citation revisions as of October 2016.

Action:  X  
Consent Action:   
Information Only:

**Background:**

Changes in legislation and amendments to laws lead to necessary and or mandated changes in District policies, regulations and or Exhibits.

**Status:**

Attached are Board Policies, Administrative Regulations and Exhibits which have been Affected by changes in law effective prior to October 2016 which need to be approved for *second and final reading*.

These policies, etc., were submitted for the first reading at the February 21, 2017 Board meeting.

**Presenter** Don Beno

**Other People Who Might Be Present** Jennifer Gaston, Recorder

**Cost &/or Funding Sources**

**Recommendation:**

That the Board approve and adopt the *second and reading* of these policies and regulations resulting from legislation effective prior to October 2016.

Time: 5 mins.



**POLICY GUIDE SHEET**  
**September 2016**  
**Page 1 of 2**

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

**BP/AR 1312.3 - Uniform Complaint Procedures**

(BP/AR revised)

Mandated policy updated to reflect programs that must be investigated in accordance with the uniform complaint procedures (UCP), as listed on the California Department of Education's 2016/17 UCP Checklist. Mandated administrative regulation revised to clarify required annual notification and complaint filing requirements, and to provide for equitable treatment of a respondent to a complaint as required under federal law.

**BP/AR 3230 - Federal Grant Funds**

(BP/AR added)

New mandated policy and mandated regulation reflect major requirements for the management of federal grant funds contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"), including the mandate to adopt written procedures related to procurement, conflict of interest, cash management, and allowable costs. Policy addresses the board's desire to maintain fiscal integrity and transparency in the use of federal grant funds, key components of the district's financial management system, and the submission of performance reports in accordance with law and the requirements of the awarding agency. Regulation includes material related to allowable costs, procurement, cash management, audits, and records, including requirements for employees to document "time and effort" spent on grant activities. Regulation also reflects the option to delay implementation of the procurement standards in the Uniform Guidance up to July 1, 2017, provided that the decision is documented in the district's procurement policy.

**BP/AR 3270 - Sale and Disposal of Books, Equipment and Supplies**

(BP/AR revised)

Policy and regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.

**AR 3440 - Inventories**

(AR revised)

Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds, cross-reference new BP/AR 3230 - Federal Grant Funds, and reflect requirement to annually submit an inventory listing of federally owned property in the district's custody to the federal agency that granted the award.

**AR 3460 - Financial Reports and Accountability**

(AR revised)

Regulation updated to add general language on the need to audit federal grant funds, while deleting detailed material regarding the submission of records related to the audit of federal funds, now addressed in AR 3230 - Federal Grant Funds. Section on "Other Postemployment Benefits Report" updated to reflect Governmental Accounting Standards Board (GASB) Statement 75, which supersedes GASB Statement 45 for fiscal years beginning after June 15, 2017, although earlier implementation is encouraged. Revisions reflect the requirements to report the total unfunded liability for OPEBs and to perform an actuarial valuation every two years regardless of the number of members in the OPEB plan, although an alternative method is still allowed for plans with fewer than 100 members.

**POLICY GUIDE SHEET**  
**September 2016**  
**Page 2 of 2**

**AR 3512 - Equipment**

(AR revised)

Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.

**BP/AR 5145.3 - Nondiscrimination/Harassment**

(BP/AR revised)

Mandated policy revised to clarify (1) that the policy is applicable to off-campus conduct that may have a continuing impact on a student at school, and (2) that the district must investigate all allegations of discrimination of which it has notice, regardless of whether a formal written complaint is filed, and must take action to address any effect of discrimination found. Mandated administrative regulation updated to ensure consistency of reporting procedure with formal complaint process in the UCP and to clarify various provisions in the section on "Transgender and Gender-Nonconforming Students."

**BP/AR 5145.7 - Sexual Harassment**

(BP/AR revised)

Mandated policy revised to clarify that the district must investigate every allegation of sexual harassment of which it has notice, whether or not a formal written complaint is filed, and, when needed, must take interim measures to ensure safety of any student complainant or victim of sexual harassment. Mandated administrative regulation revised to recommend how the district may address a report of off-campus sexually harassing conduct.

# CSBA Sample Board Policy

Community Relations

BP 1312.3(a)

## UNIFORM COMPLAINT PROCEDURES

Note: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 **mandates** districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. Pursuant to 5 CCR 4610, districts are required to adopt a uniform system of procedures that meets specified requirements for investigating and resolving complaints alleging (1) noncompliance with state and federal laws and regulations governing educational programs; (2) noncompliance with state law prohibiting the charging of student fees; or (3) unlawful discrimination (such as discriminatory harassment, intimidation, and bullying). Although some bullying incidents may not fall within the provisions of 5 CCR 4610, BP 5131.2 - Bullying strongly recommends that districts use the UCP to investigate all bullying incidents, regardless of whether there is an allegation of discriminatory bullying, to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. After investigation, bullying incidents found to involve unlawful discrimination would then be resolved using the UCP. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with the accompanying administrative regulation.

Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan. For plan requirements, see BP/AR 0460 - Local Control and Accountability Plan. In addition, legislation enacted in 2015 authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students, educational rights of foster youth and homeless students, assignment of students to courses without educational content, and physical education instructional minutes, as specified in items #3 and #6-9 below. Finally, a district should adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging retaliation in response to a complaint.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1, and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title II of the Americans with Disabilities Act (20 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000e-17), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). OCR has issued guidance describing federal requirements for discrimination complaint procedures. OCR requires such procedures to be "prompt and equitable." The factors OCR examines to evaluate each district's procedures are specified in the accompanying administrative regulation, including whether and how the procedures (1) provide notice of the procedures to the district's students, parents/guardians, and employees; (2) ensure adequate, reliable, and impartial investigation of complaints; (3) contain reasonably prompt timeframes for major stages of the complaint process; (4) provide notice to the complainant of the resolution of the complaint; and (5) provide an assurance that action will be taken to prevent recurrence of any discrimination found and to correct its effects.

**UNIFORM COMPLAINT PROCEDURES** (continued)

CSBA staff **received feedback and comments from** ~~met with~~ representatives of CDE and OCR ~~to discuss~~ **regarding** this policy and the accompanying administrative regulation. As a result, the sample policy and regulation have been drafted to go beyond the requirements of California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on the samples, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.

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~~ **may require a more formal** process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

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,~~ **after school education and safety programs,** migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, ~~and~~ special education programs, **consolidated categorical aid programs, and any other district-implemented program which is listed in Education Code 64000(a)** (5 CCR 4610)

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

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any **student, employee, or other** person **participating** in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit

**UNIFORM COMPLAINT PROCEDURES** (continued)

from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, **pregnancy**, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

*(cf. ~~4030 - Nondiscrimination in Employment~~)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

Note: Pursuant to Education Code 222, as added by AB 302 (Ch. 690, Statutes of 2015), a district is required to provide specified accommodations to lactating students on campus, and a complaint may be filed using the UCP when any such student is denied such accommodations.

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

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

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

*(cf. 3260 - Fees and Charges)*

*(cf. 3320 - Claims and Actions Against the District)*

Note: Item #5 below is **mandated** pursuant to Education Code 52075.

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

*(cf. 0460 - Local Control and Accountability Plan)*

Note: Item #6 below permits the use of the UCP for resolving complaints of district noncompliance with law related to specified educational rights of a foster youth pursuant to Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015). For details of the educational rights of foster youth, see BP/AR 6173.1 - Education for Foster Youth.

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

*(cf. 6173.1 - Education for Foster Youth)*

Note: Item #7 below permits the use of the UCP for resolving complaints of district noncompliance with law related to specified educational rights of a homeless student pursuant to Education Code 51225.1-51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015). For details of the educational rights of homeless students, see BP/AR 6173 - Education for Homeless Children.

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

*(cf. 6173 - Education for Homeless Children)*

Note: Item #8 below is for districts that serve grades 9-12 students. Pursuant to Education Code 51228.1 and 51228.2, as added by AB 1012 (Ch. 703, Statutes of 2015) and as specified below, a UCP complaint may be filed against a district that assigns a student to a course with no educational content for more than one week in any semester or to a course which the student has previously completed, unless the district meets specified conditions. For more information, see BP 6152 - Class Assignment.

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

*(cf. 6152 - Class Assignment)*

Note: Item #9 below is for districts maintaining elementary schools. Pursuant to Education Code 51223, as amended by AB 1391 (Ch. 706, Statutes of 2015), the UCP may be used to file a complaint when an elementary school has not complied with the requirement to offer 200 minutes of physical education instruction each 10 school days. For details of this requirement, see BP/AR 6142.7 - Physical Education and Activity.

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

*(cf. 6142.7 - Physical Education and Activity)*

Note: 5 CCR 4621 **mandates** that district policy ensure that complainants are protected from retaliation as specified in item #10 below.

10. 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

Note: Pursuant to 5 CCR 4610, a district may, at its discretion, use the UCP to investigate and resolve other complaints.

11. Any other complaint as specified in a district policy

Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. The following **optional** paragraph provides for a neutral mediator and should be revised to reflect district practice.

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 acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

Note: The following paragraph is **mandated** pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

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)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

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

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is ever investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

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

*(cf. 3580 - District Records)*

**Non-UCP Complaints**

Note: 5 CCR 4611 details complaint issues that are not subject to the UCP. Such issues include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints. For procedures related to complaints of discrimination in employment, see AR 4030 - Nondiscrimination in Employment.

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.



**UNIFORM COMPLAINT PROCEDURES** (continued)

4. Any complaint alleging fraud shall be referred to the California Department of Education.

Note: Education Code 35186 requires the district to use the UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, the CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

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  
222 Reasonable accommodations; lactating students  
8200-8498 Child care and development programs  
8500-8538 Adult basic education  
18100-18203 School libraries  
32289 School safety plan, uniform complaint procedures  
35186 Williams uniform complaint procedures  
48853-48853.5 Foster youth  
48985 Notices in language other than English  
49010-49013 Student fees  
49060-49079 Student records  
49069.5 Rights of parents  
49490-49590 Child nutrition programs  
51210 Courses of study grades 1-6  
51223 Physical education, elementary schools  
51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements  
51228.1-51228.3 Course periods without educational content  
52060-52077 Local control and accountability plan, especially:  
52075 Complaint for lack of compliance with local control and accountability plan requirements  
52160-52178 Bilingual education programs  
52300-52490 Career technical education  
52500-52616.24 Adult schools  
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

*Legal Reference continued: (see next page)*

## UNIFORM COMPLAINT PROCEDURES (continued)

### *Legal Reference: (continued)*

UNITED STATES CODE, TITLE 20 (continued)

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

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>

(7/15 3/16) 9/16

# CSBA Sample Administrative Regulation

Community Relations

AR 1312.3(a)

## UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4687. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP).

Furthermore, 34 CFR 106.8 **mandates** that districts that receive federal financial assistance adopt procedures for the "prompt and equitable" resolution of complaints of discrimination based on sex. However, the U.S. Department of Education's Office for Civil Rights (OCR) expects districts to adopt similar procedures for the investigation and resolution of any complaint of unlawful discrimination based on any protected status, not just sex. Factors considered by OCR when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation. Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, all districts are mandated pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are mandated pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt such policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state legislation enacted in 2015 authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students, educational rights of foster youth and homeless students, assignment of students to courses without educational content, and physical education instructional minutes, as specified in items #3 and #6-9 of the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these 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. 4030 - Nondiscrimination in Employment)*

## Compliance Officers

Note: 5 CCR 4621 **mandates requires** 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 (such as discriminatory harassment, intimidation, or bullying) and retaliation. During its Federal Program Monitoring (FPM) 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 receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the "lead compliance officer."

**UNIFORM COMPLAINT PROCEDURES** (continued)

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 **unlawful sex** discrimination **(such as discriminatory harassment, intimidation, or bullying)**. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

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

Superintendent  
 (title or position)  
445 Montezuma Street  
 (address)  
(707) 374-1700  
 (telephone number)  
Superintendent@rdusd.org  
 (email)

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

In no instance shall a compliance officer be assigned to a complaint in which 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 **or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall** ~~may~~ be filed with the Superintendent or designee **who shall determine how the complaint will be investigated.**

Note: 5 CCR 4621 **mandates** that the district's policy provide that employees responsible for compliance and/or for investigating and resolving complaints are knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. They must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall include current state and federal laws and regulations governing the program, applicable

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

*(cf. 4331 - Staff Development)*

*(cf. 9124 - Attorney)*

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, ~~if possible,~~ one or more interim measures. The interim measures **may shall** 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)

Note: 5 CCR 4622 **mandates** the district to include specified information in the required annual notice of its UCP to students, parents/guardians, employees, and others. Pursuant to Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015), the district is required to include information about specified educational rights of foster youth and homeless students in its annual UCP notification.

During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below. A sample of the annual notice is available through the CDE web site. In addition, 28 CFR 35.107, 34 CFR 106.8, and 34 CFR 110.25 require the district to publish its complaint procedures covering unlawful discrimination.

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees, local control and accountability plan (LCAP) requirements, and requirements related to the educational rights of foster youth and homeless students, 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, 48853, 48853.5, 49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 1220 - Citizen Advisory Committees)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

*(cf. 3260 - Fees and Charges)*  
*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*  
*(cf. 5145.6 - Parental Notifications)*  
*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*

Note: The following **optional** paragraph may be modified to reflect district practice. In its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

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)*

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

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

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

Note: During the FPM process, CDE staff will check the notice to ensure that it contains a summary of the complaint procedures as specified in items #1-4 below.

**UNIFORM COMPLAINT PROCEDURES** (continued)

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. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.**
  - e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.**



**UNIFORM COMPLAINT PROCEDURES** (continued)

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

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

Note: Education Code 52075 requires that information regarding LCAP requirements be included in the district's annual notification. See BP/AR 0460 - Local Control and Accountability Plan for details of the LCAP and specific requirements for its adoption and implementation.

- g.** 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.

Note: Items ~~#4f and g~~ **#4h and i** below reflect Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015). Pursuant to Education Code 48853.5, as amended, the CDE is required to develop a standardized notice of the rights of foster youth in consultation with the California Foster Youth Education Task Force, and to make it available for dissemination by posting it on its Internet Web site.

- h.** A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

- i.** A foster youth or homeless student who transfers into a district high school or between district high schools shall be notified of the district's responsibility to:

- (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
- (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

## UNIFORM COMPLAINT PROCEDURES (continued)

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

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

**Note:** Pursuant to federal law, including 34 CFR 106.8, the district is required to establish "prompt and equitable" procedures for investigating and resolving complaints alleging unlawful discrimination. The following statement reflects OCR's interpretation of such provisions as requiring fairness and equity not just for a complainant but for a respondent as well.

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

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

**Note:** To ensure that the public is made aware of districts' obligation to provide copies of the UCP free of charge pursuant to 5 CCR 4622, CDE staff review the notice during the FPM process.

**l.** Copies of the district's UCP are available free of charge.

### District Responsibilities

**Note:** 5 CCR 4631 requires that UCP complaints be investigated and completely resolved within 60 calendar days of the receipt of the complaint. Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to the CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

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)

**Note:** The following paragraph reflects recommendation by OCR to ensure equity in the resolution process of a complaint alleging unlawful discrimination and may be modified to reflect district practice.

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

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

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation 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**

Note: Complaints filed under the UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, he/she must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. **Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.**

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

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

All e-Complaints shall **also** be filed in accordance with the following **rules, as applicable**:

1. A complaint alleging district violation of applicable state or federal law or regulations governing 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)

**UNIFORM COMPLAINT PROCEDURES** (continued)

Note: Education Code 49013 **mandates** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees. Pursuant to Education Code 52075, anonymous complaints are permitted with regards to the LCAP, as long as evidence, or information leading to evidence, to support the allegation of noncompliance is provided in the complaint.

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school **or with the Superintendent or designee**. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
  
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered 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.

Note: OCR's Revised Sexual Harassment Guidance, Dear Colleague Letter: Sexual Violence, and Questions and Answers on Title IX and Sexual Violence 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 still continue to ensure that it provides a safe and nondiscriminatory environment for all students. This principle would also apply to harassment on other bases, such as race, gender, or disability.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other

**UNIFORM COMPLAINT PROCEDURES** (continued)

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**

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. **The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.**

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, 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**

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice.**

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or 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.

Note: In his/her investigation, the compliance officer should consider all relevant circumstances, such as how the misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

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

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

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

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

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

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

Note: In determining the truth of any allegation, the district should apply the correct standard of proof to the situation. For example, with allegations of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) or retaliation, OCR ~~requires use of~~ **uses** the "preponderance of the evidence" (more likely than not) standard. Any standard of proof that is more rigorous than required by law could subject a district to liability.

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

**Report of Findings**

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

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

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

Note: Pursuant to 5 CCR 4631, only a complainant has the right to receive a written report, and to file his/her complaint with the Board if dissatisfied with the compliance officer's decision. However, OCR has recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination, to ensure the process is equitable for all involved. Districts that selected Option 1 should delete reference to filing of a complaint with the Board in the following paragraph.

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

**Final Written Decision**

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

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "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." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., a stay-away order), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may



**UNIFORM COMPLAINT PROCEDURES** (continued)

be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. **In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.**

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

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.

Note: 5 CCR 4631 and guidance provided by OCR specify components that should be part of the district's decision. Inclusion of these items will help protect the district's position in case of an appeal to the CDE, a complaint submitted to OCR, or if litigation is filed.

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

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

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

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

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from the CDE.

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

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](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~~ **remedies that may be offered to** the victim **but not communicated to the respondent** 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

**UNIFORM COMPLAINT PROCEDURES** (continued)

5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation 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

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

Note: In its Dear Colleague Letter: Sexual Violence from April 2011 and its Questions and Answers on Title IX and Sexual Violence from April 2014, OCR provides a detailed discussion of remedies for the broader campus community.

## UNIFORM COMPLAINT PROCEDURES (continued)

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.

Note: Generally, when a complaint is found to have merit, appropriate corrective action is provided to the complainant or other affected person. However, in certain instances, the law may require corrective action to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or the CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements, pursuant to Education Code 52075, and to noncompliance with required instructional minutes for elementary students' physical education, pursuant to Education Code 51223, as amended by AB 1391 (Ch. 706, Statutes of 2015). Districts that do not maintain elementary schools should delete reference to physical education from the following paragraph.

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

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

### Appeals to the California Department of Education

Note: 5 CCR 4632-4633 provide that any complainant may appeal the district's decision to the CDE, as provided below. Pursuant to Education Code 49013, the district is **mandated** to adopt procedures that include the right to appeal to the CDE, in accordance with 5 CCR 4632, when a complainant is dissatisfied with the district's decision on his/her complaint alleging noncompliance with the law that prohibits districts from requiring students to pay fees, deposits, or charges for their participation in educational activities. Such procedures are also **mandated** by Education Code 52075 with regards to complaints alleging noncompliance with requirements related to the LCAP.

Authority to appeal the district's decision is also available to a complainant who alleges noncompliance with laws regarding (1) the provision of reasonable accommodation to a lactating student, (2) the educational rights of foster youth and homeless students, (3) the assignment of a high school student to a course without educational content, and (4) the required instructional minutes for elementary students' physical education, as specified in items #3 and #6-9 of the accompanying Board policy.

**UNIFORM COMPLAINT PROCEDURES** (continued)

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 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

**Note: Pursuant to 5 CCR 4632-4633, an appeal to the CDE is only available to a complainant who is dissatisfied with the district's decision. However, the OCR has recommended that the district extend the same right to a respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) who is dissatisfied with the district's decision, to ensure fairness for all parties involved.**

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

The complainant **or respondent** shall specify the basis for the appeal of the decision and whether 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 **or respondent** has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

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

**UNIFORM COMPLAINT PROCEDURES** (continued)

7. Other relevant information requested by the CDE

Note: The CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant alleges that he/she would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.

(7/15 3/16) 9/16

# CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3230(a)

## FEDERAL GRANT FUNDS

Note: All grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants, are subject to the requirements contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII.

The Uniform Guidance, adopted in December 2014, includes new provisions but primarily consolidates guidance from earlier OMB circulars.

Pursuant to 2 CFR 200.110, as amended by 80 Fed. Reg. 54407, the Uniform Guidance applies to all new and continuing grant awards made on or after December 26, 2014, except that districts may choose to delay implementation of the new procurement standards until July 1, 2017 or such later date as may be approved in the Uniform Guidance. See the accompanying administrative regulation for optional language accepting the delayed implementation.

Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. In addition to the following policy, it is recommended that districts maintain a detailed administrative regulation or procedures manual addressing the mandated components.

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

*(cf. 3100 - Budget)*

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

*(cf. 3460 - Financial Reports and Accountability)*



**FEDERAL GRANT FUNDS** (continued)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

*(cf. 3400 - Management of District Assets/Accounts)*

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

*(cf. 3440 - Inventories)*

*(cf. 3512 - Equipment)*

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: Pursuant to 2 CFR 200.328, districts must submit performance reports at the interval required by the awarding agency, which shall be at least annually but no more often than quarterly except in unusual
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**FEDERAL GRANT FUNDS (continued)**

circumstances. The district may request an extension of the due date for any performance report for justifiable reasons.

In addition, the California Department of Education (CDE) is required under Education Code 64001 to monitor districts' compliance with legal requirements for federal categorical programs. This monitoring is accomplished through the Federal Program Monitoring process, which is based on a combination of data and document reviews and on-site visits. For further information, see the CDE's web site and BP 6190 - Evaluation of the Instructional Program.

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

*(cf. 0500 - Accountability)*

*(cf. 6190 - Evaluation of the Instructional Program)*

*Legal Reference: (see next page)*

## FEDERAL GRANT FUNDS (continued)

### *Legal Reference:*

#### EDUCATION CODE

42122-42129 Budget requirements

#### CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules

200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

200.317-200.326 Procurement standards

200.327-200.329 Monitoring and reporting

200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

#### CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to federal grant programs

#### CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*California Department of Education Audit Guide*

*California School Accounting Manual*

#### EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

*Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Questions and Answers Regarding 2 CFR Part 200, March 17, 2016*

#### WEB SITES

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

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance: [https://www.whitehouse.gov/omb/grants\\_docs](https://www.whitehouse.gov/omb/grants_docs)

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): [www.sam.gov/portal/SAM/##11](http://www.sam.gov/portal/SAM/##11)

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

U.S. Government Accountability Office: <http://www.gao.gov>

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3230(a)

## FEDERAL GRANT FUNDS

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, which governs the use of federal formula and discretionary grant funds awarded to districts.

Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

### Allowable Costs

Note: 2 CFR 200.302 **mandates** that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure of federal funds in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

*(cf. 3350 - Travel Expenses)*

Note: Pursuant to Education Code 42126 which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures. In March 2016, the State Board of Education approved recommended changes to the California School Accounting Manual that reflect the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3314 - Payment for Goods and Services)*

**FEDERAL GRANT FUNDS** (continued)**Period of Performance**

Note: Pursuant to 2 CFR 200.343, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

**Procurement**

Note: 2 CFR 200.110, as amended by 80 Fed. Reg. 54407, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, 2017 or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are **mandated** to document this decision in their procurement policies, as provided in the following paragraph. Other districts should delete the date in the following paragraph.

On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance, the Superintendent or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant as well as any more restrictive state laws and district policies concerning the procurement of goods and services.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 **mandates** that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out the procurement process.

The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

**FEDERAL GRANT FUNDS** (continued)

Note: 2 CFR 200.67 permits districts to establish simplified procurement procedures for "micro-purchases," defined, as described in item #1 below. Pursuant to 48 CFR 2.101, the threshold for such purchases is \$3,500 except as otherwise specified, and will be periodically adjusted for inflation. Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

The "small purchases" limit under the Uniform Guidance (item #2 below) is \$150,000. However, the more restrictive California bid limits and district procurement policies must be applied to define the "small purchase" requirements.

Any purchases above the California bid limits (see BP/AR 3311 - Bids) must follow California law.

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract whose

**FEDERAL GRANT FUNDS** (continued)

cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

Note: 2 CFR 200.213 restricts districts from procuring goods or services from entities that have been suspended or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management web site to determine whether a particular entity has been excluded.

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

Note: 2 CFR 200.319 **mandates** that districts have written procedures for procurement transactions that include the following components.

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

**Capital Expenditures**

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, inventory, and continued use of the equipment after the program continues to be supported by federal funds.

**FEDERAL GRANT FUNDS** (continued)

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

**Conflict of Interest**

Note: 2 CFR 200.318 **mandates** that districts maintain written standards of conduct covering conflicts of interest and the performance of employees engaged in the selection, award, and administration of contracts.

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

*(cf. 9270 - Conflict of Interest)*

**Cash Management**

Note: Pursuant to 2 CFR 200.302, districts are **mandated** to develop written procedures to implement the requirements of 2 CFR 200.305.

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate



**FEDERAL GRANT FUNDS** (continued)

cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

**Personnel**

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

**Records**

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

**Audits**

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a

**FEDERAL GRANT FUNDS** (continued)

program-specific audit conducted in accordance with 2 CFR 200.507. The USDOE's Questions and Answers Regarding 2 CFR Part 200 confirms that compliance with the audit requirements in the Uniform Guidance (2 CFR 200.500-200.521) must begin with the audit of the district's first fiscal year starting on or after December 26, 2014. Thus, for districts whose fiscal year begins on July 1, the first audit subject to the Uniform Guidance would be for the fiscal year ending June 30, 2016. Pursuant to 2 CFR 200.512, the audit must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. For fiscal year ending June 30, 2016, the latest deadline is March 31, 2017.

Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513.

District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

# CSBA Sample Board Policy

**Business and Noninstructional Operations**

BP 3270(a)

## **SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES**

Note: The following policy and administrative regulation address the sale and disposal of district-owned personal property, such as instructional materials, equipment, and supplies. For policy on the sale or lease of surplus real property, see BP 3280 - Sale or Lease of District-Owned Real Property.

The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned personal property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

*(cf. 0440 - District Technology Plan)*

*(cf. 3512 - Equipment)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6163.1 - Library Media Centers)*

The Board shall approve the price and terms of any sale or lease of personal property of the district.

If the Board members who are in attendance at a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value, the property may be sold without advertising for bids. (Education Code 17546)

***(cf. 9323.2 - Actions by the Board)***

If the Board members who are in attendance at a meeting unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of in the local public dump. (Education Code 17546)

Note: Education Code 60510-60530 establish conditions for the sale or disposal of obsolete instructional materials depending on whether such materials are usable or unusable for educational purposes; see the section "Instructional Materials" in the accompanying administrative regulation. The following **optional** paragraph prescribes criteria for determining when instructional materials are obsolete or unusable, and may be revised to reflect district practice. ~~The mandate to adopt rules and procedures setting standards for identifying obsolete materials was repealed by SB 971 (Ch. 923, Statutes of 2014).~~

Instructional materials shall be considered obsolete or unusable by the district if they have been replaced by more recent editions or new materials selected by the Board, are not aligned with

## **SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES** (continued)

the district's academic standards or course of study, and have no foreseeable value in other instructional areas. Such materials may be sold or donated if they continue to serve educational purposes that would benefit others outside the district. Instructional materials are not appropriate for sale or donation if they meet any of the following criteria:

1. Contain information rendered inaccurate or incomplete by new research or technologies
2. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or Board policy
3. Are damaged beyond use or repair

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

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

Note: Pursuant to ~~34 CFR 80.32-80.33~~ **2 CFR 200.313**, equipment or supplies acquired under a federal grant or subgrant may be retained, sold, or otherwise disposed of, with no further obligation to the awarding federal agency, when they are no longer needed for the original project or program or for other federally supported activities. However, when the current per-unit fair market value of the equipment or the residual inventory of the unused supplies is \$5,000 or more, the federal agency that provided the grant or subgrant shall be entitled to a share of the current market value of the equipment, if retained, or the proceeds from its sale, and to compensation for its share of the unused supplies. See the accompanying administrative regulation.

The Superintendent or designee shall establish procedures to be used whenever the district sells equipment or supplies originally acquired under a federal grant or subgrant. Such procedures shall be designed to ensure the highest possible return. (~~34 CFR 80.32-2 CFR 200.313~~)

*(cf. 3230 - Federal Grant Funds)*

*(cf. 3440 - Inventories)*

*Legal Reference: (see next page)*

**SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES** (continued)

*Legal Reference:*

EDUCATION CODE

17540-17542 *Sale or lease of personal property by one district to another*

17545-17555 *Sale of personal property*

35168 *Inventory, including record of time and mode of disposal*

60510-60530 *Sale, donation, or disposal of instructional materials*

GOVERNMENT CODE

25505 *District property; disposition; proceeds*

CODE OF REGULATIONS, TITLE 5

3944 *Consolidated categorical programs, district title to equipment*

3946 *Disposal of equipment purchased with state and federal consolidated application funds*

UNITED STATES CODE, TITLE 40

549 *Surplus property*

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 *Federal uniform grant guidance*

CODE OF FEDERAL REGULATIONS, TITLE 34

80.32-80.33 *Equipment and supplies acquired under a grant or subgrant*

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*California School Accounting Manual*

*Standards for Evaluating Instructional Materials for Social Content, 2013*

WEB SITES

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

*School Services of California, Inc.: <http://www.sscal.com>*

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# CSBA Sample

## Administrative Regulation

**Business and Noninstructional Operations**

AR 3270(a)

### **SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES**

Note: The following administrative regulation addresses the sale and disposal of district-owned personal property, such as instructional materials, equipment, and supplies. For procedures regarding the disposal of real property, see BP/AR 3280 - Sale or Lease of District-Owned Real Property.

~~Education Code 42303, which established conditions for the sale of school buses by districts receiving a state apportionment to replace the buses, was repealed by SB 78 (Ch. 19, Statutes of 2015).~~

### **Instructional Materials**

Note: Education Code 60510-60530 address the sale or disposal of surplus or undistributed obsolete instructional materials that are either usable or unusable for educational purposes. See the accompanying Board policy for language regarding the determination of instructional materials as obsolete or unusable.

~~The legal requirement to use the proceeds of the sale of surplus or obsolete instructional materials to purchase new instructional materials, supplemental instructional materials, or technology-based materials was repealed by SB 971 (Ch. 923, Statutes of 2014).~~

Surplus or undistributed obsolete instructional materials that are usable for educational purposes may be sold by the district. Alternatively, such materials may be donated to: (Education Code 60510)

1. Another district, county free library, or other state institution
2. A United States public agency or institution
3. A nonprofit charitable organization
4. Children or adults in California or foreign countries for the purpose of increasing the general literacy of the people

*(cf. 0440 - District Technology Plan)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6163.1 - Library Media Centers)*

Any organization, agency, or institution receiving obsolete instructional materials donated by the district shall certify to the Governing Board that it agrees to make no charge to any persons to whom it gives or lends these materials. (Education Code 60511)

**SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES** (continued)

Surplus or undistributed obsolete instructional materials which are unusable or which cannot be distributed as specified above may be disposed of by either of the following: (Education Code 60530)

1. Mutilated as not to be salable as instructional materials and sold for scrap or for use in the manufacture of paper pulp or other substances at the highest obtainable price
2. Destroyed by any economical means, provided that the materials are not destroyed until at least 30 days after the district has given notice to all persons who have filed a request for such notice

*(cf. 3510 - Green School Operations)*  
*(cf. 3511.1 - Integrated Waste Management)*

**Equipment/Supplies Acquired with Federal Funds**

Note: ~~34 CFR 80.32-80.33-2~~ **CFR 200.313-200.314** address the sale or disposal of equipment and supplies that were acquired under a federal grant or subgrant. See BP 3512 - Equipment for additional requirements pertaining to the management of such equipment and supplies.

When the district has a need to replace equipment originally purchased with funds from a federal grant or subgrant, it may, subject to the approval of the agency that awarded the grant, trade in the original equipment or sell the property and use the proceeds to offset the cost of the replacement property. (~~34 CFR 80.32-2~~ **CFR 200.313**)

*(cf. 3230 - Federal Grant Funds)*

When any original or replacement equipment or supplies acquired under a federal grant or subgrant are no longer needed for the original project or program or for other federally supported activities, the district may retain or sell such items or, if the item has a current fair market value of less than \$5,000, may otherwise dispose of the item in a manner approved by the Board. Whenever the district sells equipment or supplies that have a current fair market value of \$5,000 or more, it shall provide an amount to the federal agency equal to the agency's share of the current market value of the equipment or the proceeds from the sale of the equipment or supplies. (~~34 CFR 80.32-80.33-2~~ **CFR 200.313, 200.314**)

**SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES** (continued)

In the event that the district is provided equipment that is federally owned, the district shall request disposition instructions from the federal agency when it no longer needs the equipment. (~~34 CFR 80.32~~ **2 CFR 200.313**)

**Other Personal Property**

The district may sell other surplus or obsolete district-owned personal property through any of the following methods:

1. The Superintendent or designee may advertise for bids by posting a notice in at least three public places in the district for at least two weeks, or by publishing a notice at least once a week for at least two weeks in a newspaper having a general circulation in the district and, if possible, publishing within the district. The district shall sell the property to the highest responsible bidder or shall reject all bids. (Education Code 17545, 17548)

Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee. (Education Code 17546)

*(cf. 3311 - Bids)*

2. The property may be sold by means of a public auction conducted by district employees, employees of other public agencies, or by contract with a private auction firm. (Education Code 17545)
3. The district may sell the property without advertising for bids under any of the following conditions:

Note: Pursuant to Education Code 17546, advertising without bids is authorized when the Governing Board members attending a meeting unanimously agree that the property, whether one or more items, does not exceed \$2,500 in value; see the accompanying Board policy.
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- a. The Board members in attendance at a meeting have unanimously determined that the property does not exceed \$2,500 in value. (Education Code 17546)

*(cf. 9323.2 - Actions by the Board)*

Note: Education Code 17540 authorizes the sale of property to government agencies eligible under the federal surplus property law, renumbered as 40 USC 549.
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- b. The district sells the property to agencies of the federal, state, or local government, to any other school district, or to any agency eligible under the federal surplus property law and the sale price equals the cost of the property



**SALE AND DISPOSAL OF BOOKS, EQUIPMENT AND SUPPLIES** (continued)

plus the estimated cost of purchasing, storing, and handling. (Education Code 17540; 40 USC 549)

- c. The district sells or leases the property to agencies of the federal, state, or local government or to any other school district and the price and terms of the sale or lease are fixed by the Board and approved by the County Superintendent of Schools. (Education Code 17542)

Money received from the sale of surplus personal property shall be either deposited in the district reserve or general fund or credited to the fund from which the original purchase was made. (Education Code 17547)

*(cf. 3100 - Budget)*

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# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3440(a)

## INVENTORIES

Note: Education Code 35168 requires the Governing Board to establish and maintain an inventory of all items of equipment with a current market value above \$500, as provided in item #1 below. Generally, the Board delegates this authority to the Superintendent or designee.

~~For equipment purchased with federal funds, unless the program is specifically exempted, 34 CFR 80.3 and 80.32 2 CFR 200.313 requires that districts conduct inventories of equipment acquired in whole or in part with federal grant funds, and 2 CFR 200.33 defines "equipment" as require districts to maintain inventory records of "tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit that exceeds \$5,000 or the capitalization level established by the district for financial statement purposes, whichever is less.~~ In the state's Federal Program Monitoring (FPM) process, the California Department of Education (CDE) reviews whether the district maintains an inventory record for each item of equipment with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal categorical funds. Thus, it is recommended that districts maintain inventories of equipment with an acquisition cost of \$500 or more per unit, as provided in item #2 below.

The district may specify lower amounts for items #1 and #2 below.

Note that the acquisition cost threshold amount established for the equipment inventory need not be the same as the threshold amount established for identifying capital assets for accounting purposes; see BP 3400 - Management of District Assets/Accounts. As explained in the CDE's California School Accounting Manual, all capitalized items should be inventoried, but not all inventoried items should be capitalized.

In order to provide for the proper tracking and control of district property, the Superintendent or designee shall maintain an inventory of equipment in accordance with law for the following:

1. All equipment items currently valued in excess of \$500 (Education Code 35168)
2. All equipment items purchased with state and/or federal categorical funds that have a useful life of more than one year with an acquisition cost of \$500 or more per unit

*(cf. 3290 - Gifts, Grants and Bequests)*

*(cf. 3400 - Management of District Assets/Accounts)*

*(cf. 3512 - Equipment)*

Note: The following **optional** paragraph may be revised to reflect district practice. According to the California School Accounting Manual, some districts choose to inventory certain items, such as computers, audiovisual equipment, and furniture, even if their cost is lower than the threshold defined by law.

In addition, the Superintendent or designee may maintain a list of specific items which shall be inventoried for internal control purposes regardless of their initial cost or current value.

The inventory shall contain a record of the following information: (Education Code 35168; 5 CCR 3946)

**INVENTORIES** (continued)

1. Name and description of the property
2. Identification number
3. Original cost of the item of equipment or a reasonable estimate if the original cost is unknown
4. Date of acquisition
5. Location of use
6. The date and method of disposal

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

Note: Items #1-5 below are for use by districts that have used state and/or federal categorical funds to purchase equipment with an initial cost over the threshold established by law or the district. The district may merge this list into the list above in order to provide consistent procedures for all district equipment.

In addition to the information specified in items #1-6 above, the following information shall be recorded for equipment acquired with state and/or federal categorical funds unless otherwise specified in law: (~~34 CFR 80.32~~; 5 CCR 3946; **2 CFR 200.313**)

1. Source of the property (funding source)
2. Titleholder
3. Percentage of federal participation in the cost of the property
4. Use and condition of property
5. Sale price of the property upon disposition and method used to determine current fair market value

***(cf. 3230 - Federal Grant Funds)***

At the time of purchase, the Superintendent or designee shall affix a label to the equipment containing the identification number and the district name. Equipment items purchased with categorical program funds shall also be labeled with the name of the project in accordance with 5 CCR 3946.

Note: The following **optional** paragraph provides for tracking of items that are moved from their original location. For additional requirements regarding safeguards for equipment purchased with categorical program funds, see AR 3512 - Equipment.

## INVENTORIES (continued)

Whenever an equipment item is moved to a new location or the equipment is used for a new purpose, the new location or purpose shall be recorded in the inventory.

*(cf. 3580 - District Records)*

**The Superintendent or designee shall annually submit an inventory listing of federally owned property in its custody to the federal agency that granted the award. (2 CFR 200.312)**

### Physical Inventory

Note: The FPM process for both state and federal categorical programs includes a determination as to whether the district has conducted a physical inventory of equipment within the past two years in accordance with **34 CFR 80.32, 2 CFR 200.313** as provided below. The California School Accounting Manual recommends that districts conduct a physical inventory at least once a year. The district may revise the following paragraph to specify a timeline shorter than two years.

At least once every two years, a physical inventory of equipment shall be conducted and the results reconciled with the property records. (**34 CFR 80.32 2 CFR 200.313**)

Note: The following two paragraphs are **optional**. The California School Accounting Manual includes recommended procedures for conducting a physical inventory, including procedures for preparing for the inventory, conducting the inventory count, and recounting. The following paragraph may be revised to reflect any specific district procedures for the physical inventory.

*Legal Reference: (see next page)*

## INVENTORIES (continued)

*Legal Reference:*

EDUCATION CODE

35168 Inventory of equipment

CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with consolidated application funds

16022-16023 Classification of records

16035 Historical inventory of equipment

UNITED STATES CODE, TITLE 20

2301-2414 Carl D. Perkins Career and Technical Education Act

CODE OF FEDERAL REGULATIONS, TITLE 2

200.0-200.521 Federal uniform grant guidance

CODE OF FEDERAL REGULATIONS, TITLE 34

80.1-80.52 Uniform administrative requirements for grants to state and local governments

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual, 2008

OFFICE OF MANAGEMENT AND BUDGET COMMUNICATIONS

Circular A 87, Cost Principles for State, Local, and Indian Tribal Governments, rev. May 10, 2004

WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

White House, Office of Management and Budget: <http://www.omb.gov>

<https://www.whitehouse.gov/omb>

School Services of California, Inc.: <http://www.sscal.com>

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3460(a)

## FINANCIAL REPORTS AND ACCOUNTABILITY

### Interim Reports

Note: Education Code 42130 requires that the district issue two interim fiscal reports; see the accompanying Board policy for information about the use of these reports to certify whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years.

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

Note: Interim reports must be based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are specified in 5 CCR 15453-15464, as amended by Register 2013, No. 49, and address the areas listed below. As amended, 5 CCR 15453 and 15460 replace the standard for revenue limits with a standard for LCFF revenue beginning in the 2014-15 fiscal year. 5 CCR 15460 provides that projected LCFF revenue for the current fiscal year or any of the two subsequent fiscal years should not have changed by more than two percent since budget adoption.

The interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

*(cf. 3100 - Budget)*

*(cf. 3220.1 - Lottery Funds)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3314 - Payment for Goods and Services)*

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

*(cf. 3110 - Transfer of Funds)*

**FINANCIAL REPORTS AND ACCOUNTABILITY** (continued)**Audit Report**

Note: Pursuant to Education Code 41020, each year the district is required to arrange for an independent audit of all the district's funds. The audit must be approved by the Governing Board and submitted to the County Superintendent of Schools, California Department of Education (CDE), and State Controller within specified timelines. See the accompanying Board policy.

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

Note: Pursuant to Education Code 41020, the audit must include an audit of income and expenditures for all district funds, as provided below. Additionally, ~~AB 97 (Ch. 47, Statutes of 2013) amended~~ Education Code 41020 ~~to~~ requires that the audit include a determination of whether funds were expended in accordance with the district's local control and accountability plan (LCAP). Pursuant to Education Code 52061, ~~as added by AB 97 and amended by SB 97 (Ch. 357, Statutes of 2013),~~ the annual update to the LCAP must list expenditures for specific actions to be taken to achieve the goals in the LCAP, including expenditures for services to English learners, foster youth, and students eligible for free and reduced-price meals. See BP/AR 0460 - Local Control and Accountability Plan for requirements pertaining to the LCAP.

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts, **state and federal grant funds**, and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

*(cf. 0460 - Local Control and Accountability Plan)*

***(cf. 3230 - Federal Grant Funds)***

*(cf. 3430 - Investing)*

*(cf. 3451 - Petty Cash Funds)*

*(cf. 3452 - Student Activity Funds)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

**FINANCIAL REPORTS AND ACCOUNTABILITY** (continued)

*(cf. 5117 - Interdistrict Attendance)*

Note: Pursuant to 31 USC 7502, Office of Management and Budget (OMB) Circular A-133, and subsequent compliance supplements, whenever the district expends \$500,000 or more in federal funds during a fiscal year, its audit of federal funds must be submitted to the federal audit clearinghouse designated by the OMB within the timelines specified below. Although submission of the report is often done by the auditor, it is the district's responsibility to ensure that it is submitted on time.

When required by federal law, specified records pertaining to the audit of federal funds received and expended by the district shall be transmitted to the federal clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the fiscal year, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program specific audit guide. (31 USC 7502)

Note: Pursuant to Education Code 41344 and 41344.1, the district may appeal to the Education Audit Appeals Panel (EAAP) when an audit finding requires the district to repay an apportionment or pay a penalty. If the EAAP finds that there has been substantial compliance with the law, it may waive or reduce repayments or order other remedial measures to induce future compliance.

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

**Fund Balance**



**FINANCIAL REPORTS AND ACCOUNTABILITY** (continued)

**Negative Balance Report**

Note: When applicable, Education Code 42127.5 requires districts to report the reasons for a negative unrestricted fund balance or negative cash balance. "Unrestricted funds" are any funds that are not constrained by law to be spent on specific purposes and which therefore may be spent as the Board deems appropriate. Such funds may be reported in the committed fund balance, assigned fund balance, or unassigned fund balance as provided in items #3-5 in the section "Fund Balance" above.

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

**Non-Voter-Approved Debt Report**

Note: The following section addresses notices regarding the issuance of revenue bonds, certificates of participation, and other non-voter-approved debts. Pursuant to Education Code 17150 and 17150.1, the County Superintendent and county auditor may, within 15 days of receiving these notices from the district, comment publicly to the Board regarding the capability of the district to repay the debt obligation.

Pursuant to Education Code 42133, a district that has a qualified or negative certification in any fiscal year

**FINANCIAL REPORTS AND ACCOUNTABILITY** (continued)

cannot issue non-voter-approved debt in that fiscal year or in the next fiscal year unless the County Superintendent determines that the district's repayment of the debt is probable.

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

*(cf. 7214 - General Obligation Bonds)*

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

**Other Postemployment Benefits Report** **GASB 45**

Note: **The following section reflects GASB Statement 45 75, which replaces Statement 45 for fiscal years beginning after June 15, 2017, or sooner at the district's discretion. GASB 75** contains reporting requirements pertaining to "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees). **Under GASB 45, the district must report OPEBs as a current expense during the working years of an employee, calculated by an actuary using one of six specified actuarial cost methods. In addition, To the extent that the OPEBs are not prefunded in a designated fund or irrevocable trust, they must be reported as a liability on the district's financial statements. Under GASB 75, districts that do not provide OPEB through a trust are required to report the total unfunded liability (i.e., OPEBs that are not prefunded), as calculated in the most recent actuary report, in the district's financial statements. Previously, districts were allowed to amortize the unfunded liability over a period of up to 30 years and report the annual amount in financial statements.** The decision of whether to prefund the benefits, and by how much, is at the Board's discretion; see BP 3100 - Budget.

The SBE's criteria and standards for budget adoption (5 CCR 15440-15451) require districts to estimate unfunded OPEBs as well as the unfunded portion of any self-insured benefits program. Changes to the unfunded liabilities are disclosed at interim reporting periods pursuant to 5 CCR 15453 and 15464. These reports are included in the state's standardized account code structure software used to develop budget and interim reports.

CSBA's **GASB 45 Solutions program OPEB Solutions Program** provides access to qualified actuaries and consultants and a GASB 45-compliant trust to prefund future obligations. See CSBA's web site for further information.

**FINANCIAL REPORTS AND ACCOUNTABILITY** (continued)

The following **optional** section may be revised to reflect district practice and should be deleted by districts that do not provide OPEBs.

In accordance with GASB Statement **45 75**, the district's financial statements shall report the **annual** expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*  
*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

Note: Pursuant to GASB **45 75**, the district must arrange for an actuary to update the valuation of its OPEB obligations ~~either every two years. (for OPEB plans with a total membership of 200 or more) or every three years (for OPEB plans with fewer than 200 members).~~ **The exception allowing OPEB plans with fewer than 200 members to perform the actuarial valuation every three years has been eliminated effective June 15, 2017.** CDE correspondence dated February 26, 2007 indicates that districts with fewer than 100 plan members may use an alternative method that does not require the services of an actuary. ~~The district may revise the following paragraph to reflect the district's circumstances.~~ **However, GASB 75 includes an option for the use of a specified alternative method in lieu of an actuarial valuation for purposes of determining the total OPEB liability for benefits provided through an OPEB plan with fewer than 100 members. Such districts may modify the following paragraph to reflect district practice.**

The district's financial obligation for OPEBs shall be reevaluated every two ~~or three~~ years in accordance with GASB **45 75**. ~~depending on the number of members in the OPEB plan.~~

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**Policy Reference UPDATE Service**

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# CSBA Sample Administrative Regulation

**Business and Noninstructional Operations**

AR 3512(a)

## **EQUIPMENT**

Note: The California School Accounting Manual distinguishes between "equipment" and "supplies" and defines equipment as having relatively permanent value (e.g., is serviceable for more than one year) and substantially increasing the value of the district's physical assets. Equipment is generally not of an expendable nature and does not easily deteriorate in use. Examples include computer systems, machinery, vehicles, and playground equipment.

District equipment shall be used primarily for educational purposes and/or to conduct district business. The Superintendent or designee shall ensure that all employees, students, and other users understand the appropriate use of district equipment and that any misuse may be cause for disciplinary action or loss of user privilege.

*(cf. 0440 - District Technology Plan)*  
*(cf. 3515.4 - Recovery for Property Loss or Damage)*  
*(cf. 3540 - Transportation)*  
*(cf. 3551 - Food Service Operations/Cafeteria Fund)*  
*(cf. 4040 - Employee Use of Technology)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 5142 - Safety)*  
*(cf. 5144 - Discipline)*  
*(cf. 6000 - Concepts and Roles)*  
*(cf. 6163.4 - Student Use of Technology)*  
*(cf. 6171 - Title I Programs)*

School-connected organizations may be granted reasonable use of the equipment for school-related matters as long as it does not interfere with the use by students or employees or otherwise disrupt district operations.

*(cf. 1230 - School-Connected Organizations)*  
*(cf. 1330 - Use of School Facilities)*

**EQUIPMENT** (continued)

Employees transferred to another work site shall take with them only those personal items that have been purchased with their own funds unless otherwise authorized by the Superintendent or designee or applicable Board policy.

Note: Education Code 35168 requires the district to maintain an inventory containing specified information for all equipment currently valued in excess of \$500. **For equipment purchased with federal funds, Although 34 CFR 80.3 and 80.32 2 CFR 200.313-200.314** only require districts to maintain inventory records of tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, **but** the state's Federal Program Monitoring process reviews whether the district maintains an inventory record for every item of equipment with an acquisition cost of \$500 or more per unit that is purchased with state and/or federal categorical funds. CSBA recommends an inventory of all equipment currently valued in excess of \$500 in order to simplify the district's inventory procedures and to comply with law. Also see AR 3440 - Inventories.

The Superintendent or designee shall maintain an inventory of all equipment currently valued in excess of \$500. (Education Code 35168; 5 CCR 3946)

*(cf. 3440 - Inventories)*

When equipment is unusable or is no longer needed, it may be sold, donated, or disposed of in accordance with Education Code 17540-17555 or **34 CFR 80.32-2 CFR 200.313**, as applicable.

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

**Equipment Acquired with Federal Funds**

Note: ~~Office of Management and Budget (OMB) guidance in OMB Circular A 87 (Cost Principles for State, Local, and Indian Tribal Governments)~~ **2 CFR 200.313 and 200.439** requires a district receiving federal grant funds to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure **including general purpose equipment; see AR 3230 - Federal Grant Funds.** ~~Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.~~

The Superintendent or designee shall obtain prior written approval from the California Department of Education or other awarding agency before purchasing equipment with federal funds. **(2 CFR 200.48, 200.313, 200.439)**

*(cf. 3230 - Federal Grant Funds)*

*(cf. 3300 - Expenditures and Purchases)*

All equipment purchased for federal programs funded through the consolidated application pursuant to Education Code 64000-64001 shall be labeled with the name of the project, identification number, and name of the district. **(2 CFR 200.313; 5 CCR 3946)**

For any equipment acquired in whole or in part with federal funds, the Superintendent or designee shall develop adequate maintenance procedures to keep the property in good

**EQUIPMENT** (continued)

condition. He/she shall also develop adequate safeguards to prevent loss, damage, or theft of the property and shall investigate any loss, damage, or theft. (**2 CFR 200.313; 34 CFR 80.32**)

(cf. 3530 - Risk Management/Insurance)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program. (**34 CFR 80.32-2 CFR 200.313**)

*Legal Reference:*EDUCATION CODE

17540-17542 Sale or lease of personal property by one district to another

17545-17555 Sale of personal property

17605 Delegation of authority to purchase supplies and equipment

35160 Authority of governing boards

35168 Inventory of equipment

64000-64001 Consolidated application process

CODE OF REGULATIONS, TITLE 5

3946 Control, safeguards, disposal of equipment purchased with state and federal consolidated application funds

4424 Comparability of services

16023 Class 1 - Permanent records

UNITED STATES CODE, TITLE 20

6321 Fiscal requirements

**CODE OF FEDERAL REGULATIONS, TITLE 2**

**200.0-200.521 Federal uniform grant guidance**

**CODE OF FEDERAL REGULATIONS, TITLE 34**

**80.1 80.52 Uniform administration requirements for grants to state and local governments**

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

**OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS**

**Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A 87**

WEB SITES

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

Office of Management and Budget: <https://www.whitehouse.gov/omb>

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**Policy Reference UPDATE Service**

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# CSBA Sample Board Policy

Students

BP 5145.3(a)

## NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, which prohibits discrimination based on race, nationality, ethnicity, gender, gender identity, gender expression, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; Title IX (20 USC 1681-1688), which prohibits discrimination based on sex, gender, **and** gender identity, **pregnancy, and parental status**; the Age Discrimination Act of 1975 (42 USC 6101-6107), which prohibits discrimination based on age; and Title II (20 USC 12101-12213) and Section 504 (29 USC 794), which prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. See also BP 0410 - Nondiscrimination in District Programs and Activities.

Moreover, **the this sample Board policy and the accompanying administrative regulation reflect the statutory** right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with his/her gender identity **is as** specified in Education Code 221.5, **as amended by AB 1266 (Ch. 85, Statutes of 2013)**. **The guidelines included in this Board policy and the accompanying administrative regulation to accommodate the needs of transgender and gender nonconforming students reflect best practices based on existing state and federal law, and regulatory agency guidance such as the May 2016 Dear Colleague Letter: Transgender Students jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights (OCR). Though OCR's enforcement of the May 2016 Dear Colleague Letter has been enjoined by a federal court, many of the recommended practices have already been adopted by California school districts to reflect state law protecting the rights of transgender students.** Districts with questions about the rights of transgender and gender-nonconforming students should consult legal counsel as appropriate. 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](#).

Education Code 234.1 **mandates** that districts adopt policy prohibiting, at school or in any school activity related to school attendance or under the authority of the district, discrimination, including discriminatory harassment, intimidation, and bullying, based on the foregoing characteristics. The California Department of Education (CDE), through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other **anti-discrimination** policies and practices to ensure compliance with these requirements. In addition, **the U.S. Department of Education's Office for Civil Rights (OCR)** is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures.

CSBA staff **met with received feedback and comment from** representatives **from of** CDE and OCR **to discuss regarding** this policy and the accompanying regulation as they relate to the UCP requirements. As a result, the sample policy and regulation have been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on them, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.

**NONDISCRIMINATION/HARASSMENT** (continued)

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, **extracurricular**, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, **of targeted at** any student **by anyone**, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

**Note: Education Code 234.1 prohibits unlawful discrimination in school-related activities and when it affects school attendance. However, OCR has clarified in several publications that conduct that occurs off campus may have an adverse effect on a student at school (i.e., create a "hostile environment" for the student). When that happens, the district has an obligation to investigate and to take steps to protect the student.**

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, **and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.** (~~Education Code 234.1~~)

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

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

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

*(cf. 6164.6 - Identification and Education Under Section 504)*

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, **includes may result from** physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also **shall** includes the creation of a hostile environment **when the through** prohibited conduct **that** is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Note: In addition to the types of prohibited student conduct described below, prohibited conduct also includes different treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination in District Programs And Activities.

Unlawful discrimination also includes disparate treatment of students based on one of the



**NONDISCRIMINATION/HARASSMENT** (continued)

categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who **reports or participates in the reporting of unlawful discrimination**, files or **participates in the filing of a complaint, or investigates or otherwise** participates in the ~~filing or~~ investigation of a complaint or report ~~regarding an incident of~~ **alleging unlawful** discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

Note: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to adopt and publicize its nondiscrimination policies to the school community. The following paragraph may be modified to reflect district practice.

In addition, in its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the **district's** educational program. He/she shall report his/her findings and recommendations to the Board after each review.

*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 1330 - Use of Facilities)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

**Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.**

**NONDISCRIMINATION/HARASSMENT** (continued)

Note: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. The district should consult legal counsel as necessary.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion **for when the** behavior **that** is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

*(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. 5145.2 - Freedom of Speech/Expression)*

**Record-Keeping**

**The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.**

*(cf. 3580 - District Records)*

*Legal Reference: (see next page)*

## NONDISCRIMINATION/HARASSMENT (continued)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination  
48900.3 Suspension or expulsion for act of hate violence  
48900.4 Suspension or expulsion for threats or harassment  
48904 Liability of parent/guardian for willful student misconduct  
48907 Student exercise of free expression  
48950 Freedom of speech  
48985 Translation of notices  
49020-49023 Athletic programs  
51500 Prohibited instruction or activity  
51501 Prohibited means of instruction  
60044 Prohibited instructional materials

#### CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

#### PENAL CODE

422.55 Definition of hate crime  
422.6 Crimes, harassment

#### CODE OF REGULATIONS, TITLE 5

432 Student record  
4600-4687 Uniform complaint procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs

#### UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972  
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**

#### CODE OF FEDERAL REGULATIONS, TITLE 28

**35.107 Nondiscrimination on basis of disability; complaints**

#### CODE OF FEDERAL REGULATIONS, TITLE 34

**99.31 Disclosure of personally identifiable information**

**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**

#### COURT DECISIONS

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

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

### Management Resources:

#### CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

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

Management Resources continued: (see next page)

**NONDISCRIMINATION/HARASSMENT (continued)**

*Management Resources: (continued)*

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

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

**Dear Colleague Letter: Transgender Students, May 2016**

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

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 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 of any** students based on **his/her** actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, **pregnancy**, 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 **and other federal regulations 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 **applicable** 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 alleging** unlawful discrimination **targeting a student**, including discriminatory harassment, intimidation, or bullying, based on **the student's** actual **or perceived** race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, **pregnancy**, physical or mental

**NONDISCRIMINATION/HARASSMENT** (continued)

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  
 (title or position)  
445 Montezuma Street, Rio Vista, CA 94571  
 (address)  
(707) 374-1700  
 (telephone number)  
Superintendent@rdusd.org  
 (email)

*(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 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts publicize their nondiscrimination notices and the full contact information for their compliance officer(s) by posting them at prominent locations on school web sites and making them available through social media.

Item #1 below may be revised to specify the means by which the district publicizes 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, 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)*

**NONDISCRIMINATION/HARASSMENT** (continued)

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 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. **See also CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students**. Item #3 below may be modified to reflect district practice.

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy, **including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students**. ~~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, request to meet with~~ the compliance officer ~~shall meet with the student and/or parent/guardian who raises the objection to determine how best to accommodate that student or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private. 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 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 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.

4. The Superintendent or designee shall ensure that **all** students and parents/guardians,

**NONDISCRIMINATION/HARASSMENT** (continued)

including ~~students and parents/guardians~~ **those** with limited English proficiency, are notified of how to access the relevant information provided in the district's 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 **details of guidelines for the district may use to provide a discrimination-free environment for all district students,** including 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, how to report it or file a complaint, 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 students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed 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. 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)

Note: Though a formal complaint must be in writing pursuant to 5 CCR 4600, the district's obligation to provide a safe school environment for its students overrides the need to comply with formalities. Thus, once the district receives notice of an incident, whether verbally or in writing, it is good practice to begin the investigation of the report and to take steps to stop any prohibited conduct and address any effect on students. The following paragraph reflects such practice and is consistent with OCR recommendation.

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

**NONDISCRIMINATION/HARASSMENT** (continued)**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, regardless of the gender listed on his/her educational records. The following guidelines are designed to implement ~~AB 1266 and Education Code 221.5,~~ 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.~~ **and regulatory agency guidance such as the May 2016 Dear Colleague Letter: Transgender Students jointly issued by the Civil Rights Division of the U.S. Department of Justice (DOJ) and OCR. According to the jointly issued Dear Colleague Letter, a school's Title IX obligation to ensure nondiscrimination on the basis of sex requires it to provide transgender students equal access to educational programs and activities, even in circumstances in which other students, parents/guardians, or community members raise objections or concerns. In addition, in May 2016, the U.S. Department of Education's Office of Elementary and Secondary Education published Examples of Policies and Emerging Practices for Supporting Transgender Students as a resource to complement the jointly issued Dear Colleague Letter. Though OCR's enforcement of the May 2016 Dear Colleague Letter has been enjoined by a federal court, many of the recommended practices have already been adopted by California school districts to reflect state law protecting the rights of transgender students.** 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 based on its particular circumstances 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.

*Gender identity* of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, 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 is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical

**NONDISCRIMINATION/HARASSMENT** (continued)

aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. 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 student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity
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, without the student's consent
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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**NONDISCRIMINATION/HARASSMENT** (continued)

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall 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 any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee 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.

As appropriate given the **physical, emotional, and other significant risks to the student's need for support**, the compliance officer may ~~consider discussing~~ **discuss** with the student ~~the any~~ need to disclose the student's transgender or gender-nonconformity status **or gender identity or gender expression** 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)*

**Note: In the May 2016 Dear Colleague Letter, DOJ and OCR noted that there is no medical diagnosis or treatment requirement that students must meet as a prerequisite to being treated consistent with their gender identity.**

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion **of his/her gender identity and begin to treat the student consistent with his/her gender identity** unless district personnel present a credible **and supportable** 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

**NONDISCRIMINATION/HARASSMENT** (continued)

meeting with the student and, if appropriate, his/her parents/guardians to identify ~~potential issues, including transition-related issues,~~ and develop strategies for ~~addressing them~~ **ensuring that the student's access to education programs and activities is maintained.** 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 for the student** 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~~ **When the district** maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, ~~A student~~ **shall be entitled permitted** to access facilities and participate in programs and activities consistent with ~~his/her~~ **their** gender identity. ~~If available and requested by any student, regardless of the underlying reason,~~ **To address any student's privacy concerns in using sex-segregated facilities,** the district shall offer ~~available~~ **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)*

**NONDISCRIMINATION/HARASSMENT** (continued)

**Note: 5 CCR 432 requires the legal name, sex, date of birth, etc., of a student to be maintained as part of the student's "mandatory permanent student records" but does not prohibit keeping of other records, such as a student's preferred name, as part of the student's "permitted student records."**

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. **Such preferred name may be added to the student's record and official documents as permitted by law.**

*(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 Board Policy

Students

BP 5145.7(a)

## SEXUAL HARASSMENT

Note: Education Code 231.5 **mandates** the district to have written policies on sexual harassment. The following policy addresses harassment by and of students in the school setting.

Title IX of the Education Amendments of 1972 (20 USC 1681-1688) prohibits discrimination based on sex by recipients of federal financial assistance. School districts are responsible under Title IX and the regulations for the issuance of a policy against sex discrimination (34 CFR 106.8). Sexual harassment is a form of sex discrimination under Title IX and can deny or limit a student's ability to participate in or receive education benefits, services, or opportunities on the basis of that student's sex.

A district can be held liable for civil damages for the sexual harassment of students pursuant to Title IX and/or Education Code 220, if the district is found to have been "deliberately indifferent" in its response to known sexual harassment. In Davis v. Monroe County Board of Education, the U.S. Supreme Court held that a district would be deliberately indifferent if (1) the harasser and the context in which the sexual harassment occurred were within the district's control; (2) the harassment was so severe, pervasive, and objectively offensive that it deprived a student of access to educational opportunities or benefits provided by the district; (3) the district had actual knowledge of the harassment; and (4) the district's conduct was unreasonable considering the surrounding circumstances. This standard was applied by an appellate court in Donovan v. Poway Unified School District based on Education Code 220.

In addition to filing a private civil lawsuit, an alleged victim of sexual harassment may file a complaint with the California Department of Education (CDE) and/or the U.S. Department of Education's Office for Civil Rights (OCR), the federal agency responsible for administrative enforcement of federal laws and regulations that prohibit discrimination in programs and activities that receive federal financial assistance from the U.S. Department of Education. OCR applies a different standard than the "deliberate indifference" standard when addressing complaints against a district. Under OCR's enforcement standards, a district may be held to be in violation when a student is subjected to harassing conduct by another student, an employee, or a third party, and (1) the district knows or should know about the harassment, (2) the harassment is sufficiently serious as to create a hostile educational environment for the student, and (3) the district failed to take appropriate responsive actions. In other words, while a district is not responsible for the conduct of the other student or the third party, it may be liable for failing to respond adequately once it has notice. However, if a student is sexually harassed by an employee who was acting in the context of his/her job responsibilities, the district may be in violation of Title IX whether or not it has notice. **See BP/AR 4119.11/4219.11/4319.11 – Sexual Harassment.**

In April 2011, OCR issued its Dear Colleague Letter: Sexual Violence to supplement its January 2001 Revised Sexual Harassment Guidance on federal Title IX requirements as they pertain to sexual harassment. In the letter, OCR clarifies that sexual violence, including rape, sexual assault, sexual battery, and sexual coercion, is a form of sexual harassment that must be addressed by districts using the same procedures used to address other forms of sexual harassment, such as unwelcome sexual advances.

CSBA staff met with representatives from CDE and OCR to discuss this policy and the accompanying regulation as they relate to the uniform complaint procedure (UCP) requirements. As a result, the sample policy and regulation have been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on them, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.



**SEXUAL HARASSMENT** (continued)

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

Note: OCR's January 2001 Revised Sexual Harassment Guidance and 2011 Dear Colleague Letter: Sexual Violence note that, regardless of whether a harassed student, his/her parent/guardian, or a third party files a complaint under the district procedures or otherwise requests action on the student's behalf, a school that knows, or reasonably should know, about possible harassment must promptly take action to determine what occurred and then take appropriate steps to resolve the situation. Even where a parent/guardian or student does not wish to disclose the student's identity, there are steps a school can take to limit the effects of alleged harassment and prevent its recurrence without initiating formal action. Such steps may include limited investigative activities and actions to protect the complainant and the school community and prevent recurrence while keeping the identity of the complainant confidential. These actions may include 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 school's policies on sexual violence. OCR has indicated that the principles in its Revised Sexual Harassment Guidance also apply to harassment based on race, color, national origin, disability, or age.

It is also important to note that a referral to law enforcement does not relieve a school district of its responsibility to investigate the complaint as a matter of sex discrimination.

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult **who has experienced off-campus sexual harassment that has a continuing effect on campus** to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer. **Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.**

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

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

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

Note: Government Code 12950.1 requires any district with 50 or more employees to provide two hours of sexual harassment training and education to supervisory employees once every two years. See AR 4119.11/4219.11/4319.11 - Sexual Harassment. In addition, in its April 2011 Dear Colleague Letter: Sexual Violence, OCR underlies the importance of training in preventing and responding to sexual harassment and encourages districts to provide training to all segments of the school community.

**SEXUAL HARASSMENT** (continued)

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

**Instruction/Information**

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

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained

Note: In its April 2011 Dear Colleague Letter: Sexual Violence, OCR acknowledges that, where sexual harassment or violence occurs in the context of other possible rule violations, students may be reluctant to report sexual harassment or violence. For example, a student who is sexually harassed while he/she is away from school without permission may be reluctant to file a complaint if he/she believes that he/she may be disciplined for the violation. As such, item #4 below clarifies that any other rule violation will be addressed separately from the sexual harassment complaint in order to encourage students to report the harassment.

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. **A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students**
- ~~5.~~ **6.** Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made

Note: In its April 2011 Dear Colleague Letter: Sexual Violence, OCR restates the requirement that a district's procedure for investigating sexual harassment complaints must be widely disseminated and be written in language appropriate to the age of the school's students. Examples include having copies of the procedure available throughout the school, publishing the procedure in the student handbook, and identifying individuals who can explain the procedure.

**SEXUAL HARASSMENT** (continued)

- 6.7.** Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, **including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues**
- 8.** **A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment**

**Complaint Process and Disciplinary Actions**

Note: Pursuant to Education Code 231.5, the district's policy must contain information on where to obtain a 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 the UCP to investigate and resolve sexual harassment complaints involving students. See AR 1312.3 - Uniform Complaint Procedures for details of these procedures.

~~Complaints regarding~~ Sexual harassment **complaints by and against students** shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

Note: Pursuant to Education Code 48900.2, a student in grades 4-12 may be suspended and/or expelled from school for sexual harassment. Education Code 48900.2 also requires the sexual harassment, when considered from the perspective of a reasonable person of the same gender as the alleged victim, to be sufficiently severe or pervasive as to have a negative impact upon the alleged victim's academic performance or to create an intimidating, hostile, or offensive educational environment for the alleged victim. Under OCR's 2001 Revised Sexual Harassment Guidance interpreting Title IX, 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 alleged victim. Districts should also note that Education Code 48915(c) requires the Superintendent or designee to recommend expulsion for any student, irrespective of grade, who commits sexual assault or battery as defined in the Penal Code. See AR 5144.1 - Suspension and Expulsion/Due Process.

**Upon investigation of a sexual harassment complaint, Any student who engages found to have engaged** in sexual harassment or sexual violence ~~at school or at a school-sponsored or school-related activity is~~ in violation of this policy ~~and~~ shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or

## **SEXUAL HARASSMENT (continued)**

expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

*(cf. 5144 - Discipline)*

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

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

**Upon investigation of a sexual harassment complaint, Any staff member any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to discipline up to and including dismissal have his/her employment terminated in accordance with applicable policies, laws, and/or the applicable collective bargaining agreements.**

*(cf. 4117.7 - Employment Status Report)*

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

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

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

## **Record-Keeping**

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

*(cf. 3580 - District Records)*

### *Legal Reference:*

#### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

#### CIVIL CODE

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

1714.1 Liability of parents/guardians for willful misconduct of minor

#### GOVERNMENT CODE

12950.1 Sexual harassment training

#### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

#### UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

*Legal Reference continued: (see next page)*

## SEXUAL HARASSMENT (continued)

### *Legal Reference: (continued)*

#### UNITED STATES CODE, TITLE 42

1983 *Civil action for deprivation of rights*

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

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

#### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy*

106.1-106.71 *Nondiscrimination on the basis of sex in education programs*

#### COURT DECISIONS

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

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

*Reese v. Jefferson School District*, (2001, 9th Cir.) 208 F.3d 736

*Davis v. Monroe County Board of Education*, (1999) 526 U.S. 629

*Gebser v. Lago Vista Independent School District*, (1998) 524 U.S. 274

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

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

### *Management Resources:*

#### CSBA PUBLICATIONS

*Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students*, Policy Brief, February 2014

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

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

**Dear Colleague Letter: Transgender Students, May 2016**

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

*Dear Colleague Letter: Title IX Coordinators*, April 2015

*Questions and Answers on Title IX and Sexual Violence*, April 2014

*Dear Colleague Letter: Sexual Violence*, April 4, 2011

*Sexual Harassment: It's Not Academic*, September 2008

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

#### WEB SITES

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

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

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

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### **Policy Reference UPDATE Service**

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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

(title or position)

445 Montezuma Street, Rio Vista, CA 94571

(address)

(707) 374-1700

(telephone number)

Superintendent@rdusd.org

(email)

*(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 <u><a href="#">Dear Colleague Letter: Sexual Violence</a></u>, its January 2001 <u><a href="#">Revised Sexual Harassment Guidance</a></u>, 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
12. **Electronic communications containing comments, words, or images described above**

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

**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 by another student, an employee, or a third party** 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.

**When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a**



**SEXUAL HARASSMENT** (continued)

**hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.**

When a **verbal or informal** report of sexual harassment is submitted, the 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. **Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.**

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.

**In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.**

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 **to** the Superintendent or designee who shall determine who will investigate the complaint.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

**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

**SEXUAL HARASSMENT** (continued)

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.

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.

**SEXUAL HARASSMENT** (continued)

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. **To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment.** ~~Such~~ **Interim** 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:

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)*

**Note: In its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate the contact information for current compliance officer(s) to students, parents/guardians, and employees. Item #2 below may be modified to reflect the means used by the district to disseminate its sexual harassment policy and regulation.**

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

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)*

**SEXUAL HARASSMENT** (continued)

***(cf. 1114 - District-Sponsored Social Media)***

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)

Note: Items #5 and #6 below are <b>optional</b> .
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5. Be included in the student handbook
6. Be provided to employees and employee organizations

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

**BP 0410 - Nondiscrimination in District Programs and Activities**

(BP revised)

Policy updated to reflect **NEW LAW** (AB 30, 2015) which, effective January 1, 2017, prohibits the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. Policy also adds language regarding the use of uniform complaint procedures to investigate and resolve any allegation of unlawful discrimination, expands the means by which notice of the district's nondiscrimination policy will be distributed, reflects **NEW LAW** (SB 1375, 2016) which requires districts to post specified information regarding Title IX on their web site by July 1, 2017, and adds the district's responsibility to make its web site accessible to individuals with disabilities.

**BP 4151/4251/4351 - Employee Compensation**

(BP revised)

Policy updated to add new section on "Overtime Compensation" and to reflect **NEW FEDERAL REGULATIONS** (81 Fed. Reg. 32391) which adjust the salary level at which employees become eligible to receive overtime pay. Policy also revised to reflect the requirement to classify nonadministrative, nonsupervisory certificated employees on the salary schedule based on years of training and experience, the prohibition against paying certificated employees different salaries solely on the basis of the grade levels they teach, the board's authority to determine the frequency and schedule of salary payments for employees who work less than 12 months per year, and the requirement to post a notice of federal minimum wage provisions.

**AR 4157.1/4257.1/4357.1 - Work-Related Injuries**

(BP deleted; AR added)

Policy moved to administrative regulation and updated to clarify notification requirements, including requirements related to (1) the method and timeline for notifications; (2) availability of notifications in both English and Spanish; (3) notice to an employee who is a victim of crime at the workplace that he/she may be potentially eligible for workers' compensation benefits; (4) the filing of a report of work-related injury or illness with the district's insurer or, if the district is self-insured, with the Department of Industrial Relations (DIR); (5) notice to the DIR's Division of Occupational Safety and Health of any work-related death or serious injury/illness; and (6) the posting of workers' compensation information in a conspicuous location frequented by employees.

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### **AR 5125.3 - Challenging Student Records**

(AR revised)

Regulation reorganized and updated to reflect the requirement to notify a parent/guardian when the superintendent corrects or removes a student record following an appeal in which the board grants the parent/guardian's request. Regulation also adds material on the composition and conduct of the hearing panel that may be established to assist in making determinations regarding challenges to student records.

### **AR 5148 - Child Care and Development**

(AR revised)

Regulation updated to reflect **NEW LAW** (SB 792, 2015) which requires employees and volunteers at a child care center to be immunized against influenza, pertussis, and measles, with specified exemptions. Regulation revised to reflect **NEW LAW** (SB 277, 2015) which eliminates the personal beliefs exemption for immunization of enrolled children unless a letter or affidavit was submitted by January 1, 2016, in which case the exemption will only be effective until the child reaches the next grade span. Regulation also reflects **NEW LAW** (AB 982, 2015) which authorizes the district liaison for homeless students, a Head Start program, or a transitional shelter to identify a child in need of subsidized child care services.

### **AR 5148.3 - Preschool/Early Childhood Education**

(AR revised)

Regulation updated to reflect **NEW LAW** (SB 792, 2015) which requires employees and volunteers at a preschool to be immunized against influenza, pertussis, and measles, with specified exemptions. Regulation also reflects **NEW LAW** (AB 982, 2015) which expands the list of entities that can identify a child in need of subsidized preschool to include the district liaison for homeless children and youth, a Head Start program, or a transitional shelter.

### **BP 6142.94 - History-Social Science Instruction**

(BP revised)

Policy updated to reflect key concepts in the [History-Social Science Framework for California Public Schools](#) adopted by the State Board of Education in July 2016, including, but not limited to, a new emphasis on developing student's literacy skills within the context of history-social science instruction. Policy also reflects law that encourages the use of personal testimony through oral history, videos, or other multimedia formats and establishes requirements for personal testimony provided through oral histories.

### **AR 6143 - Courses of Study**

(AR revised)

Regulation updated to add comprehensive sexual health education as a required course of study for grades 7-12 and to add optional topics of instruction authorized by law, including instruction on violence awareness and prevention, the Bracero program, and genocide. Regulation also reflects **NEW LAW** (AB 2016, 2016) which encourages a course in ethnic studies based on a model curriculum to be adopted by the State Board of Education by March 31, 2020 and **NEW LAW** (AB 1719, 2016) which requires instruction in cardiopulmonary resuscitation beginning in 2018-19 school year for any district that has established health education as a high school graduation requirement.

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**BP/AR/E 6173 - Education for Homeless Children**

(BP/AR/E revised)

Policy, regulation, and exhibits updated to reflect the federal McKinney-Vento Homeless Assistance Act as amended by the Every Student Succeeds Act (P.L. 114-95), as well as updated U.S. Department of Education non-regulatory guidance. Policy includes new material on the designation of a district liaison for homeless children and youth, identification of homeless students, confidentiality of student records containing information about a homeless student's living situation, and coordination of services with other entities. Policy also reflects new mandate to adopt policy to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, and **NEW LAW** (SB 1068, 2016) which requires the California Department of Education (CDE) to provide specified informational and training materials to district liaisons. Regulation revises the definitions of "homeless student" and "school of origin," revises the duties of the district liaison, reflects requirement to provide the district liaison's contact information to the CDE and other specified persons, provides that a homeless student will be immediately enrolled even if he/she misses application or enrollment deadlines, and revises the content of the written explanation of the district's decision related to eligibility, school selection, or enrollment. Exhibits updated to revise the content of the district's explanation of its decision(s) related to eligibility, school selection, or enrollment and to revise the dispute form for use by parents/guardians who choose to appeal the district's decision.

**E 9323.2 - Actions by the Board**

(E revised)

Minor revision made in E(1) to add requirement for two-thirds vote of the board when a K-8 district chooses to establish a community day school.

# CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0410(a)

## NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

Note: Government Code 11138 **mandates** districts to adopt rules and regulations to ensure that district programs and activities are free from unlawful discrimination. In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220 prohibits discrimination based on race or ethnicity, nationality, sex, sexual orientation, gender, gender identity, gender expression, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Government Code 11135 prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. **For policy language protecting students against discrimination and harassment, see BP/AR 5145.3 - Nondiscrimination/Harassment and BP/AR 5145.7 - Sexual Harassment.**

Education Code 260 and 5 CCR 4900-4965 require the Governing Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights of the U.S. Department of Education, and the California Department of Education may investigate complaints regarding discrimination pursuant to 5 CCR 4600-4687.

**Similarly, Government Code 12940 provides protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment. Government Code 12940, as amended by AB 556 (Ch. 691, Statutes of 2013), prohibits employers from discriminating against employees and job applicants based on their military or veteran status. In addition, Government Code 12940 prohibits employers from discriminating against employees and job applicants based on genetic information, gender identity, and gender expression, and requires employers to reasonably accommodate employees' religious dress and grooming practices. For policy language addressing these prohibitions-protections as they relate to volunteers, see BP 1240 - Volunteer Assistance, and in relation to employees, unpaid interns, and job applicants, see BP 4030 - Nondiscrimination in Employment.**

The Governing Board is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from **unlawful** discrimination, **including discrimination against an individual or group** based on race, color, ancestry, **nationality**, national origin, ethnic group identification, age, religion, marital, **pregnancy**, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; **the a** perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4033 - Lactation Accommodation)*

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

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

*(cf. 5131.2 - Bullying)*



**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES** (continued)*(cf. 5145.3 - Nondiscrimination/Harassment)**(cf. 5145.7 - Sexual Harassment)**(cf. 5146 - Married/Pregnant/Parenting Students)****(cf. 6145 - Extracurricular and Cocurricular Activities)****(cf. 6145.2 - Athletic Competition)**(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)**(cf. 6164.6 - Identification and Education Under Section 504)**(cf. 6178 - Career Technical Education)**(cf. 6200 - Adult Education)*

**Note:** Education Code 221.2-221.3 (the California Racial Mascot Act), as added by AB 30 (Ch. 767, Statutes of 2015), declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames in public schools to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname beginning January 1, 2017. The following paragraph expands this prohibition to include any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice.

**District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.**

Note: 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 participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. **See BP/AR 5145.3 - Nondiscrimination/Harassment.** ~~It should be noted that an attempt is currently in progress to qualify a referendum on AB 1266 for the November 2014 ballot. However, even as the eventual outcome is unknown as of this writing, the district still has an obligation under other existing state and federal laws to accommodate the needs of transgender and gender nonconforming students; see BP/AR 5145.3 - Nondiscrimination/Harassment. Districts with questions about the rights of transgender and gender nonconforming students should consult legal counsel as appropriate.~~ For further information, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students and its Interim Updated Legal Guidance: Regarding Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, Privacy, and Facilities.

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any **derogatory or discriminatory name, image, practice, or other barrier** that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, ~~including the use of facilities~~. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

*(cf. 1330 - Use of Facilities)*

**All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.**

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES** (continued)

*(cf. 1312.3 - Uniform Complaint Procedures)*

Note: Many nondiscrimination laws and regulations contain a notification requirement. For example, pursuant to 34 CFR 104.8 and 106.9, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the bases of disability and sex in its educational programs or activities. **In addition, Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), requires that, on or before July 1, 2017, districts must post specified information relating to Title IX on their web sites.** To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups **and, as applicable, to the public. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.**

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

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

*(cf. 5145.6 - Parental Notifications)*

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

**Access for Individuals with Disabilities**

Note: Pursuant to the ADA and its implementing regulations, 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES** (continued)

alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the U.S. Department of Justice.

In addition, pursuant to 28 CFR 35.136, a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2 - Animals at School. Districts with questions about compliance with the ADA should consult with legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (**ADA**) and any implementing standards and/or regulations. **When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.**

*(cf. 6163.2 - Animals at School)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7111 - Evaluating Existing Buildings)*

Note: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.

In addition, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). In effect, the district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available.

**A U.S. Department of Justice technical assistance publication, Accessibility of State and Local Government Websites to People with Disabilities, affirms that the ADA applies to district-sponsored web sites. Examples of technical standards for web site accessibility are available from the World Wide Web Consortium, California Department of Education's standards for state web sites, and other sources; see BP 1113 - District and School Web Sites.**

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, **assistive technologies or other modifications to increase accessibility to district and school web sites**, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to **the a** school-sponsored function, program, or meeting.

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)**

*(cf. 6020 - Parent Involvement)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

**Note: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the district's compliance with state and federal laws and regulations governing educational programs as identified in the district's uniform complaint procedures. The following paragraph, which identifies the person or position identified in the AR 1312.3 - Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.**

**The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.**

**Superintendent**

**(title or position)**

**445 Montezuma Street, Rio Vista, CA 94571**

**(address)**

**(707) 374-1700**

**(telephone number)**

**Superintendent@rdusd.org**

**(email)**

*Legal Reference: (see next page)*

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES** (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

*Management Resources:*CSBA PUBLICATIONS[Interim Updated Legal Guidance: Regarding Protecting Transgender and Gender Nonconforming Students, Privacy, and Facilities Against Sex Discrimination, September 27, 2013-July 2016](#)[Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014](#)[Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011](#)CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS[California Law Prohibits Workplace Discrimination and Harassment](#)*Management Resources continued: (see next page)*

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES** (continued)

*Management Resources: (continued)*

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

**Dear Colleague Letter: Transgender Students, May 2016**

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

**Dear Colleague Letter: Title IX Coordinators, April 2015**

**Dear Colleague Letter: Harassment and Bullying, October 2010**

**Dear Colleague Letter: Electronic Book Readers, June 29, 2010**

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

**Accessibility of State and Local Government Websites to People with Disabilities, June 2003**

**WORLD WIDE WEB CONSORTIUM PUBLICATIONS**

**Web Content Accessibility Guidelines, December 2008**

WEB SITES

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

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

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

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

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

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>

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

**World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>**

# CSBA Sample Board Policy

All Personnel

BP 4151(a)

4251

**EMPLOYEE COMPENSATION**

4351

Note: Districts that include provisions related to employee compensation in their collective bargaining agreements should modify or delete the following **optional** policy accordingly.

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

*(cf. 3100 - Budget)*

*(cf. 3400 - Management of Districts Assets/Accounts)*

*(cf. 4000 - Concepts and Roles)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

Note: Education Code 45023 **and 45162** requires the Governing Board to adopt ~~and publish a certificated employee~~ salary schedules **for certificated and classified employees, respectively**. Pursuant to Education Code 45028, every certificated employee, except persons employed in administrative or supervisory positions, must be classified on the salary schedule on the basis of a uniform allowance for years of training and years of experience. In addition, Education Code 45028 specifies that a certificated employee may not be classified or paid differently solely because of the grade level at which he/she serves. However, Government Code 3543.2 permits the district and exclusive bargaining representative to "mutually agree" to a salary schedule based on criteria other than training and years of experience. For districts operating under a merit system, Education Code 45268 specifies that the personnel commission will recommend a salary schedule **for classified employees** to the Board for approval and that the Board may not amend the schedule without first giving the commission an opportunity to respond to the amendments.

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

*(cf. 4121 - Temporary/Substitute Personnel)*

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. 4143/4243 - Negotiations/Consultation)*

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

*(cf. 4030 - Nondiscrimination in Employment)*

## EMPLOYEE COMPENSATION (continued)

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

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4312.1 - ~~Contacts~~Contracts)

Note: Pursuant to Education Code 45038, certificated employees may be paid once every two weeks, twice a month, or once every four weeks. The Board may also choose to pay certificated employees, or one or more individual employees, in 10, 11, or 12 equal payments instead of by the school month. Education Code 45039 provides that, if the Board arranges to pay certificated employees in 12 equal payments for the year, it may pay each monthly installment at the end of each calendar month, whether or not the employees are engaged in teaching during the month. Education Code 45165 addresses salary payments for classified employees who are employed 9-11 months per year.

~~Education Code 45038 and 45039 authorize a district to pay employees in either 10, 11, or 12 equal installments. In 2007, the Internal Revenue Service (IRS) issued new rules, Pursuant to 26 CFR 1.409A-1, as amended by 72 Fed. Reg. 19234, regarding tax implications for the practice of paying employees who work 10 months per year but are paid over a 12-month period so that they receive a paycheck every month. This is a form of "deferred compensation." If the district allows employees to "elect" whether to receive their paychecks in such a manner, then according to the IRS, such employees must submit written election forms to the district in order to avoid any additional tax on the deferred compensation. If the district requires employees to receive their paychecks in such a manner without offering them an option, then the employees do not need to complete election forms, but the district must develop a written document describing how the employees will be paid, including the dates, schedule, and amounts of payment.~~

Education Code 45048 and 45165 specifies when salary payments must be made provide specific timelines for issuing salary payments depending on the frequency of payments. If payments are not made in a timely manner, the district is required to pay the employee interest on the unpaid amount.

**The following paragraph may be revised to reflect the payroll schedule determined by the Board.**

~~The Superintendent or designee shall ensure that the district's payroll system complies with all applicable laws and bargaining agreements, including, but not limited to, timelines regarding payment of compensation and deductions of dues for employee organizations.~~

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

Note: Pursuant to 29 CFR 516.4, districts are required to post a notice of the minimum wage provisions of the Fair Labor Standards Act (29 USC 201-219) in a conspicuous place at all work sites. The poster that must be used by state and local governments is available on the web site of the U.S. Department of Labor's Wage and Hour Division.



## EMPLOYEE COMPENSATION (continued)

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

### **Overtime Compensation**

**Note: Pursuant to the federal Fair Labor Standards Act (FLSA) (29 CFR 553.20), employees who are not specifically exempted by law must receive overtime pay at a rate not less than one and one-half times their regular rate of pay for hours worked in excess of 40 hours per work week. Furthermore, state law (Labor Code 510) entitles employees to an overtime pay rate after working eight hours in one day, unless an alternative schedule allowed by law is approved.**

**Pursuant to 29 CFR 541.0-541.710, employees are exempt from the FLSA overtime rules if they are executive, administrative, or professional staff, as defined, and their salary is at or above the salary level established in 29 CFR 541.600, as amended by 81 Fed. Reg. 32391. This salary level will automatically be updated every three years beginning January 1, 2020 according to the method specified in 29 CFR 541.607. Because the federal salary limit qualifying for exemption is higher than the California salary test, the federal limit prevails.**

**When calculating the overtime rate of pay, 29 USC 207 requires that all remuneration for employment paid to or on behalf of the employee, with specified exclusions, be considered as part of the employee's regular rate of pay. In Flores v. City of San Gabriel, the appeals court ruled that cash payments made in lieu of benefits must be included in the calculation.**

**Overtime pay requirements are not applicable to school administrators or teachers in elementary or secondary schools under specific exemptions in 29 USC 213 and 29 CFR 541.303. Pursuant to 29 CFR 541.303 and 541.600, teachers do not need to meet the salary level requirement to be exempt from overtime rules. 29 CFR 541.204 provides that administrators must either meet the salary level requirement or be compensated on a salary basis that is at least equal to the entrance salary for teachers in the administrator's school to be exempt from overtime rules.**

**A district employee shall be paid an overtime rate of not less than one and one-half times his/her regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations. (Labor Code 510; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)**

BP 4151(d)  
4251  
4351

**EMPLOYEE COMPENSATION** (continued)

*Legal Reference: (see next page)*

## EMPLOYEE COMPENSATION (continued)

### Legal Reference:

#### EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

#### GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

#### LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

**510 Overtime compensation; length of work day and week; alternative schedules**

#### UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

#### **UNITED STATES CODE, TITLE 29**

**201-219 Fair Labor Standards Act, especially:**

**203 Definitions**

**207 Overtime**

**213 Exemptions from minimum wage and overtime requirements**

#### CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

#### **CODE OF FEDERAL REGULATIONS, TITLE 29**

**516.4 Notice of minimum wage and overtime provisions**

**516.5-516.6 Records**

**541.0-541.710 Exemptions for executive, administrative, and professional employees**

**553.1-553.51 Fair Labor Standards Act; applicability to public agencies**

#### **COURT DECISIONS**

**Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421**

### Management Resources:

#### **NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

**NEA and NSBA Joint Guidance on the Tax Consequences of Deferred Compensation – Section 409A of the Internal Revenue Code, January 2008**

#### **WEB SITES**

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

Internal Revenue Service: <http://www.irs.gov>

National School Boards Association: <http://www.nsba.org>

School Services of California, Inc.: <http://www.sscal.com>

U.S. Department of Labor, Wage and Hour Division: <https://www.dol.gov/whd>

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### Policy Reference UPDATE Service

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# CSBA Sample Administrative Regulation

All Personnel

AR 4157.1(a)

4257.1

**WORK-RELATED INJURIES**

4357.1

~~The Governing Board desires to provide its~~ **In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all** employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process **that in order to** reduces costs and facilitates employee recovery.

*(cf. 3320 - Claims and Actions Against the District)*

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 4157/4257/4357 - Employee Safety)*

*(cf. 4157.2/4257.2/4357.2 - Ergonomics)*

*(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)*

~~Note: Pursuant to Labor Code 6409.1, the district must file a report concerning any work related injury within five days of learning of the injury and mail or fax the form to the district's insurer.~~

~~An employee shall report any work-related injury or illness to his/her supervisor as soon as practicable. Upon learning of an injury, a supervisor shall promptly report the incident to the Superintendent or designee and the insurance carrier as appropriate.~~ [MOVED DOWN]

~~Note: As amended by AB 749 (Ch. 6, Statutes of 2002), Labor Code 3550-3551 requires the district to give employees information about workers' compensation benefits at the time of hire and again once an injury occurs. AB 749 sets forth additional requirements, developed by the state Commission on Health and Safety on Workers' Compensation, to be included on the notice effective January 1, 2003. Most insurance carriers provide a brochure for this purpose or one can be obtained from the state Division of Workers' Compensation.~~

~~Pursuant to Labor Code 5401, the district must give or send by first class mail an employee claim form to an injured employee within one working day of finding out about the on the job injury. The insurance carrier will supply the district with forms for this purpose.~~

The Superintendent or designee shall ~~ensure that notify~~ every new employee, **at the time of hire or by the end of the first pay period**, is notified of his/her right to receive workers' compensation benefits if injured at work and that injured employees are given notice of rights in accordance with law. **(Labor Code 3551; 8 CCR 15596)**

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

## WORK-RELATED INJURIES (continued)

Note: Labor Code 3550-3553 and 8-CCR 15996 require employers to post a notice in a conspicuous place giving employees information on the district's workers' compensation benefits, including information as to where to get medical care for work injuries. Labor Code 3550 provides that failure to post this notice is a misdemeanor and may result in civil penalty. Most insurers provide a sample posting notice.

The Superintendent or designee shall ensure that notifications regarding workers' compensation are posted in accordance with law. **In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)**

**In the event that an employee is injured or becomes ill in the course of employment, he/she shall report the** ~~An employee shall report any~~ work-related injury or illness to ~~his/her supervisor~~ **the Superintendent or designee** as soon as practicable.

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

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

Note: Pursuant to Labor Code 3550, 3551, and 5401, all employee notices described above (i.e., the notice provided to all employees at the time of hire, the notice that must be posted in a conspicuous place, and the notice and claim form provided when an employee is injured) must be in a form prescribed by the California Department of Industrial Relations (DIR) Division of Workers' Compensation (DWC). These notices are available on the DWC's web site or through the district's insurer. For districts that employ Spanish-speaking employees, the information must be made available in English and Spanish.

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

AR 4157.1(c)  
4257.1  
4357.1

**WORK-RELATED INJURIES** (continued)

Note: Pursuant to Labor Code 6409.1, the district must file a report concerning any work-related injury within five days of learning of the injury and mail or fax the form to the district's insurer injury or illness which has, or is alleged to have, arisen out of and in the course of employment. The report is required to be filed with the DIR or, if the district is insured through a third party insurer, with the insurer. The district should select the option below that corresponds to the manner in which it insures for workers' compensation.

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

Note: The following paragraph is for use by districts that selected either Option 1 or 2 above.

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

*Legal Reference: (see next page)*

AR 4157.1(d)  
4257.1  
4357.1

**WORK-RELATED INJURIES** (continued)

*Legal Reference:*

EDUCATION CODE

44984 Industrial accident and illness leaves, certificated employees

45192 Industrial accident and illness leaves, classified employees

LABOR CODE

3200-4855 *Workers' compensation, especially:*

3550-3553 *Employee notice*

3600-3605 *Conditions of liability*

3760 *Report of injury to insurer*

4600 *Provision of medical and hospital treatment by employer*

4906 *Disclosures and statements*

5400-5413 *Notice of injury or death*

6409.1 *Reports*

CODE OF REGULATIONS, TITLE 8

15596 *Notice of employee rights*

*Management Resources:*

**DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS**

**A Guidebook for Injured Workers, 2016**

**Notice to Employees -- Injuries Caused by Work**

**Time of Hire Pamphlet**

**Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility**

WEB SITES

**California Department of Industrial Relations, Division of Occupational Safety and Health:**

**<http://www.dir.ca.gov/dosh>**

**California Department of Industrial Relations, Division of Workers Compensation:**

**<http://www.dir.ca.gov/dwc>**

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**Policy Reference UPDATE Service**

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# CSBA Sample Administrative Regulation

Students

AR 5125.3(a)

## CHALLENGING STUDENT RECORDS

**Note: The following administrative regulation provides a process by which, pursuant to Education Code 49070, parents/guardians and students who are 18 years old or attending a postsecondary institution may request an amendment to any incorrect, inaccurate, or misleading information in student records maintained by the district. For details of student records that the district may maintain, see BP/AR 5125 - Student Records.**

At the beginning of each school year **or, for a student enrolled after the beginning of the school year, at the time of enrollment**, parents/guardians shall be notified of the availability of the ~~above~~ **following** procedures for challenging **the contents of** student records. **Any student who is 18 years of age or attends a postsecondary institution shall have the sole right to challenge the contents of his/her records.** (Education Code **49061**, 49063)

*(cf. 5125 - Student Records)*

*(cf. 5145.6 - Parental Notifications)*

### **Procedures for Challenging Records**

The custodial parent/guardian of any student may submit to the Superintendent or designee a written request to correct or remove from his/her child's records any information concerning the child which he/she alleges to be any of the following: (Education Code 49070; **34 CFR 99.20**)

1. Inaccurate
2. An unsubstantiated personal conclusion or inference
3. A conclusion or inference outside of the observer's area of competence
4. Not based on the personal observation of a named person with the time and place of the observation noted
5. Misleading
6. In violation of the privacy or other rights of the student

Within 30 days of receiving a request to correct or remove **any** information from a record, the Superintendent or designee shall meet with the parent/guardian and ~~with the~~ **district** employee ~~(if still employed)~~ who recorded ~~the~~ **that** information ~~in question~~, **if he/she is presently employed by the district.** ~~The Superintendent shall then sustain or deny the allegations.~~ (Education Code 49070)



**CHALLENGING STUDENT RECORDS** (continued)

~~If the parent/guardian's allegations are sustained, the Superintendent shall order the correction or removal and destruction of the information. (Education Code 49070)[MOVED TO SECTION "RESOLUTION OF CHALLENGE/APPEALS"]~~

~~When a student grade is challenged,~~ **If the challenge involves a student's grade,** the teacher who gave the grade shall be given an opportunity to state, orally, **and/or** in writing, **or both,** the reasons for which the grade was given. Insofar as practicable, ~~he/she~~ **the teacher** shall be included in all discussions related to any grade change. In the absence of clerical or mechanical error, fraud, bad faith, or incompetency, ~~the~~ **a** student's grade as determined by the teacher shall be final. (Education Code 49066)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

**Resolution of Challenge/Appeals**

**After considering all relevant information,** ~~The~~ Superintendent **or designee** shall ~~then~~ sustain or deny the **parent/guardian's** allegations. (Education Code 49070)

If the parent/guardian's allegations are sustained, the Superintendent **or designee** shall order the correction or removal and destruction of the information. (Education Code 49070)

If the Superintendent **or designee** denies the allegations, the parent/guardian may, ~~write~~ **write** within 30 days, ~~to~~ **appeal the decision in writing** to the Governing Board. Within 30 days of receiving the written appeal, the Board shall meet in closed session with the parent/guardian and the **district** employee ~~(if still employed)~~ who recorded the information ~~in question, if~~ **he/she is presently employed by the district.** The Board shall then decide whether ~~or not~~ to sustain or deny the allegations. **The decision of the Board shall be final.** (Education Code 49070)

*(cf. 9321 - Closed Session Purposes and Agendas)*

*(cf. 9321.1 - Closed Session Actions and Reports)*

If ~~the Board~~ **the Board** sustains any or all of the allegations, the Superintendent **or designee** shall immediately **order the** correction or removal ~~and destroy~~ **destruction of the pertinent** information from the student's records **and shall inform the parent/guardian in writing that the information has been corrected or destroyed.** (Education Code 49070)

~~The decision of the Board shall be final.~~ **If the parent/guardian does not file an appeal, or if the appeal is denied by the Board,** ~~decision of the Superintendent or Board is unfavorable to the parent/guardian,~~ the parent/guardian shall **be informed of his/her** ~~have the~~ right to submit a written ~~statement of objections to the information.~~ **statement of objections to the information.** ~~This statement shall become a part of the student's record~~ **Any statement submitted by the parent/guardian shall be maintained with the contested part of the record for as long as the record is maintained and shall be disclosed whenever the related part of the record is disclosed.** (Education Code 49070; **34 CFR 99.21**)

**CHALLENGING STUDENT RECORDS** (continued)**Hearing Panel**

**Note: The following optional section is for use by districts that choose to use a hearing panel to assist in making determinations regarding challenges to student records, as authorized by Education Code 49071.**

**Both** The Superintendent **or designee** and/or the Board **have the option of appointing** **may appoint** a hearing panel to assist in making **the decision** **determinations regarding a challenge to student records or an appeal, as applicable,** The hearing panel may be used at the discretion of the Superintendent or the Board provided that the parent/guardian **gives written** consents to releasing **relevant student** record information to **the** panel members. **Such a hearing panel shall consist of the following persons:** (Education Code **49070, 49071**)

- 1. A chairperson who is a principal of a public school other than the school at which the record is on file**

**Note: Pursuant to Education Code 49071, the hearing panel must include a certificated employee appointed by the chair of the district's certificated employee council or, if no such council exists, a certificated employee appointed by the parent/guardian. Item #2 below may be revised to reflect district practice.**

- 2. A certificated employee appointed by the district's certificated employee council or, if no such council exists, by a parent/guardian**
- 3. A parent/guardian appointed by the Superintendent or designee or the Board, whoever convenes the panel**

**If possible, the members of the hearing panel shall not be acquainted with the student, his/her parent/guardian, or the employee who recorded the information, except when the parent/guardian appoints the certificated employee pursuant to item #2 above. (Education Code 49071)**

**The panel shall be provided with verbatim copies of the information that is the subject of the controversy. The panel shall, in closed session, hear the parent/guardian's objections to the student record and, if the employee is presently employed by the district, the employee's testimony. The proceedings of the hearing shall not be disclosed or discussed by panel members except in their official capacities. The panel shall submit, to the Superintendent or designee or the Board as applicable, its written findings setting forth the facts and decisions of the panel. (Education Code 49071)**

**CHALLENGING STUDENT RECORDS** (continued)

~~The right to challenge a record becomes the sole right of the student when the student becomes 18 or attends a postsecondary institution. (Education Code 49061) [MOVED TO TOP OF AR]~~

~~At the beginning of each school year, parents/guardians shall be notified of the availability of the above procedures for challenging student records. (Education Code 49063) [MOVED TO TOP OF AR]~~

*Legal Reference:*

EDUCATION CODE

49061 Definitions

49063 Notification of parents of their rights

49066 Grades; change of grade; physical education grade

49070 Challenging content of records

49071 Hearing panel

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

**1681-1688 Title IX of the Education Amendments of 1972**

**CODE OF FEDERAL REGULATIONS, TITLE 34**

**99.1-99.67 Family Educational Rights and Privacy, especially:**

**99.20-99.22 Procedures for amending educational records**

# CSBA Sample Administrative Regulation

Students

AR 5148(a)

## CHILD CARE AND DEVELOPMENT

Note: The following administrative regulation is for use by districts that operate child care and development services through a contract with the California Department of Education (CDE) and reflects provisions generally applicable to programs under the Child Care and Development Services Act (Education Code 8200-8499.7). The district may revise this regulation to reflect specific requirements for the program(s) it offers. See BP/AR 5148.2 - Before/After School Programs for requirements pertaining to the After-School Education and Safety program (Education Code 8482-8484.65) and 21st Century Community Learning Centers (Education Code 8484.7-8484.8), and BP/AR 5148.3 - Preschool/Early Childhood Education for requirements pertaining to the California State Preschool Program (Education Code 8235-8239).

**The following administrative regulation does not reflect all policy language mandated for each specific program. The district should be careful to include the mandates, if any, applicable to the program(s) it offers.** For example, for the Alternative Payment Program (Education Code 8220-8227.3; 5 CCR 18220-18231), 5 CCR 18221 mandates a written policy statement that includes specified components, including, but not limited to, program purpose, enrollment priorities, reimbursement of providers, and family fee collection. For the Resource and Referral program (Education Code 8210-8216; 5 CCR 18240-18248), 5 CCR 18244 mandates written referral policies and written complaint procedures.

In addition to the program requirements described below, child care and development programs may be subject to other policies in the district's policy manual (e.g., AR 3514.2 - Integrated Pest Management, BP/AR 1240 - Volunteer Assistance, food safety standards and nutrition requirements in BP/AR 3550 - Food Service/Child Nutrition Program). Districts should consult legal counsel if they have questions regarding the applicability of other laws to the district's child care and development program.

## Licensing

Note: Pursuant to 22 CCR 101156, all child care centers must be licensed by the California Department of Social Services unless exempted by law. Health and Safety Code 1596.792 and 22 CCR 101158 list exemptions from the licensure requirements including, but not limited to, any program that (1) is a "public recreation program" that meets the criteria specified in Health and Safety Code 1596.792, (2) is operated before and/or after school by qualified teachers employed by the district, (3) is a school parenting program or adult education child care program, (4) operates only one day per week for no more than four hours on that day, (5) offers temporary child care services to parents/guardians who are on the same premises as the child care site, or (6) provides activities that are of an instructional nature in a classroom-like setting when K-12 students are normally not in session and the sessions do not exceed a total of 30 days when only school-age children are enrolled or 15 days when younger children are enrolled. If the district offers only programs that are exempted from licensure, it should modify the following regulation accordingly.

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

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Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

**Program Components**

Note: Items #1-8 below list components of child care and development programs required for all providers pursuant to 5 CCR 18272-18281. The Governing Board is required, pursuant to 5 CCR 18271, to approve goals and objectives addressing each of these program components; see the accompanying Board policy. The district may add components of other programs offered by the district.

The district's child care and development program shall include the following components:

1. **A The use of a** developmental profile **recording—reflecting** each child's physical, cognitive, social, and emotional development **which shall be used** to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program **which that** complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

*(cf. 5148.2 - Before/After School Programs)*  
*(cf. 5148.3 - Preschool/Early Childhood Education)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6164.4 - Identification of Individuals for Special Education)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*  
*(cf. 6174 - Education for English Language Learners)*

3. A staff development program which complies with 5 CCR 18274

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

4. Parent/guardian involvement and education **which that** **complies** with 5 CCR 18275 and involves parents/guardians through an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

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*(cf. 6020 - Parent Involvement)*

5. A health and social services component ~~which~~ **that** complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.6 - School Health Services)*

6. A community involvement component ~~which~~ **that** complies with 5 CCR 18277

Note: Health and Safety Code 1596.808 establishes beverage standards for licensed child care centers. These standards require that children age 2 or older, with specified exceptions, be served only low-fat or nonfat milk, no more than one serving per day of 100 percent juice, and no beverage with added sweetener and that clean and safe drinking water be readily available and accessible throughout the day. In addition, centers that receive funding through the Child and Adult Care Food Program (42 USC 1766) must meet federal guidelines for meals, snacks, fluid milk or nutritionally equivalent milk substitutes, and drinking water.

7. A nutrition component ~~which~~ **that** ensures ~~that~~ children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including ~~at~~ meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5030 - Student Wellness)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

Note: 5 CCR 18279-18281 require an annual evaluation using the standardized "Desired Results for Children and Families" system developed by the CDE. The system requires a program self-evaluation that includes, but is not limited to, a staff assessment, a parent survey, and an environment rating scale using forms selected by the CDE. Each contractor is required to submit a summary of the self-evaluation findings to the CDE by June 1 of each year. In addition, every three years, the CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency ~~which~~ **to** reviews compliance with program requirements. The FPM/CMR instrument is available on the CDE's web site.

8. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

*(cf. 0500 - Accountability)*

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Note: Item #9 below is **optional** and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic media.

9. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

**Staffing Ratios**

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

**Note: Health and Safety Code 1596.7995, as added by SB 792 (Ch. 807, Statutes of 2015), requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exceptions. Health and Safety Code 1597.055, as amended by SB 792, incorporates the immunization requirements into the qualifications of day care teachers and adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes any child care facility other than a family day care home, including infant centers, preschools, extended day care facilities, and school-age child care centers.**

**Any person employed at a district child care center and any volunteer who provides care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If a person meets all other requirements for employment or volunteering, as applicable, but needs additional time to obtain and provide his/her immunization records, the person may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that he/she has been immunized as required. In addition, each employee and volunteer shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)**

- 1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.**
- 2. In the case of the influenza vaccine, the person submits a written declaration that he/she has declined the vaccination.**
- 3. In the case of the influenza vaccine required during the first year of employment**

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**or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.**

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.4 - Health Examinations)*

**Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)**

*(cf. 4112.6 - Personnel Files)*

**In addition to the above immunization requirements, teachers employed in a child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)**

**Eligibility and Enrollment**

Note: CDE contracts provide funding only for services to families who meet the criteria for subsidized services as specified in Education Code 8263. The district may also provide services to nonsubsidized families provided the district uses other funding sources or the families pay the full cost of services; see section on "Fees and Charges" below.

Pursuant to 5 CCR 18105, districts contracting with the CDE to offer child care services are **mandated** to develop written admissions policies and procedures that conform to requirements of 22 CCR 101218, including criteria designating those children whose needs can be met by the child care center's program and services and the ages of children who will be accepted.

The following section should be revised to reflect the district's contract(s) with the CDE.

The district's subsidized child care and development services may be available to infants and children through **age** 12 years **of age** and to individuals with disabilities through **age** 21 years **of age** in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on the CDE's web site. The family's or child's eligibility must be certified by a person designated by the district.

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of



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protective services or have been identified as being; or at risk of being; abused, neglected, or exploited.

2. The family has a need for child care based on **either of the following:**
  - a. **T**he unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are **either working, seeking employment, participating in vocational education and training programs leading directly to a recognized trade, paraprofession, or profession; are employed or seeking employment; are seeking permanent housing for family stability; or temporarily or permanently are** incapacitated

**Note: AB 982 (Ch. 567, Statutes of 2015) amended Education Code 8263 to expand the list of entities that can identify a child in need of subsidized child care to include a local educational agency liaison for homeless children and youth, a Head Start program, or a transitional shelter and to expand the list of children to be identified to include a homeless child.**

- b. ~~Alternatively, a family satisfies the need requirement if~~ **T**he child is identified by a legal, medical, or social services agency, **the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of child protective services, as being; or at risk of being; neglected, abused, or exploited, or as being homeless**

**Note: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the "centralized eligibility list" established in each county pursuant to Education Code 8499.5, such lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to Education Code 8263 and 5 CCR 18106.**

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)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. 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 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no

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child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

Note: Education Code 8263.4 provides that the preferred placement for children ages 11-12 years is in a before school or after school program and that such children will be eligible for subsidized child care services only for the portion of care that is not available in a before school or after school program. AB 1944 (Ch. 460, Statutes of 2014) amended Education Code 8263.4 to delete a requirement that the parent/guardian certify in writing that a before school or after school program is unavailable before receiving subsidized child care services.

The district shall allow eligible children ages 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children ages 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

Note: The following optional paragraph may be revised to reflect additional enrollment priorities or criteria established by the district, such as priority for district students, children of district students, or children of district employees; see the accompanying Board policy.

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

Note: 5 CCR 18094 and 18118 require the district to provide written notification to the parent/guardian as to whether his/her application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on the CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below. He/she must file a request for a hearing with the district within 14 calendar days of receiving the notice. Within 10 calendar days after receiving the request, the district must notify the parent/guardian of the time and place of the hearing. Within 10 calendar days after the hearing, the district must mail or deliver the written decision. If the parent/guardian disagrees with the district's written decision, he/she may appeal to the CDE's Early Education and Support Division within 14 calendar days.

The district's decision to approve or deny services shall be communicated to the parent/guardian 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, 18118)

(cf. 5145.6 - Parental Notifications)

Note: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on the CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122 using the same procedures described above for appeals for denial of services; see section "Rights of Parents/Guardians" below.

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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
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

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

**Fees and Charges**

Note: Education Code 8273 requires the Superintendent of Public Instruction (SPI) to establish a fee schedule for families using child care services through a CDE contract, including families who are eligible for subsidized child care services based on the criteria specified in item #1 in the section "Eligibility and Enrollment" above. **A new schedule of family fees for child care services went into effect July 1, 2014.** See CDE Management Bulletin 14-03a.

Pursuant to 5 CCR 18109 and the CDE's Frequently Asked Questions to Management Bulletin 14-03a, the district may charge a full-time, part-time, or "cost of care" fee calculated pursuant to 5 CCR 18109, whichever is less, depending on the number of hours that a child will receive services.

Education Code 8250 and 5 CCR 18110 prohibit districts from assessing fees for children enrolled in a program for severely disabled children or a federally based migrant program. Districts may revise the following paragraph to reflect any such program(s) offered by the district. Districts that offer only programs prohibited from charging fees may delete the following section.

Except when offering a program **which that** is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the fee schedule

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established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, 8273.2, 8447; 5 CCR 18078, 18108-18110)

~~Note: Education Code 8273.1 and 5 CCR 18110 specify circumstances under which families are exempt from the fee for child care services, as provided below. As amended by SB 858 (Ch. 32, Statutes of 2014), Education Code 8273.1 adds an exemption for income-eligible families whose child is enrolled in a part-day California State Preschool Program; also see BP/AR 5184.3—Preschool/Early Childhood Education.~~

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care 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 child care services continue to be necessary, may be exempt from these fees for up to 12 months. Any family whose child is receiving child care 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)

Note: Pursuant to Education Code 8273 and CDE Management Bulletin 14-03a, family fees must be assessed at initial enrollment and reassessed at recertification or when the family data file is updated due to a change in status.

Pursuant to 5 CCR 18114, districts contracting with the CDE to offer child care services are **mandated** to adopt a policy for the collection of fees in advance of providing services, as provided below. 5 CCR 18114 contains an alternative definition of delinquency for Alternative Payment programs offered pursuant to Education Code 8220-8224.

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

Note: The following paragraph is for use by districts contracting with the CDE to offer child care services that wish to require parents/guardians to provide diapers and/or to pay the costs of field trips (unless the program is exempt from fees) and may be modified to delete diapers as appropriate for the age of the children served.

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Education Code 8273.3 **mandates** that such districts have a written policy which includes parents/guardians in the decision-making process. Pursuant to Education Code 8273.3, the fees cannot exceed \$25 per child in the contract year.

The Superintendent or designee shall establish a process **which—that** 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**

Note: Education Code 8263.3 specifies the order by which families must be disenrolled from child care and development services when funding levels are reduced. **Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122, but only on the grounds that the factors used to determine the family's disenrollment are incorrect. See section "Rights of Parents/Guardians" below.**—CDE Management Bulletin 12-07 clarifies this order for all child care and development programs except CalWORKS Stage 2 programs and California State Preschool Programs (see AR 5148.3—Preschool/Early Childhood Education for information about disenrollment from preschool programs).

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.
3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

Note: The following **optional** paragraph reflects the appeal process described in CDE Management Bulletin 12-07. The district's decision is final and there is no further opportunity for appeal to the CDE.

**Whenever the district issues a notice to the families who will be disenrolled due to funding reduction, a parent/guardian may appeal the decision only on the grounds that the factors used to determine the family's disenrollment are incorrect. He/she shall submit the appeal within 14 calendar days of receipt of the notice, or within 19 calendar days if the notice was mailed.**

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~~The Superintendent or designee shall review the appeal and notify the parent/guardian, in writing, of the district's final decision within 10 calendar days of receiving the appeal request. Services shall continue to be provided pending the appeal decision.~~

**Health Examination**

**Note: Education Code 8263 provides that the physical examination and evaluation, including immunizations, required of children enrolling in a child care center may be waived if a parent/guardian submits a letter stating that such examination is contrary to his/her religious beliefs. However, Health and Safety Code 120335, as amended by SB 277 (Ch. 35, Statutes of 2015), eliminated the personal beliefs exemption for immunization requirements unless the parent/guardian files a letter or affidavit prior to January 1, 2016 or a licensed physician indicates that a student should be exempted for medical reasons. An exemption granted for personal beliefs is only effective until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12). See BP/AR 5141.31 - Immunizations.**

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within ~~six weeks~~ **30 days** of enrollment, ~~unless (Education Code 8263)~~

**The requirement for a physical examination and evaluation may be waived if a parent/guardian submits a letter stating that such examination is contrary to his/her religious beliefs. (Education Code 8263)**

**A child may be exempted from the immunization requirements only if:** (Education Code 8263; **Health and Safety Code 120335**)

- 1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.**
- 2. The parent/guardian ~~submits~~ **submitted** a letter ~~or affidavit prior to January 1, 2016~~ stating that such examination is contrary to his/her ~~religious~~ **personal** beliefs. **An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).****

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

**Attendance**

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

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Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)
2. Family emergency (Education Code 8208)

Note: Pursuant to 5 CCR 18066, districts contracting with the CDE to offer child care services are **mandated** to adopt policies delineating circumstances constituting an excused absence for a family emergency. The following paragraph may be revised to reflect district practice.

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)
4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

Note: 5 CCR 18066 **mandates** a policy that delineates circumstances constituting an excused absence "in the best interest of the child." The following paragraph may be revised to reflect district practice.

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Note: 5 CCR 18066 **mandates** that providers adopt a policy governing unexcused absences which may include reasonable limitations, if any. The following paragraph may be revised to reflect district practice.

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the parents/guardians. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

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Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

**Rights of Parents/Guardians**

Note: The following **section is two paragraphs are** for use by districts that operate one or more licensed child care centers (see "Licensing" section above), but may be used by license-exempt providers.

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of his/her rights as specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

Note: The remainder of this section is for use by all districts and applies to licensed and unlicensed child care programs.

**In addition, if a parent/guardian disagrees with any district action to deny his/her child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, he/she may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)**

**The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, he/she may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)**



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**Records**

Note: CDE contracts require the district to submit data on both subsidized and nonsubsidized families served by child care centers. In addition, the district is required to provide monthly reports, through the CDE's online management information system, regarding any families receiving subsidized services during that month.

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by the CDE.

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

# CSBA Sample Administrative Regulation

Students

AR 5148.3(a)

## **PRESCHOOL/EARLY CHILDHOOD EDUCATION**

Note: The following administrative regulation reflects the major requirements of the California State Preschool Program (CSPP) pursuant to Education Code 8235-8239. The CSPP consolidates state preschool programs (Education Code 8235-8237), family literacy programs (Education Code 8238-8238.4), and general child care and development programs to the extent that they serve children ages 3-4 years of age (Education Code 8240-8244).

The following administrative regulation does not reflect all requirements for other state and federally funded preschool program(s). The district may revise this administrative regulation to reflect other preschool program(s) it offers, such as the state migrant child care and development program (Education Code 8230-8233), state program for severely disabled children (Education Code 8250-8252), federal Head Start program (42 USC 9831-9852), Title I preschool program (20 USC 6311-6322), or preschool program developed and funded by the district.

In addition to the program requirements described below, preschool programs may be subject to other policies contained throughout the district's policy manual (e.g., BP/AR 5148 - Child Care and Development, AR 3514.2 - Integrated Pest Management, BP/AR 1240 - Volunteer Assistance, and food safety standards and nutrition requirements in BP/AR 3550 - Food Service/Child Nutrition Program). Districts should consult legal counsel if they have questions regarding the applicability of other laws to the district's preschool program.

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)*

Note: 5 CCR 18130 specifies the state regulations for child care and development programs that are applicable to CSPP programs. These requirements include, but are not limited to, the program components listed in 5 CCR 18272-18281. See AR 5148 - Child Care and Development for details regarding these required program components.

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)

**PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)**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)*

**Note: Health and Safety Code 1596.7995, as added by SB 792 (Ch. 807, Statutes of 2015), requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exemptions. Health and Safety Code 1597.055, as amended by SB 792, incorporates the immunization requirements into the qualifications of day care teachers and adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes a preschool. See AR 5148 - Child Care and Development for further information regarding immunization requirements for staff and volunteers. Districts that do not offer child care and development programs and/or have not adopted AR 5148 - Child Care and Development may revise the following paragraph accordingly and expand it to include the exemptions specified in Health and Safety Code 1596.76.**

**Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)**

*(cf. 4112.4 - Health Examinations)*

*(cf. 4112.6 - Personnel Files)*

**In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.**

**Wraparound Child Care Services**

Note: The following section is **optional**. Because preschool programs operated under the CSPP are part-day programs only, Education Code 8329 encourages districts to contract with the CDE to offer "wraparound child care services" which combine preschool and general child care services to provide a full day of services for eligible families. Such programs must be consistent with requirements for general child care and development programs offered pursuant to Education Code 8240-8244; see BP/AR 5148 - Child Care and Development.

**PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)

In accordance with its contract with the CDE, the district may offer full-day services to meet the needs of eligible families through a combination of part-day preschool and wraparound child care services that are offered for the remaining portion of the day or year following completion of the preschool services. Child care and development services offered through this program shall meet the requirements of general child care and development programs pursuant to Education Code 8240-8244. (Education Code 8239)

Wraparound services shall operate a minimum of 246 days per year unless otherwise specified in the contract. ~~For~~ **Within** this period of time, **the** part-day preschool programs shall operate 175-180 days. **After the completion of the preschool program, and a part-time** general child care and development programs may operate a full day for the remainder of the year. ~~after the completion of the preschool program.~~ (Education Code 8239)

**Family Literacy Services**

Note: The following section is **optional**. Contingent upon funding in the state Budget Act, Education Code 8238 and 8238.4 provide for the Superintendent of Public Instruction (SPI) to distribute family literacy supplemental grant funds to qualifying CSPP contractors for the purposes described below.

When any district preschool program receives funding for family literacy services pursuant to Education Code 8238.4, the Superintendent or designee shall coordinate the provision of: (Education Code 8238)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development

~~Note: AB 104 (Ch. 13, Statutes of 2015) amended Education Code 8238 to require that parenting education include improving parental knowledge of local resources for the identification of and services for developmental disabilities, as provided in item #2d below.~~

2. Parenting education for parents/guardians of participating children to support their children's development of literacy skills, including, but not limited to, parent education in:
  - a. Providing support for the educational growth and success of their children
  - b. Improving parent-school communications and parental understanding of school structures and expectations
  - c. Becoming active partners with teachers in the education of their children

**PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)

- d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral
3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve parents/guardians' academic skills

*(cf. 6200 - Adult Education)*

4. Staff development for teachers in participating classrooms that includes, but is not limited to:
- a. Development of a pedagogical knowledge, including, but not limited to, improved instructional strategies
  - b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms
  - c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities
  - d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

*(cf. 4131 - Staff Development)*

**Eligibility and Enrollment**

Note: The following section reflects eligibility criteria and enrollment priorities for the CSPP pursuant to state law and regulations. 5 CCR 18105 **mandates** that a district operating a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218, including criteria designating those children whose needs can be met by the program and services and the ages of children who will be accepted.

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)

Note: The following paragraph reflects guidance in CDE's Management Bulletin 14-02. See BP 6170.1 - Transitional Kindergarten for eligibility requirements pertaining to the transitional kindergarten program pursuant to Education Code 48000.

**PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)

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)

Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on the CDE's web site. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility.

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 and** needs child care services due to either of the following circumstances: (Education Code 8239, 8263)

**Note: AB 982 (Ch. 567, Statutes of 2015) amended Education Code 8263 to expand the list of entities that can identify a child in need of subsidized services to include a local educational agency liaison for homeless children and youth, a Head Start program, or a transitional shelter and to expand the list of children to be identified to include a homeless child.**

- a. The child is identified by a legal, medical, or social services agency, **the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter** as **being** a recipient of protective services, ~~or~~ as being, or at risk of being, neglected, abused, or exploited, **or as being homeless.**

**(cf. 6173 - Education for Homeless Children)**

- 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.

**PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)

Note: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the "centralized eligibility list" established in each county pursuant to Education Code 8499.5, such lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to 5 CCR 18106.

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)

First priority for enrollment in a preschool program shall be given to neglected or abused children **age** 3 or 4 years **of age** 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)*

Note: Pursuant to Education Code 8236, ~~as amended by SB 858 (Ch. 32, Statutes of 2014)~~, second priority for enrollment must be granted to children **age** 4 years **of age** who are not enrolled in a TK program, as provided in the following paragraph.

In any CSPP program operating with funding that was initially allocated in a prior fiscal year, at least one-half of the children enrolled at a preschool site must be children who are **age** 4 years **of age** unless an exception is granted by the SPI.

After all children with first priority are enrolled, the district shall give second priority to eligible children **age** 4 years **of age** who are not enrolled in a transitional kindergarten program prior to enrolling eligible children **age** 3 years **of age**. (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)

**PRESCHOOL/EARLY CHILDHOOD EDUCATION** (continued)

Note: Pursuant to 5 CCR 18130, CSPP programs are subject to 5 CCR 18094 and 18118, which require the district to provide written notification to parents/guardians as to whether their application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on the CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; **see section "Parent Hearing" below.**

He/she must file a request for a hearing with the district within 14 calendar days of receiving the notice. Within 10 calendar days after receiving the request, the district must notify the parent/guardian of the time and place of the hearing. Within 10 calendar days after the hearing, the district must mail or deliver the written decision. If the parent/guardian disagrees with the district's written decision, he/she may appeal to the CDE's Early Education and Support Division within 14 calendar days.

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)

Note: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on the CDE's web site. Parents/guardians may appeal such actions ~~using the same procedures described above in relation to appeals for denial of services~~ pursuant to 5 CCR 18120-18122; **see section "Parent Hearing" below.**

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
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



**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

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**

~~Note: Pursuant to Education Code 8273, the Superintendent of Public Instruction established a new family fee schedule applicable to CSPP programs that went into effect July 1, 2014.~~

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)*

~~Note: Education Code 8273.1 specifies circumstances under which families are exempted from fees for preschool and other state contracted child care services. As amended by SB 858 (Ch. 32, Statutes of 2014), Education Code 8273.1 provides that family fees cannot be charged to income eligible families whose children are enrolled in a part day CSPP program.~~

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)

Note: Education Code 8273.3 authorizes a district offering a CSPP program to charge a fee for field trips and/or to require parents/guardians to provide diapers, but **mandates** that the district adopt policy to include parents/guardians in the decision-making about such fees, as provided below. Pursuant to Education Code 8273.3, the fees cannot exceed \$25 per child in the contract year. The following paragraph may be modified to delete diapers as appropriate for the age of the children served.

The Superintendent or designee shall establish a process **which that** 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**

Note: Education Code 8263.3 specifies the order by which families will be disenrolled from child care and development services when funding levels are reduced. **CDE Management Bulletin 12-08 clarifies the order in which families will be disenrolled from CSPP programs and The following list applies that order of disenrollment to CSPP programs but** takes into account the priority specified in Education Code 8236 to enroll children **age 4 years of age** before enrolling children **age 3 years of age**. **The following list reflects the order as specified in the CDE Management Bulletin.**

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 of age** whose families have the highest income in relation to family size shall be disenrolled first, followed by children **age 4 years of age** 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 of age** 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.

**Parent Hearing**

**Note: Pursuant to 5 CCR 18130, districts are subject to the requirements of 5 CCR 18120-18122 to provide due process to parents/guardians who disagree with certain district actions, such as when services are denied, there is a change in services or fees, or their child is disenrolled.**

**PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)**

**If a parent/guardian disagrees with any district action to deny his/her child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, he/she may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)**

**The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, he/she may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)**

(11/12 7/15) 10/16

# CSBA Sample Board Policy

**Instruction**

BP 6142.94(a)

## HISTORY-SOCIAL SCIENCE INSTRUCTION

Note: The following **optional** policy may be revised to reflect district practice. Education Code 51210 and 51220 require that social studies be included in the course of study offered in grades 1-12, including age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology. For specific topics that must be included in the history-social science curriculum, see BP 6143 - Courses of Study.

In addition, Education Code 51225.3 requires completion of three courses of social studies **for to meet** high school graduation **requirements**; see BP 6146.1 - High School Graduation Requirements.

The Governing Board believes that the study of history and other social sciences is essential to prepare students to engage in responsible citizenship, comprehend complex global interrelationships, and understand the vital connections among the past, present, and future. The district's history-social science education program **shall be designed to develop students' knowledge of historical events within a chronological and geographic context and** shall include, at appropriate grade levels, instruction in American and world history, geography, economics, political science, anthropology, psychology, and sociology.

*(cf. 6115 - Ceremonies and Observances)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*  
*(cf. 6142.3 - Civic Education)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6146.1 - High School Graduation Requirements)*

Note: The State Board of Education (SBE) has adopted **History Social Science Content Standards for California Public Schools state content standards for history-social science** which covers grades K-12, with the exception of grade 9 which, in current California practice, is traditionally the year in which students choose a history-social science elective. In addition to core content knowledge, the standards describe intellectual, reasoning, reflection, and research skills that should be learned through the content standards for grade ranges K-5, 6-8, and 9-12.

The Board shall adopt academic standards for history-social science which meet or exceed state content standards and describe the knowledge and skills **that** students **shall be are** expected to **achieve-possess** at each grade level.

*(cf. 6011 - Academic Standards)*

Note: The **History-Social Science Framework for California Public Schools**, adopted by the SBE on July 14, 2016, reflects the state content standards as well as the **California Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects** and the **California English Language Development Standards**. The updated framework includes greater emphasis on literacy skills (i.e., reading, writing, speaking, listening, and other language skills) required for college and career readiness.

**HISTORY-SOCIAL SCIENCE INSTRUCTION** (continued)

Pursuant to Education Code 33540, 51008, 51226.3, and 51284, the SBE added specified topics to the updated curriculum framework, including, but not limited to, financial literacy, voter education, genocide, and the contributions of lesbian, gay, bisexual, and transgender Americans and the disabled. Education Code 51226.7, as added by AB 2016 (Ch. 327, Statutes of 2016), requires the SBE to adopt a model curriculum in ethnic studies by March 31, 2020 and encourages districts to offer an elective course in ethnic studies based on that model curriculum, when available, in at least one grade level during grades 9-12.

The Superintendent or designee shall develop and submit to the Board for approval a comprehensive, sequential curriculum aligned with the district standards and consistent with the state's curriculum framework for history-social science. The curriculum shall be designed to develop students' core knowledge in history and social science and their skills in chronological and spatial thinking, research, and historical interpretation. History-social science instruction shall also include an explicit focus on developing students' literacy in reading, writing, speaking, listening, and other language skills.

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 9000 - Role of the Board)*

Note: The SBE's History-Social Science Framework for California Public Schools, updated in 2005, reflects the state content standards and is organized into three broad categories of curricular goals, each with several "basic learnings" or curriculum strands, as provided in items #1-3 below.

The Superintendent or designee shall develop a comprehensive, sequential curriculum that is aligned with the district standards and is consistent with the state's curriculum framework. At each grade level, the curriculum shall integrate age-appropriate instruction designed to develop student achievement in the following areas:

1. Knowledge and cultural understanding, including historical, ethical, cultural, geographic, economic, and sociopolitical literacy
2. Democratic understanding and civic values, including an understanding of national identity; constitutional heritage; and an individual's civic values, rights, and responsibilities
3. Skills attainment and social participation, including basic study skills, critical thinking skills, and participation skills that are essential for effective citizenship

The district's history-social science curriculum shall include a multicultural education component which is designed to teach students to respect and appreciate cultural diversity and different points of view while also developing their understanding of commonalities and collective experiences. The curriculum shall reflect the experiences of men and women and of various cultural, ethnic, racial, religious, and social groups and their contributions to the history, life, and culture of the local community, California, the United States, and other nations.

**HISTORY-SOCIAL SCIENCE INSTRUCTION** (continued)

Note: Instructional materials that will be used by the district must be adopted by the Governing Board in accordance with Education Code 60200-60206 for grades K-8 and Education Code 60400-60411 for grades 9-12.

Education Code 60119 requires the Board to hold a public hearing on the sufficiency of standards-aligned instructional materials in certain subjects, including history-social science; see BP 6161.1 - Selection and Evaluation of Instructional Materials.

The state content standards for history-social science encourage schools to use supplementary materials as provided in the following paragraph.

The Board shall adopt standards-aligned instructional materials for history-social science in accordance with applicable law, Board policy, and administrative regulation. In addition, teachers are encouraged to supplement the curriculum ~~through the use of~~ **by using** biographies, original documents, diaries, letters, legends, speeches, other narrative artifacts, and literature from and about the period being studied.

*(cf. 0400 - District Technology Plan)*

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6162.6 - Use of Copyrighted Materials)*

*(cf. 6163.1 - Library Media Centers)*

**Note: The following paragraph is optional. Education Code 51221.3, 51221.4, and 51226.3 encourage the use of personal testimony (i.e., oral histories, videos, or other multimedia formats) during instruction on certain topics, including World War II, the Vietnam War, the Korean War, the Bracero program, human rights, the Holocaust, genocide, and violence awareness and prevention. Oral history related to World War II and the Vietnam War is required to meet certain standards specified below. Pursuant to Education Code 51221.3 and 51226.3, oral history presented on other topics is encouraged, but not required, to meet similar standards.**

**Personal testimony from persons who can provide first-hand accounts of significant historical events is encouraged and may be provided through oral histories, videos, or other multimedia formats. If oral history is used for instruction related to the role of Americans in World War II or the Vietnam War, such testimony shall exemplify the personal sacrifice and courage of the wide range of ordinary citizens who were called upon to participate in the war, provide views and comments concerning reasons for participating in the war, and provide commentary on the aftermath of the war in Eastern Europe and the former Soviet Union. (Education Code 51221.3, 51221.4)**

Note: Education Code 99200-99206 establish the California History-Social Science Project, a statewide professional development project designed to develop and enhance teachers' knowledge and instructional strategies to improve student achievement in history-social science. Professional development resources also may be located through state and national professional associations, such as the California Council for the Social Studies or the National Council for History Education.

**HISTORY-SOCIAL SCIENCE INSTRUCTION** (continued)

The Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of adopted instructional materials and instructional strategies for teaching history-social science.

*(cf. 4131 - Staff Development)*

Note: The following <b>optional</b> paragraph should be revised to reflect indicators that will be used to evaluate program effectiveness as agreed upon by the Board and Superintendent or designee.
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The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

*(cf. 0500 - Accountability)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*Legal Reference: (see next page)*

**HISTORY-SOCIAL SCIENCE INSTRUCTION (continued)***Legal Reference:*EDUCATION CODE33540 *History-social science curriculum framework***51008-51009 *Instruction on farm labor movement***51204 *Course of study designed for student's needs*51204.5 *History of California; contributions of men, women, and ethnic groups*51210 *Course of study, grades 1-6*51220 *Course of study, grades 7-12*51220.2 *Instruction in legal system; teen or peer court programs*51221 *Social science course of study, inclusion of instruction in use of natural resources*51221.3-51221.4 *Instruction on World War II and Vietnam War; use of oral histories*51225.3 *High school graduation requirements***51226.3 *Instruction on civil rights, genocide, slavery, Holocaust, and deportation to Mexico*****51226.7 *Ethnic studies***60040-60051 *Criteria for instructional materials*60119 *Public hearing on the sufficiency of instructional materials*60200-60206 *Instructional materials, grades K-8*60400-60411 *Instructional materials, grades 9-12*60640-60649 *California Assessment of Student Performance and Progress*99200-99206 *Subject matter projects**Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve, rev. 2005 2016****Common Core State Standards for English Language Arts and Literacy in History-Social Studies, Science, and Technical Subjects, 2013******California English Language Development Standards, 2012****Model Curriculum for Human Rights and Genocide, 2000**History-Social Science Content Standards for California Public Schools, Kindergarten Through Grade Twelve, October 1998*NATIONAL COUNCIL FOR THE SOCIAL STUDIES PUBLICATIONS***College, Career, and Civic Life (C3) Framework for Social Studies State Standards: Guidance for Enhancing the Rigor of K-12 Civics, Economics, Geography, and History, 2013***WEB SITESCSBA: <http://www.csba.org>**California Council for History Education: <http://www.csus.edu/al/cche>**California Council for the Humanities: <http://www.calhum.org>California Council for the Social Studies: <http://www.ccss.org>California Department of Education: <http://www.cde.ca.gov>California History-Social Science Course Models: <http://www.history.ctaponline.org>California Subject Matter Project: <http://csmp.ucop.edu/chssp>National Association for Multicultural Education: <http://www.nameorg.org>National Council for History Education: <http://www.nche.net>**National Council for the Social Studies: <http://www.socialstudies.org>**

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**Policy Reference UPDATE Service**

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# CSBA Sample Administrative Regulation

**Instruction**

AR 6143(a)

## **COURSES OF STUDY**

Note: Education Code requirements for courses of study are generally classified into requirements for grades 1-6 and 7-12. Therefore, K-8 districts and high school districts need to collaborate with appropriate area districts to ensure that all required courses are offered sometime during grades 7-12.

The district should select the sections below ("Grades 1-6" and/or "Grades 7-12") that correspond with the grade levels it offers.

### **Grades 1-6**

Note: Items #1-7 below are areas of study required by law for grades 1-6. The Governing Board may add other studies to this list.

Courses of study for grades 1-6 shall include the following:

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

1. English: knowledge and appreciation of language and literature, and the skills of speaking, reading, listening, spelling, handwriting, and composition (Education Code 51210)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

2. Mathematics: concepts, operational skills, and problem solving (Education Code 51210)

*(cf. 6142.92 - Mathematics Instruction)*

3. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, including instruction in: (Education Code 51210)

Note: SB 48 (Ch. 81, Statutes of 2011) amended Education Code 51204.5 and 60040 to require that social science instruction and instructional materials include the role and contributions of lesbian, gay, bisexual, and transgender Americans, persons with disabilities, European Americans, and members of other cultural groups to the development of California and the United States, as provided in #a below. SB 48 also updated the terminology for various ethnic/racial groups.

- a. The history, resources, development, and government of California and the United States

**COURSES OF STUDY** (continued)

Instruction shall include the early history of California and a study of the role and contributions of **both** men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society. (Education Code 51204.5, 60040)

*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

*(cf. 6142.3 - Civic Education)*

*(cf. 6142.94 - History-Social Science Instruction)*

- b. The development of the American economic system, including the role of the entrepreneur and labor
- c. The relations of persons to their human and natural environments
- d. Eastern and western cultures and civilizations
- e. Contemporary issues
- f. The wise use of natural resources

*(cf. 6142.5 - Environmental Education)*

- 4. Science: biological and physical aspects, with emphasis on experimental inquiry and the place of humans in ecological systems (Education Code 51210)

*(cf. 6142.93 - Science Instruction)*

- 5. Visual and performing arts: instruction in dance, music, theatre, and visual arts aimed at developing aesthetic appreciation and creative expression (Education Code 51210)

*(cf. 6142.6 - Visual and Performing Arts Education)*

Note: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise #6a-e below to indicate topics that will be addressed in grades K-6.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

**COURSES OF STUDY** (continued)

6. Health: principles and practices of individual, family, and community health, including instruction at the appropriate grade levels and subject areas in: (Education Code 51202, 51210)

- a. Personal and public safety and accident prevention, including instruction in emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation when appropriate equipment is available

*(cf. 6142.8 - Comprehensive Health Education)*

- b. Fire prevention
- c. The protection and conservation of resources, including the necessity for the protection of the environment
- d. Venereal disease

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

- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

*(cf. 5131.6 - Alcohol and Other Drugs)*

Note: The following item is **optional** pursuant to Education Code 51202.

- f. Violence as a public health issue

7. Physical education, with emphasis on physical activities conducive to health and vigor of body and mind (Education Code 51210)

*(cf. 6142.7 - Physical Education and Activity)*

**Note: Item #8 below is optional. Education Code 51210.5 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed in items #1-7 above. Pursuant to Education Code 51210.5, such instruction may include personal testimony in the form of oral or video histories that illustrate the economic and cultural effects of violence within a city, the state, and the country. See BP 6142.94 - History-Social Science Instruction.**

**8. Violence awareness and prevention**

Note: **Optional** item #89 below is not required by state law but is a highly recommended component of school-to-career instruction.

**8.9** Career awareness exploration

## COURSES OF STUDY (continued)

(cf. 6178 - Career Technical Education)

### Grades 7-12

**Note: Items #1-11 below are areas of study required by law for grades 7-12. The Board may add other studies to this list.**

Courses of study for grades 7-12 shall include the following:

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

1. English: knowledge and appreciation of literature, language, and composition, and the skills of reading, listening, and speaking (Education Code 51220)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, with instruction in: (Education Code 51220)

~~Note: SB 48 (Ch. 81, Statutes of 2011) amended Education Code 51204.5 to require that social science instruction include the role and contributions of lesbian, gay, bisexual, and transgender Americans, persons with disabilities, European Americans, and members of other cultural groups to the development of California and the United States. SB 48 also updated the terminology for various ethnic/racial groups.~~

- a. The history, resources, development, and government of California and the United States, including instruction in:

- (1) The early history of California and a study of the role and contributions of both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society (Education Code 51204.5)

**Note: Education Code 51221.3 and 51221.4 encourage, but do not require, instruction on the topics described in optional items #(2) and (3) subitems #(2)-(4) below, are optional and These items may be modified or deleted to reflect district practice. AB 199 (Ch. 607, Statutes of 2011) amended Education Code 51221.3 to encourage social science instruction in grades 7-12 to include the role of Filipinos in World**

**COURSES OF STUDY** (continued)

War II, including the contributions of Filipino American veterans who fought under the leadership of General Douglas MacArthur. For districts that choose to offer such instruction on World War II and/or the Vietnam War, the Legislature Education Code 51221.3 and 51221.4 encourages that a component be included drawn from personal testimony, especially in the form of oral or video history. If oral histories are used, they must conform to the requirements of Education Code 51221.3 and 51221.4. See BP 6142.94 - History-Social Science Instruction.

- (2) World War II, including and the role of Americans and Filipinos Americans who served in the United States Army during that time in that war
  - (3) The Vietnam War, including the "Secret War" in Laos and role of Southeast Asians in that war
  - (4) The Bracero program, under which temporary contract laborers were imported pursuant to a 1942 agreement between the United States and Mexico
- b. The American legal system, the operation of the juvenile and adult criminal justice systems, and the rights and duties of citizens under the criminal and civil law and the state and federal constitutions

**Note: The following optional paragraph is for use by districts that offer a teen court or peer court program.**

This course may include participation in a teen court or peer court program.  
(Education Code 51220.2)

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

- c. The development of the American economic system, including the role of the entrepreneur and labor
- d. The relations of persons to their human and natural environments, including the wise use of natural resources (Education Code 51221)

*(cf. 6142.5 - Environmental Education)*

- e. Eastern and western cultures and civilizations

**Note: Pursuant to Education Code 51220, instruction related to human rights issues, as provided in item #2f below, may include the study of the Armenian genocide. Education Code 51226.3 encourages the incorporation of oral testimony into instruction in human rights, including the Armenian, Cambodian, Darfur, and Rwandan genocides.**

**COURSES OF STUDY** (continued)

- f. Human rights issues, with particular attention to the study of the inhumanity of genocide **(which may include, but is not limited to, the Armenian, Cambodian, Darfur, and Rwandan genocides)**, slavery, and the Holocaust
- g. Contemporary issues

*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

*(cf. 6142.3 - Civic Education)*

*(cf. 6142.94 - History-Social Science Instruction)*

- 3. Foreign language(s): understanding, speaking, reading, and writing, beginning not later than grade 7 (Education Code 51220)

*(cf. 6142.2 - World/Foreign Language Instruction)*

- 4. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind, as required by Education Code 51222 (Education Code 51220)

*(cf. 6142.7 - Physical Education and Activity)*

- 5. Science: physical and biological aspects; emphasis on basic concepts, theories, and processes of scientific investigation and on the place of humans in ecological systems; appropriate applications of the interrelation and interdependence of the sciences (Education Code 51220)

*(cf. 6142.93 - Science Instruction)*

- 6. Mathematics: mathematical understandings, operational skills, and problem-solving procedures; algebra (Education Code 51220, 51224.5)

*(cf. 6142.92 - Mathematics Instruction)*

- 7. Visual and performing arts: dance, music, theatre, and visual arts, with emphasis upon development of aesthetic appreciation and creative expression (Education Code 51220)

*(cf. 6142.6 - Visual and Performing Arts Education)*

- 8. Applied arts: consumer and homemaking education, industrial arts, general business education, or general agriculture (Education Code 51220)

- 9. Career technical/vocational-technical education: in the occupations and in the numbers appropriate to the personnel needs of the state and community served and relevant to the career desires and needs of students (Education Code 51220)

**COURSES OF STUDY** (continued)*(cf. 6178 - Career Technical Education)*

Note: Education Code 51934 requires that students be provided **comprehensive sexual health and HIV/AIDS** prevention instruction at least once in middle school or junior high school and at least once in high school. See BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction **for required components of such instruction.**

**Education Code 51934, as amended by AB 329 (Ch. 398, Statutes of 2015), requires that comprehensive sexual health education include information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking. In addition, pursuant to Education Code 51225.36, as added by SB 695 (Ch. 424, Statutes of 2015), districts that require a course in health education for high school graduation must include instruction in sexual harassment and violence with specified components.**

10. **Comprehensive sexual health and HIV/AIDS** prevention (Education Code **51225.36**, 51934)

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

Note: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise item #11 below to indicate topics that will be addressed in grades 7-12.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

11. Personal and public safety, accident prevention and health, including instruction in: (Education Code 51202, 51203)
- a. Emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation **(CPR)** when appropriate equipment is available

**Note: The following paragraph is for use by districts that require a course in health education for high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51225.6, as added by AB 1719 (Ch. 556, 2016), such districts are required to include instruction in performing compression-only cardiopulmonary resuscitation (CPR), as described below, beginning in the 2018-19 school year. Such instruction must be based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR, such as those developed by the American Heart Association or the American Red Cross, and must include hands-on practice in compression-only CPR. Before the start of the 2017-18 school year, the CDE is required to provide guidance on how to implement this requirement, including, but not limited to, who may provide instruction.**

**Education Code 51225.6, as added, also encourages districts to provide students with general information on the use and importance of an automated external defibrillator.**

**COURSES OF STUDY** (continued)

**Beginning in the 2018-19 school year, instruction shall be provided in compression-only CPR. Such instruction shall be based on national evidence-based guidelines and shall include hands-on practice in compression-only CPR. (Education Code 51225.6)**

- b. Fire prevention
- c. The protection and conservation of resources, including the necessity for the protection of the environment
- d. Venereal disease
- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body and upon prenatal development

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 6142.8 - Comprehensive Health Education)*

Note: The following two items are **optional** pursuant to Education Code 51202.

- f. Prenatal care
- g. Violence as a public health issue

**Note: Item #12 is optional. Education Code 51220.3 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed above for grades 7-12.**

**12. Violence awareness and prevention**

**Note: Item #13 is optional. Education Code 51226.7, as added by AB 2016 (Ch. 327, Statutes of 2016), requires the SBE to adopt a model curriculum in ethnic studies by March 31, 2020 and encourages districts to offer a course in ethnic studies based on that model curriculum as an elective course in social sciences or English language arts in at least one grade level during grades 9-12. At their discretion, districts may choose to offer a course in ethnic studies prior to the availability of the model curriculum.**

**13. Ethnic studies**

Note: Education Code 51220.5 requires the equivalent content of a one-semester course in parenting skills and education in grades 7 and/or 8, subject to funding which was not subsequently appropriated; thus the following paragraph **and items #1-8 are is** currently **optional**.



**COURSES OF STUDY** (continued)

In addition, the course of study for grade 7 and/or 8 may include parenting skills and education, that address at least all of the following **including, but not limited to, child growth and development, parental responsibilities, household budgeting, child abuse and neglect issues, personal hygiene, maintenance of healthy relationships, teen parenting issues, and self-esteem.** (Education Code 51220.5)

1. Child growth and development
2. Parental responsibilities
3. Household budgeting
4. Child abuse and neglect issues
5. Personal hygiene
6. Maintenance of healthy relationships
7. Teen parenting issues
8. Self-esteem

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

Note: The following paragraph is for use by districts that maintain high schools.
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High schools shall offer automobile driver education that includes instruction in: (Education Code 51220, 51220.1, 51220.4)

1. Vehicle Code provisions and other relevant state laws
2. Proper acceptance of personal responsibility in traffic
3. Appreciation of the causes, seriousness, and consequences of traffic accidents
4. Knowledge and attitudes necessary for the safe operation of motor vehicles
5. The safe operation of motorcycles
6. The dangers involved in consuming alcohol or drugs in connection with the operation of a motor vehicle

**COURSES OF STUDY** (continued)

7. The rights and duties of a motorist pertaining to pedestrians and the rights and duties of pedestrians pertaining to traffic laws and traffic safety

**Certification of College Preparatory Courses**

Note: The following **optional** section is for use by districts that maintain grades 9-12 and may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University system is a requirement that students satisfactorily complete 15 units of specified courses ("a-g" courses). In order to qualify as an "a-g" course, the course must first be submitted to and approved by UC. The district or school should develop course descriptions using the templates provided by UC and submit them through UC's online system.

According to the Frequently Asked Questions on UC's web site, UC considers the principal to be the certifying agent of the school, although the district's curriculum coordinator or an assistant principal or head counselor from the school may be assigned this responsibility. The following paragraph may be revised to reflect the position in the district or school(s) that is responsible for submitting and updating "a-g" courses.

The Superintendent or designee shall identify courses in history-social science, English, mathematics, laboratory science, languages other than English, visual and performing arts, career technical education, and college preparatory electives that may qualify for designation as "a-g" college preparatory courses. He/she shall submit course information to the University of California (UC) including, but not necessarily limited to, the course title, subject area, grade level(s), unit value, a brief course description, prerequisites and co-requisites, texts and supplemental instructional materials used in the course, whether the school is seeking designation of the course as an honors course, and whether the course is classified as a career technical education or regional occupational program course. He/she also shall electronically submit updates to UC whenever course content changes or a course will not be offered in a particular year.

**Notification to Students in Grades 9-12**

Note: The following section is for use by districts that maintain grades 9-12.

At the beginning of each school year, the Superintendent or designee shall provide written notice to parents/guardians of students in grades 9-12 that, to the extent possible, shall not exceed one page in length and that includes all of the following: (Education Code 51229)

1. A brief explanation of the course requirements for admission to UC and the California State University (CSU)

Note: The UC maintains a searchable web site that lists certified "a-g" courses for all regular California public high schools; see the management resources in the accompanying Board policy.

**COURSES OF STUDY** (continued)

2. A list of the current UC and CSU web sites that help students and their families learn about college admission requirements and that list high school courses that have been certified by UC as satisfying the requirements for admission to UC and CSU
3. A brief description of what career technical education is, as defined by the California Department of Education (CDE)
4. The Internet address for the portion of the CDE web site where students can learn more about career technical education
5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6164.2 - Guidance/Counseling Services)*

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# CSBA Sample Board Policy

Instruction

BP 6173(a)

## EDUCATION FOR HOMELESS CHILDREN

Note: The following policy reflects the intent of the McKinney-Vento Homeless Assistance Act (42 USC 11431-11435), **as amended by the Every Student Succeeds Act (P.L. 114-95)**, that each homeless student should have equal access to the same free, appropriate public education and services as other students. **42 USC 11432 mandates that districts adopt, review, and revise policies to remove barriers to the identification, enrollment, and retention of homeless children and youth, ensure that homeless students are not segregated or stigmatized on the basis of their status as homeless, and provide for professional development for appropriate staff, as provided in the following policy.**

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

*(cf. 6011 - Academic Standards)*

Note: The following paragraph is mandated pursuant to 42 USC 11432, as amended by P.L. 114-95. **42 USC 11432 requires that districts adopt policy to remove barriers to homeless students' enrollment and retention due to absences or outstanding fees or fines. See the accompanying administrative regulation for additional procedures designed to remove barriers to the identification and enrollment of homeless students.**

**The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)**

*(cf. 3250 - Transportation Fees)*

*(cf. 3260 - Fees and Charges)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

Note: Education Code 52060-52077 require districts to develop a local control and accountability plan (LCAP) which must be aligned to specific state priorities and any additional local priorities, and which must contain annual goals for all students and for each "numerically significant" student subgroup and the specific actions to be taken to achieve each goal; see BP/AR 0460 - Local Control and Accountability Plan. AB 104 (Ch. 13, Statutes of 2015) amended the definition of "numerically significant student subgroups" in Education Code 52052 to include homeless students when there are at least 15 homeless students in the school or district.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

*(cf. 0460 - Local Control and Accountability Plan)*

**EDUCATION FOR HOMELESS CHILDREN** (continued)

**Note:** Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. See the accompanying administrative regulation for information about the designation and duties of the district liaison.

**The Superintendent or designee shall designate an appropriate staff person to serve as a district liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.**

**Note:** The U.S. Department of Education's Non-Regulatory Guidance, Education for Homeless Children and Youths Program, emphasizes that districts should include the identification of homeless students and their unique educational needs in district needs assessments and school improvement plans. The following optional paragraph reflects strategies included in the Guidance for identifying homeless students and may be revised to reflect district practice. Also see the California Department of Education's (CDE) web site for a sample student residency questionnaire and "You Can Enroll in School" poster.

**In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.**

*(cf. 1113 - District and School Web Sites)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**Note:** Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, P.L. 114-95 amended 42 USC 11432 to provide that information about a homeless student's living situation must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of homeless students' records, see the USDOE's Non-Regulatory Guidance, Education for Homeless Children and Youths Program.

**Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)**

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

**EDUCATION FOR HOMELESS CHILDREN** (continued)

Note: Pursuant to 42 USC 11432, placement determinations for homeless students must be made according to the student's "best interest," as defined in the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

**Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)**

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6171 - Title I Programs)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6177 - Summer Learning Programs)*

*(cf. 6178 - Career and Technical Education)*

*(cf. 6179 - Supplemental Instruction)*

Note: **The following paragraph is mandated by 42 USC 11432. mandates that districts adopt policies and practices that ensure that homeless children are not segregated or stigmatized on the basis of their status as homeless. Although this law also prohibits the segregation of homeless students into a separate school or program; however, separate schools that were in operation before the reauthorization in 2001 may continue to operate under specified conditions. Districts that maintain such a school may revise the following paragraph to reflect district practice.**

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. **However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)**

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

*(cf. 3553 - Free and Reduced Price Meals)*

**EDUCATION FOR HOMELESS CHILDREN** (continued)

Note: Pursuant to 42 USC 11432, districts receiving assistance through the McKinney-Vento Homeless Assistance Act are required to coordinate services as provided below. Other districts may delete or revise the following paragraph to reflect district practice.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

*(cf. 1020 - Youth Services)*

Note: 42 USC 11432, as amended by P.L. 114-95, mandates that districts adopt policies and practices to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, as determined appropriate by the federal Office of the Coordinator.

SB 1068 (Ch. 538, Statutes of 2016) requires the CDE to provide specified informational and training materials to district liaisons, including informational materials on the educational rights of homeless children and youth and resources available to assist homeless children and youth. It also requires the CDE to adopt policies and practices to ensure that liaisons participate in professional development and technical assistance programs.

District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 52064.5, as amended by AB 104 (Ch. 13, Statutes of 2015), the State Board of Education is required to ~~has~~ adopted evaluation rubrics by October 1, 2016, for use by districts in evaluating their strengths, weaknesses, and areas that require improvement for the purpose of updating their LCAP.

In addition, pursuant to 20 USC 6311, as amended by P.L. 114-95, annual district report cards for districts receiving Title I funds are required to include disaggregated student achievement data and graduation rates of homeless students.

**EDUCATION FOR HOMELESS CHILDREN** (continued)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

*(cf. 0500 - Accountability)*

***(cf. 6162.51 - State Academic Achievement Tests)***

*(cf. 6190 - Evaluation of the Instructional Program)*

*Legal Reference: (see next page)*



## EDUCATION FOR HOMELESS CHILDREN (continued)

### Legal Reference:

#### EDUCATION CODE

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

48850 Educational rights **of homeless and foster youth; participation in extracurricular activities**

48852.5 Notice of educational rights of homeless students

48852.7 Enrollment of homeless students

48915.5 Recommended expulsion, homeless student with disabilities

48918.1 Notice of recommended expulsion

51225.1-51225.3 Graduation requirements

52060-52077 Local control and accountability plan

#### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

#### UNITED STATES CODE, TITLE 20

**1087vv Free Application for Federal Student Aid; definitions**

**1232g Family Educational Rights and Privacy Act**

**6311 Title I state plan; state and local educational agency report cards**

#### UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

**12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies**

### Management Resources:

#### CALIFORNIA CHILD WELFARE COUNCIL

Partial Credit Model Policy and Practice Recommendations

#### CALIFORNIA DEPARTMENT OF EDUCATION

Homeless Education Dispute Resolution Process, January 30, 2007

#### NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

#### U.S. DEPARTMENT OF EDUCATION GUIDANCE

**Dear Colleague Letter, July 27, 2016**

**Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2004 2016**

#### WEB SITES

California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx>

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

(7/05 12/15) 10/16

# CSBA Sample Administrative Regulation

Instruction

AR 6173(a)

## EDUCATION FOR HOMELESS CHILDREN

Note: The following administrative regulation is **mandated** pursuant to 42 USC 11432; see section on "Transportation" below.

### Definitions

Note: The federal McKinney-Vento Homeless Assistance Act (42 USC ~~11431-11435~~ **11434a**) defines "homeless students" as provided below. This law applies to foster youth in certain circumstances (i.e., when they are living in emergency or transitional shelters ~~and when they are awaiting foster care placement~~) **but, as amended by P.L. 114-95, the definition of "homeless students" no longer includes youth who are awaiting foster care placement.** See BP/AR 6173.1 - Education for Foster Youth for state law regarding foster children.

*Homeless students* means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; **or** are abandoned in hospitals; ~~or are awaiting foster care placement~~

(cf. 6173.1 - Education for Foster Youth)

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

**5.**—*Unaccompanied youth* **includes youth** who are not in the physical custody of a parent or guardian. **(20 USC 11434a)**

Note: **The following definition of "school of origin" generally reflects** Education Code 48852.7, ~~as added by SB 445 (Ch. 289, Statutes of 2015), adds the following definition of "school of origin"~~ which exceeds the definition in 42 USC 11432 and is consistent with the state definition of "school of origin" that applies to foster youth. **However, as amended by P.L. 114-95, 42 USC 11432 includes preschools in the definition as provided below.**

**EDUCATION FOR HOMELESS CHILDREN** (continued)

*School of origin* means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled, **including a preschool**. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; **42 USC 11432**)

Note: Education Code 48850 expresses legislative intent that the "best interest" of a homeless student or foster youth includes educational stability as well as placement in the least restrictive educational program, as provided below. Education Code 48853 further provides that the placement of a foster youth should consider the student's access to academic resources, services, and extracurricular and enrichment activities. For consistency with the definition of "best interest" applicable to foster youth (see AR 6173.1 - Education for Foster Youth), the following definition also reflects Education Code 48853.

*Best interest* means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

**District Liaison**

Note: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. **The district should fill in the blanks below with the title or position, address, and phone number of the district liaison.**

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

FEDERAL-STATE PROGRAMS; TESTING; YOUTH ADVOCACY; & AERIES/CalPADS  
Administrative Assistant  
445 Montezuma Street, Rio Vista, CA 94571  
(707) 374-1700  
\_\_\_\_\_  
\_\_\_\_\_  
**(email)**

**EDUCATION FOR HOMELESS CHILDREN** (continued)

Note: The duties of the district liaison for homeless students are listed in 42 USC 11432, **as amended by P.L. 114-95**, and are specified below. ~~In its July 2004 Non-Regulatory Guidance Education for Homeless Children and Youth Program~~, the U.S. Department of Education (USDOE) gives some specific examples of activities that the liaison could perform in furtherance of these duties, such as assisting homeless children in enrolling in school and accessing school activities; obtaining immunization or medical records; informing parents/guardians, school personnel, and others of the rights of homeless children; working with school staff to make sure that homeless children are immediately enrolled in school pending resolution of disputes; and helping to coordinate transportation services. In addition, ~~the Guidance~~ **Also see the U.S. Department of Education's (USDOE) Non-Regulatory Guidance Education for Homeless Children and Youths Program recommends that the district's liaison refer to** **and** the Homeless Liaison Toolkit developed by the National Center for Homeless Education.

The district's liaison for homeless students shall: (Education Code 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel **and** through **outreach and ~~coordinated~~ coordination** activities with other entities and agencies

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 3553 - Free and Reduced-Price Meals)*

*(cf. ~~5141.6 - School Health Services~~)*

2. Ensure that homeless students **are** enrolled **in**, and have a full and equal opportunity to succeed in, district schools

3. Ensure that homeless families and ~~students~~ **children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district**

*(cf. 5148.3 - Preschool/Early Childhood Education)*

4. **Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services**

*(cf. 5141.6 - School Health Services)*

- 4.5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

*(cf. 5145.6 - Parental Notifications)*

**EDUCATION FOR HOMELESS CHILDREN** (continued)

**5-6.** Disseminate notice of the educational rights of homeless students in ~~district schools that provide services to homeless children and at places where they receive services, such as~~ **locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including** schools, family shelters, **public libraries,** and hunger relief agencies (soup kitchens). **The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.**

**6-7.** Mediate enrollment disputes in accordance with law, ~~Board policy, and administrative regulation~~ **and the section "Resolving Enrollment Disputes" below**

**7-8.** Fully inform parents/guardians **of homeless students and unaccompanied youth** of all transportation services, **including transportation to the school of origin, and assist them in accessing transportation to the school of choice**

~~(cf. 3250 - Transportation Fees)~~

(cf. 3541 - Transportation Routes and Services)

**Note: P.L. 114-95 amended 42 USC 11432 to add the duties specified in items #9-10 below.**

**9.** **Ensure that school personnel providing services to homeless students receive professional development and other support**

~~(cf. 4131 - Staff Development)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

**10.** **Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090**

**11.** **Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the provision of comprehensive data to the state coordinator as required by law**

Note: Pursuant to Education Code 48918.1, the district liaison must be notified before the expulsion hearing for a homeless student, when the student's alleged violation does not require a mandatory recommendation for expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process. When so notified, the district liaison is expected to assist the student and, as necessary, advocate on the student's behalf.

**EDUCATION FOR HOMELESS CHILDREN** (continued)

Furthermore, pursuant to Education Code 48915.5, if the homeless student has also been identified as an individual with a disability and the district has proposed a change of placement due to an act for which decision to recommend expulsion is discretionary, the district liaison must be invited to participate in the individualized education program team meeting that makes a manifestation determination pursuant to the Individuals with Disabilities Education Act (20 USC 1415(k)).

**8. In addition**, when notified pursuant to Education Code 48918.1, **the district liaison shall** assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion. **9.** When notified pursuant to Education Code 48915.5, **the district liaison shall** participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.

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

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

*(cf. 6159 - Individualized Education Program)*

~~10. — Assist a homeless student to obtain records necessary for his/her enrollment into or transfer out of district schools, including immunization, medical, and academic records~~

**Note: 42 USC 11432, as amended by P.L. 114-95, requires that the California Department of Education (CDE) publish a list of district liaisons on its web site. The CDE collects the name and contact information of district liaisons through the consolidated application process, along with information about district compliance with federal program requirements.**

**The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. He/she shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)**

**Enrollment**

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

**Note: 42 USC 11432, as amended by P.L. 114-95, specifies factors that must be considered in determining a student's best interest, as provided below.**

**In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)**

**EDUCATION FOR HOMELESS CHILDREN** (continued)

Note: **The following optional paragraph presents examples of factors that may be considered in making placement decisions based on a student's "best interest," and may be revised to reflect district practice.** In its Non-Regulatory Guidance Education for Homeless Children and Youth Program, the USDOE recommends that the placement determination be student centered and individualized. The Guidance lists the following factors for the district to consider when making a determination of a student's "best interest." **The following paragraph is optional and should be revised to include any other factors used by the district in making this determination.**

~~When making a placement decision for a homeless student, the Superintendent or designee may consider~~ **Such factors may include, but are not limited to,** the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, ~~consider~~ **give priority to** the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless ~~his/her~~ **the student's** parent/guardian **or the unaccompanied youth** requests otherwise. (Education Code 48852.7; 42 USC 11432)

Note: Education Code 48852.7, ~~as added by SB 445 (Ch. 289, Statutes of 2015),~~ and 42 USC 11432 require schools to immediately enroll homeless students as specified below. In its Non-Regulatory Guidance Education for Homeless Children and Youths Program, the USDOE recommends that the district take steps to facilitate immediate enrollment such as accepting school records directly from families, establishing school-based immunization clinics, and training staff on the legal requirements for immediate enrollment. See AR 5111.1 - District Residency.

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she: (Education Code 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

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

2. Does not have clothing normally required by the school, such as school uniforms

**EDUCATION FOR HOMELESS CHILDREN** (continued)

(cf. 5132 - Dress and Grooming)

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and **medical records, including, but not limited to, records or other proof of immunization history records of immunization and other required health records**

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

<b>Note: P.L. 114-95 amended 42 USC 11432 to add the circumstance specified in item #4 below.</b>
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4. **Has missed application or enrollment deadlines during any period of homelessness**

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other **medical required health** records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations, **screenings**, or records for the student. (42 USC 11432)

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian **or an unaccompanied youth**, the Superintendent or designee shall provide the parent/guardian **or the unaccompanied youth** with a written explanation of the decision along with a statement regarding the **parent/guardian's** right to appeal the placement decision. (42 USC 11432)

The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; **42 USC 11432**)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school



**EDUCATION FOR HOMELESS CHILDREN** (continued)

designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

Note: **42 USC 11432 and Education Code 48852.7 require that homeless students who become permanently housed during the school year be allowed to remain in the school of origin for the remainder of the school year.** Education Code 48852.7, ~~as added by SB 445 (Ch. 289, Statutes of 2015),~~ allows homeless students to remain in the school of origin, or matriculate to a feeder school, even if the student is no longer homeless. The district may revise the following list to reflect the grade levels and feeder school patterns in the district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if he/she is in grades K-8
2. Through graduation if he/she is in high school

**Resolving Enrollment Disputes**

Note: **In the event that a dispute arises over the district's decision related to student eligibility, school selection, or enrollment, the district must comply with the requirements of 42 USC 11432 and the dispute resolution process established by the CDE. The CDE's process is described in a January 30, 2007 letter to districts, available on the CDE's web site. The CDE's letter does not specify a hearing process or timelines for the district-level dispute resolution process. Thus, the district may revise the following section to reflect district practice, provided that the process is consistent with law.**

If a dispute arises over **student eligibility**, school selection, or enrollment in a particular school, **the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)**

The parent/guardian **or unaccompanied youth** shall be provided with a written explanation of ~~the placement decision~~ **any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)**

Note: ~~Pursuant to 42 USC 11432, when a dispute over school selection or enrollment exists between the district and a parent/guardian, the district must provide written explanation of its decision.~~ The following **optional paragraph list** should be modified to reflect district practice. In its Non-Regulatory Guidance Education for Homeless Children and Youths Program, the USDOE recommends that the written explanation contain the elements specified below. See the accompanying Exhibit for a sample explanation and appeal form.

The written explanation shall include:

**EDUCATION FOR HOMELESS CHILDREN (continued)**

1. ~~The district liaison's contact information~~
2. ~~A description of the district's placement decision~~
3. ~~Notice of the student's right to enroll in the school of choice pending resolution of the dispute, including the right to fully participate in all school activities~~
4. ~~Notice of the parent/guardian's right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education~~

1. **A description of the action proposed or refused by the district**
2. **An explanation of why the action is proposed or refused**
3. **A description of any other options the district considered and the reasons that any other options were rejected**
4. **A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources**
5. **Appropriate timelines to ensure any relevant deadlines are not missed**
6. **Contact information for the district liaison and state coordinator, and a brief description of their roles**

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

**Note: The following optional paragraph is recommended in the USDOE's Non-Regulatory Guidance Education for Homeless Children and Youths Program.**

**The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.**

**Note: The following optional paragraph is recommended by the CDE in the CDE's January 30, 2007 letter to districts.**

**EDUCATION FOR HOMELESS CHILDREN** (continued)

In working with a student's parents/guardians **or unaccompanied youth** to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If a parent/guardian **or unaccompanied youth** disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

Note: In its January 30, 2007 letter to districts, the CDE describes the process for appealing a district's enrollment decision to the county office of education and the CDE. Upon receipt of materials describing the dispute from the district, the county office liaison will determine the school selection or enrollment decision within five working days. If the dispute remains unresolved or is appealed, the county office liaison will forward the documentation to the state homeless coordinator who will notify the parent/guardian of the final school selection or enrollment decision within five working days.

~~The CDE's letter does not specify a timeline for the district liaison to make a determination of the enrollment decision, nor does it specify a hearing process at the district level. The following optional paragraph should be revised to reflect district practice.~~

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

**Note: 42 USC 11432, as amended by P.L. 114-95, provides that during any dispute over a student's enrollment, the student must be allowed to be enrolled in the school during the period of all appeals. 42 USC 11434a defines "enrollment" as including attendance in classes and participation in school activities.**

Pending **final** resolution of the dispute, **including all available appeals**, the student shall be immediately **admitted to enrolled in** the school in which enrollment is sought **pending resolution of the dispute. and shall be allowed to attend classes and participate fully in school activities.** (42 USC 11432, 11434a)

**EDUCATION FOR HOMELESS CHILDREN** (continued)**Transportation**

Note: 42 USC 11432 **mandates** that districts adopt policies and practices to ensure that transportation is provided to homeless students, at the request of their parent/guardian **or of the district liaison in the case of an unaccompanied youth,** to and from their school of origin as specified below.

In its Non-Regulatory Guidance Education for Homeless Children and Youths Program, the USDOE states that the law imposes an affirmative obligation to transport homeless students, even if transportation is not provided to other students. The Guidance clarifies that, because the State of California receives funds under McKinney-Vento, all districts in California are subject to this requirement.

Federal law does not address the authorization provided by Education Code 39807.5 for the district to charge for the cost of home-to-school transportation. However, it is likely that most homeless students would be identified as indigent and would therefore be exempt from transportation costs. See AR 3250 - Transportation Fees.

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian, **or the district liaison in the case of an unaccompanied youth,** requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

*(cf. 3250 - Transportation Fees)*

*(cf. 3541 - Transportation Routes and Services)*

Note: Education Code 48852.7, **as added by SB 445 (Ch. 289, Statutes of 2015),** requires that the district provide transportation to a formerly homeless student with an individualized education program that provides for transportation as a related service. Education Code 48852.7 does not supersede or exceed other laws governing special education services for eligible homeless students.

The following paragraph may be revised if the district chooses to provide transportation to other formerly homeless students attending their school of origin.

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)

**Transfer of Coursework and Credits**

Note: The following section is for use by districts maintaining high schools.

**EDUCATION FOR HOMELESS CHILDREN** (continued)

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

Note: Although Education Code 51225.2 requires districts to award partial credits to homeless students who transfer from school to school, there is no uniform system for calculating and awarding partial credits. A recommendation for how to award partial credit is available in the California Child Welfare Council's Partial Credit Model Policy and Practice Recommendations and should be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

*(cf. 6143 - Courses of Study)*

**Applicability of Graduation Requirements**

Note: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

Education Code 60851.5, as added by SB 172 (Ch. 572, Statutes of 2015), provides that the administration of the California High School Exit Examination and the requirement that each student completing grade 12 successfully pass the exam as a condition of receiving a diploma or a condition of graduation from high school are suspended for the 2015-16, 2016-17, and 2017-18 school years.

**EDUCATION FOR HOMELESS CHILDREN** (continued)

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Governing Board.

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6162.52 - High School Exit Examination)*

Note: Pursuant to Education Code 51225.1, homeless students who transfer after the second year of high school are exempted from locally established high school graduation requirements in the same manner as foster youth who transfer in the same grades. The district is required to notify the homeless student, the person holding rights to make educational decisions for the student, and the district liaison of the availability of this exemption and whether the student qualifies for it. As amended by AB 1166 (Ch. 171, Statutes of 2015), Education Code 51225.1 provides that, if the district fails to provide this notification, a student who qualifies for the exemption will be eligible for the exemption once he/she is notified, even if that notification is received after the student is no longer homeless.

However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

## **EDUCATION FOR HOMELESS CHILDREN** (continued)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

### **Eligibility for Extracurricular Activities**

Note: The following paragraph is required pursuant to Education Code 48850. See BP 6145 - Extracurricular and Cocurricular Activities for additional eligibility requirements.

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*

### **Notification and Complaints**

Note: Education Code 51225.1 and 51225.2, as amended by AB 379 (Ch. 772, Statutes of 2015), require that specified educational rights of homeless students be included in the annual uniform complaint procedures notification distributed pursuant to 5 CCR 4622.

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

**EDUCATION FOR HOMELESS CHILDREN** (continued)

Note: ~~AB 379 (Ch. 772, Statutes of 2015) amended~~ Education Code 51225.1 and 51225.2 ~~to~~ provide that complaints of noncompliance with specified requirements related to the educational rights of homeless students may be filed in accordance with the uniform complaint procedures specified in 5 CCR 4600-4687. As with other complaints covered under the uniform complaint procedures, a complainant may appeal the district's decision to the CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

(12/14 12/15) 10/16



# CSBA Sample Exhibit

Instruction

E(1) 6173(a)

## EDUCATION FOR HOMELESS CHILDREN

### DISTRICT EXPLANATION OF ~~ENROLLMENT~~ DECISION RELATED TO ELIGIBILITY, SCHOOL SELECTION, OR ENROLLMENT

Note: **The following form should be revised to reflect district practice.** In its Non-Regulatory Guidance Education for Homeless Children and Youths Program, issued July 2004, the U.S. Department of Education recommends that the written **statement of any** decision regarding a homeless student's **eligibility, school selection, or** enrollment include the elements specified below. See the accompanying administrative regulation.

Instructions: The following form ~~is to be used when the district has denied a parent/guardian's the enrollment request~~ **provides notice and explanation to a student's parent/guardian or an unaccompanied youth regarding the district's decision related to student eligibility, school selection, or enrollment.**

Date: \_\_\_\_\_ Name of person completing form: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone number: \_\_\_\_\_

In accordance with **the** federal ~~law~~ **McKinney-Vento Homeless Assistance Act** (42 USC ~~11432 11431-11435~~), this notification is being provided to **either**:

Name \_\_\_\_\_ of \_\_\_\_\_ parent(s)/guardian(s):

Name of **unaccompanied** student(s): \_\_\_\_\_

Name of ~~s~~School requested: \_\_\_\_\_

District's placement decision (name of school): \_\_\_\_\_

**Action(s) proposed/refused by the district related to eligibility, school selection, or enrollment:**

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~~After reviewing your request to enroll your child in the school listed above, your enrollment request has been denied.~~

**This** **The district's** determination **regarding eligibility, school selection, or enrollment** was based upon **the following evidence and for the following reasons:**

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**EDUCATION FOR HOMELESS CHILDREN** (continued)

**Other options that the district considered, if any, included the following options which were rejected for the following reasons:**

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**Factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources, if any:**

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You have the right to appeal this decision to the district Superintendent. **To do so, contact the district's homeless liaison listed below within the next \_\_\_ (insert number of days) \_\_\_ days to request a Dispute Form. You may provide written or verbal documentation to support your position, and may also seek the assistance of social services, advocates, and/or service providers in the dispute process. The Superintendent or designee will review all the evidence and will notify you of his/her decision within \_\_\_ (insert number of days) \_\_\_ days.**

If you are not satisfied with the Superintendent's decision, you may appeal to the \_\_\_\_\_(insert county name)\_\_\_\_\_ County Office of Education. If you are not satisfied with the county office's decision, you may then appeal to the California Department of Education. The district's homeless liaison can assist you with this appeal.

**CONTACT INFORMATION:**

**District Liaison: The district liaison is one of the primary contacts between homeless families and school or district staff. He/she is responsible for coordinating services to ensure that homeless students enroll in school and have the opportunity to succeed academically, and mediates enrollment disputes as needed.**

Name of district's homeless liaison: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

**EDUCATION FOR HOMELESS CHILDREN** (continued)

**County Liaison:** If you appeal the district's decision to the county office of education, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office. The county liaison will review the materials and determine the eligibility, school selection, or enrollment decision within five working days of receiving the materials. He/she will notify you of the decision.

Name of County Office of Education homeless liaison: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_

**State Coordinator:** If you appeal the county office's decision to the California Department of Education, the county homeless liaison shall forward all written documentation and related paperwork to the State Homeless Coordinator. The state coordinator will review the district, county office, and parent/guardian information and will notify you of the decision within ten working days of receiving the materials.

Name of state homeless coordinator: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_

**RIGHTS:**

You also have the following rights:

Pending **the final** resolution of this dispute, **including the period of all appeals**, ~~your child~~ **the student** has the right to immediately enroll in the school ~~you~~ requested and to participate **fully** in school activities at that school.

- ~~You may provide written or verbal documentation to support your position. You may use the district's dispute resolution form. A copy of the dispute resolution form can be obtained from the district's liaison for homeless students.~~
- ~~You may seek the assistance of advocates or attorneys to help you with this appeal.~~

# CSBA Sample Exhibit

Instruction

E(2) 6173

## EDUCATION FOR HOMELESS CHILDREN

### **ENROLLMENT DISPUTE FORM**

Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared verbally with the district's liaison for homeless students.

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

Name of person completing form: \_\_\_\_\_

Student's name: \_\_\_\_\_

Name of person completing form: \_\_\_\_\_

Relation to student: \_\_\_\_\_

I may be contacted at the following:

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Name of school requested: \_\_\_\_\_

I wish to appeal the **eligibility, school selection, or** enrollment decision made by:

District liaison     **District** Superintendent     County **office of education** liaison

Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation verbally.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have been provided with:

- A written explanation of the district's decision
- Contact information for the district's homeless liaison
- Contact information for the county office of education's homeless liaison
- Contact information for the state homeless coordinator**

(7/05) 10/16

# CSBA Sample Exhibit

Board Bylaws

E(1) 9323.2(a)

## ACTIONS BY THE BOARD

### ACTIONS REQUIRING A SUPER MAJORITY VOTE

Note: The following exhibit lists some of the Governing Board actions that require more than a simple majority vote. Other such actions may exist and may be identified in the future.

#### Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

Note: Item #5 below is different from temporary borrowing pursuant to Government Code 53850-53858 which requires only a majority vote of the Board.

5. Request for temporary borrowing pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

*(cf. 7131 - Relations with Local Agencies)*  
*(cf. 7150 - Site Selection and Development)*  
*(cf. 7160 - Charter School Facilities)*

- 7. When the district is organized to serve only grades K-8 and desires to establish a community day school for any of grades K-8 (Education Code 48660)**

**ACTIONS BY THE BOARD** (continued)

**(cf. 6185 - Community Day School)**

Note: Items #7-9 below are for use by districts seeking to establish a community day school on an existing school site.

**7.8.** When the district has an average daily attendance (ADA) of 2,500 or less and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

**8.9.** When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

**9.10.** When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

**(cf. 6185 - Community Day School)**

**10.11.** Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

*(cf. 7214 - General Obligation Bonds)*

**11.12.** Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

*(cf. 7213 - School Facilities Improvement Districts)*

**12.13.** Resolution to place a parcel tax on the ballot (Government Code 53724)

Note: Code of Civil Procedure 1245.240 requires that, prior to commencing an eminent domain action, the Board adopt a resolution of necessity approved by a two-thirds vote of the Board unless a greater vote is required by statute, charter, or ordinance. In addition, if the Board desires to use the property for a different purpose than stated in the resolution of necessity, then pursuant to Code of Civil Procedure 1245.245, the Board must adopt, by two-thirds vote, another resolution authorizing the different use unless a greater vote is required by statute, charter, or ordinance.

**13.14.** Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the

**ACTIONS BY THE BOARD** (continued)

resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

**Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:**

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

**Actions Requiring a Four-Fifths Vote of the Board:**

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

*(cf. 3110 - Transfer of Funds)*

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

*(cf. 3311 - Bids)*

5. Resolution to award a contract for a public works project at \$187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized

**ACTIONS BY THE BOARD** (continued)

under the Uniform Public Construction Cost Accounting Act for projects of \$175,000 or less, all bids received are in excess of \$175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

**Actions Requiring a Unanimous Vote of the Board:**

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)
2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

**Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:**

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*



BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: March 14, 2017

Attachments: x\_\_\_  
Item no. 12

From: Bonnie Kauzlarich, Dir. of Personnel

SUBJECT Reduction or Elimination of Particular Kinds of  
Certificated Services.

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

Background Resolution 728 Elimination of .20 FTE of Certificated Services for the  
2017-2018 school year.

Status: It is necessary to eliminate at the end of the 2016-2017 school year the  
employment of .20 FTE probationary certificated staff.

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

Recommendation: That the Board approve Resolution 728 Elimination of .20 FTE  
Certificated Staff.

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

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

**RESOLUTION NO. 728**

**RESOLUTION OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES RELATIVE TO THE REDUCTION OR ELIMINATION OF  
PARTICULAR KINDS OF CERTIFICATED SERVICES**

**WHEREAS**, the Superintendent has recommended to the Board of Trustees of the River Delta Unified School District (“District”) that it shall be necessary to reduce or eliminate the particular kinds of services of the District described below not later than the beginning of the 2017-18 school year; and

**WHEREAS**, Education Code sections 44949 and 44955 require action by the Board of Trustees to reduce or eliminate particular kinds of services of the District not later than the beginning of the next school year; and

**WHEREAS**, the Board of Trustees has determined it shall be necessary and in the best interest of the District to reduce or eliminate the particular kinds of services described below and to decrease a corresponding number of certificated employees in the District not later than the beginning of the 2017-18 school year; and

**WHEREAS**, the Board of Trustees is required by law to give written notice to all certificated employees to be laid off as a result of a decision to reduce or eliminate particular kinds of certificated services by no later than March 15; and

**WHEREAS**, the Board of Trustees has considered all positively assured attrition, including deaths, resignations, retirements and other permanent vacancies, for 2017-18 which has occurred to date in determining the needed services to be reduced or eliminated; and

**WHEREAS**, the Board of Trustees is authorized by Education Code section 44955 to establish criteria based upon the needs of the District and the students thereof for determining the order of termination as between certificated employees who first rendered paid service to the District on the same date; and

**WHEREAS**, Education Code section 44955 provides that the services of no permanent employee may be terminated while any probationary or any other employee with less seniority is retained to render a service which the permanent employee is certificated and competent to render; and

**WHEREAS**, the Board of Trustees is authorized by Education Code section 44955 to deviate from terminating certificated employees in order of seniority where the district demonstrates a specific need for personnel to teach a specific course or courses of study; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the River Delta Unified School District:

1. That all of the foregoing recitals are true and correct.
2. The particular kinds of certificated services to be reduced or eliminated not later than the beginning of the 2017-18 school year are as follows:

<b>Resource Specialist Teacher</b>	<b>.20 FTE</b>
<b>TOTAL</b>	<b>.20 FTE</b>

3. That as a result of the foregoing elimination or reduction of particular kinds of certificated services it is necessary to terminate the employment of a corresponding number of probationary and/or permanent certificated employees of the District no later than the end of the 2016-17 school year.

4. That “competency” for the purposes of Education Code section 44955, 44956 and 44957 shall be determined solely upon current possession of a preliminary or clear credential for the subject matter or grade level to which the employee will be assigned at the beginning of the 2017-18 school year, plus at least one completed year of experience within the preceding ten (10) years teaching the subject matter at the applicable elementary, middle, or high school level in a public school district. Further, that due to the specific need of the District to hire and retain only highly qualified teachers in academic subject areas, “competency” shall require current confirmation of qualification of academic subject competency (highly qualified), or verifiable eligibility for competency if not previously reviewed by the District, in all subjects of a proposed assignment, in accordance with the NCLB. In order to ensure maximum flexibility in departmentalized assignments, “competency” shall also require that a less senior employee providing a service on the basis of a single subject credential shall only be bumped by a more senior employee who holds a single subject credential for the subject matter of the assignment.

5. That as between employees who first rendered paid service on the same date, the order of termination shall be based solely on the needs of the District and the students thereof, as determined by the point system described herein. This system shall be applied only where the implementation of layoffs or rehire actually impacts two or more employees with the same first date of paid service and is applied only to those employees. In the case of each tie, points shall be granted to each affected employee based upon all the following criteria:

- a. Possession of a currently valid preliminary or clear California teaching credential – *1 point*;
- b. Possession of multiple valid preliminary or clear California teaching credentials – *1 point*;
- c. Possession of an undergraduate major or minor in: Elementary education – *1 point*;

- d. Possession of one or more post graduate degree(s) – *1 point*;
- e. Highest current placement on the certificated salary schedule – *1 point*;
- f. Spanish bilingual competency as evidenced by any CTC credential authorization, major or minor in Spanish – *1 point*;
- g. In any case where a tie results after calculating the cumulative points for each the above criteria, then the tie shall be broken by lot.

6. That the Superintendent and/or his designee is directed to send appropriate notices to all employees to be affected by virtue of this action in accordance with the provisions of the California Education Code and to afford all such employees all rights to which they are entitled under law.

7. That the Superintendent and/or his designee is directed to make such assignments and reassignments in such manner that certificated employees are retained to render any service which their seniority and qualifications entitle them to render.

PASSED AND ADOPTED by the Board of Trustees of the River Delta Unified School District on March 14, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTENTIONS:**

**IN WITNESS WHEREOF**, I Marilyn Riley, Clerk of The Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 728 adopted by the said Board at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
 Marilyn Riley, Clerk  
 Board of Trustees  
 River Delta Unified School District

\_\_\_\_\_  
 Date

**CERTIFICATION**

STATE OF CALIFORNIA            )  
  )        ss.  
COUNTY OF SOLANO            )

I certify the above is a true copy of a resolution adopted by the Board of Trustees of the River Delta Unified School District at a meeting held on March 14, 2017.

DATED: March 14, 2017

BOARD OF TRUSTEES OF THE  
RIVER DELTA UNIFIED SCHOOL DISTRICT,  
COUNTY OF SOLANO, STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DON BENO  
Superintendent

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



**BOARD AGENDA BRIEFING**

Meeting Date:	March 14, 2017	Attachments: <input checked="" type="checkbox"/> X
From:	Elizabeth Keema-Aston, Chief Business Officer	Item Number: <u>13.</u>
<b><u>SUBJECT</u></b>	Multiyear Audit Agreement with Crowe Horwath for fiscal years 2016-17, 2017-18 and 2018-19.	Action: <input checked="" type="checkbox"/> x Consent Action: _____ Information Only: _____

**Background:**

School Districts in California are required to have an annual audit performed by an independent auditor on its financial records. In accordance with Ed Code section 41020, school districts must notify the County Superintendent of schools of their selection for an independent audit firm by April 1.

**Status:** The district would like to contract with Crowe Horwath to perform the audits. Attached is a multiyear contract for years 2016-17 through 2018-19 as well as Measure U and Measure V bond audits.

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

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

The costs for fiscal years \$41,500 for the first two years with an increase to \$43,000 in 2018-19, which will be paid through unrestricted general funds. Measure U & V audits will be paid through bonds funds which has been past practice at a cost of \$8,000 each or \$16,000.

**Recommendation:**

That the Board approves the Multiyear contract with Crowe Horwath.

Time: 5 mins.



**Crowe Horwath LLP**  
Independent Member Crowe Horwath International  
400 Capitol Mall, Suite 1400  
Sacramento, California 95814-4498  
Tel 916.441.1000  
Fax 916.441.1110  
[www.crowehorwath.com](http://www.crowehorwath.com)

February 17, 2017

Ms. Elizabeth Keema-Aston  
Chief Business Officer  
River Delta Unified School District  
445 Montezuma Street  
Rio Vista, California 94571

Dear Ms. Keema-Aston:

This letter confirms the arrangements for Crowe Horwath LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to River Delta Unified School District ("District, etc." or "you", "your" or "Entity" or "Client") for the year ending June 30, 2017. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

## AUDIT SERVICES

### Our Responsibilities

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the District for the period indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- District Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules

Ms. Elizabeth Keema-Aston  
Chief Business Officer  
February 17, 2017  
Page 2

- Schedule of Funding Progress (OPEB)
- Schedule of the District's Proportionate Share of the Net Pension Liability
- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with Federal statutes, regulations, and the terms and conditions of Federal awards and on its internal controls as required for a Single Audit. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the District's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the financial statements. Our report will be addressed to Board of Education of the District. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.



In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.
- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any deficiencies or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. The objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the District only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information. However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

#### The District's Responsibilities

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. The District's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the District, and their knowledge of any fraud or suspected fraud affecting the District.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements and to compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses

to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of management's representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the District of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

## OTHER SERVICES

### Financial Statement Preparation

The District will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the District to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

### Preparation of the Schedule of Expenditure of Federal Awards

The District will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the District to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

### Recordkeeping Assistance

The Entity will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the District to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

### Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the District. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

## BOND OFFERINGS

With respect to any official statements issued by the District with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

“Crowe Horwath LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe Horwath LLP also has not performed any procedures relating to this official statement.”

## FEEES

Our fees, inclusive of out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Audit of District financial statements for the year ending June 30, 2017	\$ 41,500
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In accordance with the requirements of Education Code Section 14505, the District will not be required to pay the final 10% of this amount until the current year audit report has been accepted by the State Controller's Office.

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements

- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- Agreed-upon level of preparation and assistance from your personnel not provided
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate District personnel during audit fieldwork.

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.

Our fee assumes that we will be provided with auditable trial balances for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, that subsidiary ledgers will reconcile to the general ledger and that beginning fund equity amounts will be reconcilable to prior year audited ending fund equity. We assume that the District will cooperate with our requests for information such as explanations of account activity.

Additionally, we assume the District will provide a copy of the capital assets ledger including current year additions and dispositions and depreciation by functional expense. We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the District will prepare confirmation letters, the MD&A section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the District or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

We agree to the following fees for the next two subsequent years as follows:

Audit of River Delta Unified School District financial statements for the years ending:

June 30, 2018	\$	41,500
June 30, 2019	\$	43,000

Because each year is a separate engagement and this three-year period does not constitute a continuous engagement, we will require execution of a new engagement letter for each subsequent year listed above. However, we agree to the fees listed above for each year unless we both agree in writing to a modification.

Ms. Elizabeth Keema-Aston  
Chief Business Officer  
February 17, 2017  
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Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

To facilitate Crowe's presence at District's premises, District will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on District's premises. In the event District does not provide Crowe with internet access while on District's premises, District will reimburse Crowe for the cost of internet access through other means while on District's site.

#### MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Report.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of the parties contained in this Agreement will survive the completion or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

Ms. Elizabeth Keema-Aston  
Chief Business Officer  
February 17, 2017  
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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, River Delta Unified School District and Crowe have duly executed this engagement letter effective the date first written above.

Crowe Horwath LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

River Delta Unified School District

CROWE HORWATH LLP

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Jennifer Aras  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Audit Managing Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

February 17, 2017  
\_\_\_\_\_  
Date

## **Crowe Engagement Terms**

Crowe wants the Client to understand the terms under which Crowe provides its services to the Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to the Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, the Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. The Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than the Client's original information, are for the Client's internal use only, consistent with the purpose of the Services. The Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, the Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**THIRD PARTY PROVIDER** – Crowe may use a third-party provider in providing Services to the Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to the Client for maintaining its confidentiality.

**CLIENT-REQUIRED CLOUD USAGE** – If the Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), the Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.



**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are the Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). The Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that the Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, the Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event the Client provides Crowe access to Restricted Personal Data, the Client will consult with Crowe on appropriate measures (consistent with professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on the Client's site. The Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, the Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

**INTELLECTUAL PROPERTY** – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, the Client will use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement.

**AGGREGATED DATA** – The Client agrees Crowe may from time to time use and process the Client's confidential information for data aggregation or industry benchmarking purposes. In using Client's confidential information in this way, Crowe will maintain the information as confidential unless Crowe removes data that specifically identifies the Client and the Client's customers.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to the Client changes in laws, rules or regulations. However, the Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) The Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change the Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** – The Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and the Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. The Client agrees that Crowe may use the Client's name and generally describe the nature of Crowe's engagement(s) with the Client in marketing to prospects, and Crowe may also provide prospects with contact information for the Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with gross negligence or willful misconduct, Crowe's liability will not exceed fees paid by the Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature

of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with gross negligence or willful misconduct, the Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that the Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to the Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between the Client or any of the Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, the Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of

a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NOTIFICATION OF NON-LICENSEE OWNERSHIP –** Crowe (“the Firm”) and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If the Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

**NON-SOLICITATION –** The Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.

**AFFILIATES –** Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

## System Review Report

To the Partners of Crowe Horwath LLP  
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe Horwath LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Crowe Horwath LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crowe Horwath LLP has received a peer review rating of *pass*.



Cherry Bekaert LLP  
August 23, 2016



**Peer Review Program**  
Administered by the National Peer Review Committee

American Institute of CPAs  
220 Leigh Farm Road  
Durham, NC 27707-8110

October 31, 2016

James L Powers  
Crowe Horwath LLP  
225 W Wacker Dr Ste 2600  
Chicago, IL 60606

Dear Mr. Powers:

It is my pleasure to notify you that on October 27, 2016 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Michael Fawley  
Chair—National PRC  
nprc@aicpa.org 919 4024502

cc: Samuel Edward Johnson; Scot D Ivey

Firm Number: 10014904

Review Number 446067

Letter ID: 1122915A



**Crowe Horwath LLP**  
Independent Member Crowe Horwath International  
400 Capitol Mall, Suite 1400  
Sacramento, California 95814-4498  
Tel 916.441.1000  
Fax 916.441.1110  
[www.crowehorwath.com](http://www.crowehorwath.com)

February 17, 2017

Ms. Elizabeth Keema-Aston  
Chief Business Officer  
River Delta Unified School District  
445 Montezuma Street  
Rio Vista, California 94571

Dear Ms. Keema-Aston:

This letter confirms the arrangements for Crowe Horwath LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to River Delta Unified School District ("the District" or "you" or "your" or "Client") for the year ending June 30, 2017. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

## FINANCIAL AUDIT SERVICES

### Our Responsibilities

We will audit and report on the financial statements of the District's Measure U and V General Obligation Bonds as of and for the period ending June 30, 2017.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatements whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the preparation and fair value presentation of the financial in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit

management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential), (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the District's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed with your legal counsel.

We expect to issue a written report upon completion of our audit of the financial statements. Our report will be addressed to those charged with governance of the District's Measure U and V General Obligation Bonds. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

## PERFORMANCE AUDIT SERVICES

### Our Responsibilities

We will conduct a performance audit on the District's Measure U and V General Obligation Bonds as of and for the periods ending June 30, 2017. The objective of our Performance Audit will be *to determine if the bond funds have been expended only on the specific projects listed* in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in *Government Auditing Standards (GAS)*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material non-compliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We will also obtain an understanding of internal control that is significant within the context of the audit objectives. For internal control that is significant within the context of the audit objectives, we will assess whether internal control has been properly designed and implemented. For those internal controls that are deemed significant within the context of the audit objectives, we will perform tests of controls including testing underlying transactions, as required by GAS standards, to evaluate the effectiveness of the design

and operation of controls. Information systems controls are often an integral part of an entity's internal control. Thus, when obtaining an understanding of internal control significant to the audit objectives, we will also determine whether it is necessary to evaluate information systems controls. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any deficiencies or other matters involving internal control, if any, as required by GAS standards.

Our audit and work product are intended for the benefit and use of the District only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information. However, we may be requested to make certain workpapers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such workpapers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to your oversight agency or grantors. The workpapers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through Entity. If we are aware that a federal awarding agency, pass-through Entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the workpapers.

As required by *Government Auditing Standards* we have previously provided you with a copy of our most recent peer review report.

#### The District's Responsibilities

The District's management is responsible for the design, implementation and maintenance of internal control relevant to the expenditure of Measure U and V General Obligation Bonds in accordance with the requirements of Proposition 39. The District's management is also responsible for complying with applicable laws, regulations, contracts and grants that are relevant to the scope and objectives of the performance audit and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the objectives of the performance audit, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the performance audit, and unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud with regard to the bond measures and their knowledge of any fraud or suspected fraud affecting the bond measures.



Management is responsible for adjusting the financial statements to correct material misstatements to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of management's representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

#### FEES

Our fees, inclusive of out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Performance and financial statement audits of Measure U General Obligation Bonds for the year ending June 30, 2017	\$ 8,000
Performance and financial statement audits of Measure V General Obligation Bonds for the year ending June 30, 2017	\$ 8,000

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- Agreed-upon level of preparation and assistance from your personnel not provided
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate District personnel during audit fieldwork.

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.

Our fee does not include implementation of any other future performance auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the District or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

We have agreed to the following fees for the next two subsequent years as follows:

Measure U General Obligation Bonds

Performance and financial statement audits for the year ending June 30, 2018	\$	8,000
Performance and financial statement audits for the year ending June 30, 2019	\$	8,000

Measure V General Obligation Bonds

Performance and financial statement audits for the year ending June 30, 2018	\$	8,000
Performance and financial statement audits for the year ending June 30, 2019	\$	8,000

Because each year is a separate engagement and this three-year period does not constitute a continuous engagement, we will require execution of a new engagement letter for each subsequent year listed above. However, we agree to the fees listed above for each year unless we both agree in writing to a modification.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which District agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to District by Crowe.

To facilitate Crowe's presence at the District's premises, the District will provide Crowe with internet access while on District's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on District's premises. In the event District does not provide Crowe with internet access while on District's premises, District will reimburse Crowe for the cost of internet access through other means while on District's site.

\* \* \* \* \*

This engagement letter and the attached Crowe Engagement Terms reflect the entire agreement between us relating to the services covered by this letter. The headings included in this letter are to assist in ease of reading only; the letter and attachment are to be construed as a single document, with the provisions of each section applicable throughout. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter. The agreements of the District and Crowe contained in this engagement letter shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included. This agreement shall be interpreted and construed under, and governed by the internal laws of the State of Illinois, without regard for choice of law principles.

Ms. Elizabeth Keema-Aston  
River Delta Unified School District  
February 17, 2017  
Page 7

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign and date below and return a copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

**ACCEPTANCE:**

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the District the terms of conditions as stated.

IN WITNESS WHEREOF, District and Crowe have duly executed this engagement letter as of the date below.

Crowe Horwath LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

River Delta Unified School District

Crowe Horwath LLP

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Jennifer Aras  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Partner  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

February 17, 2017  
\_\_\_\_\_  
Date

## Crowe Engagement Terms

Crowe wants the Client to understand the terms under which Crowe provides its services to the Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to the Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, the Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. The Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than the Client's original information, are for the Client's internal use only, consistent with the purpose of the Services. The Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, the Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**THIRD PARTY PROVIDER** – Crowe may use a third-party provider in providing Services to the Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to the Client for maintaining its confidentiality.

**CLIENT-REQUIRED CLOUD USAGE** – If the Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), the Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are the Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). The Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that the Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, the Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event the Client provides Crowe access to Restricted Personal Data, the Client will consult with Crowe on appropriate measures (consistent with professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on the Client's site. The Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, the Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

**INTELLECTUAL PROPERTY** – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, the Client will use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement.

**AGGREGATED DATA** – The Client agrees Crowe may from time to time use and process the Client's confidential information for data aggregation or industry benchmarking purposes. In using Client's confidential information in this way, Crowe will maintain the information as confidential unless Crowe removes data that specifically identifies the Client and the Client's customers.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to the Client changes in laws, rules or regulations. However, the Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) The Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change the Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** – The Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and the Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. The Client agrees that Crowe may use the Client's name and generally describe the nature of Crowe's engagement(s) with the Client in marketing to prospects, and Crowe may also provide prospects with contact information for the Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with gross negligence or willful misconduct, Crowe's liability will not exceed fees paid by the Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature

of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with gross negligence or willful misconduct, the Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that the Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to the Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between the Client or any of the Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, the Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of

a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NOTIFICATION OF NON-LICENSEE OWNERSHIP** – Crowe (“the Firm”) and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If the Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

**NON-SOLICITATION** – The Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual’s compensation for the prior full twelve-month period to the original employer.

**AFFILIATES** – Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

Attachments:  X

From: Don Beno, Superintendent

Item Number: 15

**SUBJECT**

Request to approve and adopt the 2016-2017 Tentative Agreement with the River Delta Unified Teacher's Association

Action:  X

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

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

**Background:**

The District and the River Delta Unified Teacher's Association have reached a tentative agreement on contract language, salary and benefits. This agreement will resolve all issues, which were opened for the 2016-2017 school year. The District and the Association agree to the following: (See attached).

**Status:**

**Presenter:** Don Beno, Superintendent

**Other People Who Might Be Present:** Staff

**Cost &/or Funding Sources**

The total cost of bargained agreements with ALL employees will be approximately \$ 439,373

**Recommendation:**

Staff recommends that the Board approve the Agreement with the RDUTA which closes negotiations for 2016-17.

Time: 5 mins.



Tentative Agreement: Salary, Benefits and Contract Language changes

1-24-17

To settle contract negotiations regarding salary, benefits and contract language changes for 2016-17, the District and the Association (RDUTA) agree to the following:

1. Bargaining unit members who are currently employed, upon the date of Board approval, will receive a 3.25 % adjustment to the salary schedule. The payment will be retroactive to July 1, 2016 or the employees start date if hired after July 1, 2016.
2. **Article VII:** Change the title on C “Shortened Days” to “Minimum Days”. (this will reduce the confusion between this section and Section F, which discusses time banked for short instructional days on Wednesdays)
3. **Article VIII:** “The District will have 5 working days after the start of the year, or upon the enrollment of a new student, to make any adjustments to the class sizes before the rate of \$15 per student is in effect. If there are not changes after those 5 days, the teacher will be paid the \$15 per student retroactive to the first day of school or the first day of a new student’s enrollment.”
4. **Article XI:** Note: Change page 35 to read “FIVE” year option. Add “Form E” as the form for Goals and Objectives and insert the attached form as Form E.

On page 20 at the end of the final paragraph add the following sentence: “If the evaluator chooses to withdraw consent for the 5 year option, it must be done prior to September 15<sup>th</sup> of the year for which the evaluator will evaluate the bargaining unit member.”

On page 19 add “All evaluators conducting performance appraisals will follow the guidelines outlined in Article XI, use designated forms listed in Article XI for performance appraisals and adhere to performance appraisal schedules.

Add a column to page 21 listing a 5 year option in which goals and objectives, or form E, must be submitted by September 15.


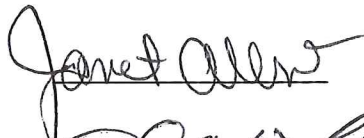
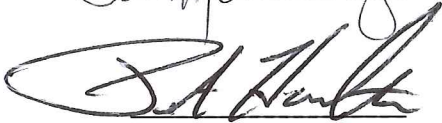
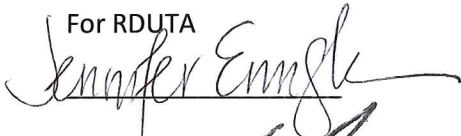
5. **Article XVII:** C. The District and the Association agree to form a representative committee every 3 years beginning in the fall of 2017, to review the medical insurance options and plan structures currently available, and to further review possible modifications to the options and plan structures in an effort to determine whether more cost effective is available. The findings from this review will be made available to the Association president and the RDUTA Executive

Board. It is understood that CSEA will also have representative on this committee for the interest in the members of CSEA.


D. The District proposes that the language is modified to state that the survey by secret ballot will begin in May of 2018.

6. **Article XIX:** Add to the last sentence in A: In addition to Salary and Benefits, the District and the Association shall open not more than two articles, each, for negotiations. In July 2019 and every three years thereafter, the entire contract will reopen.

For RDUTA



For RDUSD



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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

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

From: Don Beno, Superintendent

Item Number: \_16. \_\_\_

**SUBJECT** Request that the Board approve the 2016-17 Tentative agreement between the California School Employees Association River Delta Chapter #319 and the River Delta Unified School District.

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

**Background:**

The attached Tentative Agreement shall be in effect upon Board Approval and shall remain in effect for the duration of the contract. The Tentative Agreement was ratified by CSEA on February 16, 2017 by a vote of their membership.

**Status:**

**Presenter** Don Beno, Superintendent

**Other People Who Might Be Present** Members of the negotiating teams

**Cost &/or Funding Sources**

The total cost of bargained agreements with ALL employees will be approximately \$ 439,373.

**Recommendation:**

That the Board approve the 2016-2017 Tentative Agreement with CSEA

5 Minutes

Tentative Agreement between RDUSD and CSEA Delta Chapter #319

1/31/17

To settle contract negotiations regarding salary and benefits and language changes for 2016-2017, the District and the CSEA Delta Chapter #319 agree to the following:

1. Bargaining unit members who are currently employed, upon the date of Board approval, will receive a 3.25 % adjustment to the salary schedule. The payment will be retroactive to July 1, 2016 or the employees start date if hired after July 1, 2016.
2. If either the RDUTA (Teachers Association) or the Administrators or confidential employees negotiate and agree upon an agreement that provides a total compensation greater than what is listed in provision # 1, the District shall provide an equivalent compensation agreement to the CSEA, Delta Chapter #319.
3. The following language will be added to Article 11.2.1 "Any combination of jury duty (in the court process) plus the employee's regular work assignment time shall not exceed eight (8) hours for any day, unless the actual jury duty time exceeds (8) hours."
4. The following language will be added to article 17, as 17.7:

The District and the CSEA agree to form a representative committee every 3 years beginning in the fall of 2017, to review the medical insurance options and plan structures currently available, and to further review possible modifications to the options and plan structures in an effort to determine whether more cost effective coverage is available. The findings from this review will be made available to the CSEA President and the Executive Board. It is understood that RDUTA will also have a representative on this committee for the interest in the members of RDUTA.

For CSEA

David L. Howf.  
Christina Kupelb  
Jennifer Katoa  
Shereen Dart  
[Signature]

For RDUSD

D. F. B.  
[Signature]  
Ekeema Aston

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017

Attachments:  X

From: Don Beno, Superintendent

Item Number: 17

**SUBJECT**

Request to approve and adopt the 2016-2017 Tentative Agreement with the River Delta School District Management and Other non-bargaining unit employees.

Action:  X

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

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

**Background:**

The District and the River Delta Unified School District Management and Other non-bargaining unit employees have reached a tentative agreement on the MOU, salary. This agreement will resolve all issues, which were discussed for the 2016-2017 school year.

**Status:**

**Presenter:** Don Beno, Superintendent

**Other People Who Might Be Present:** Staff

**Cost &/or Funding Sources**

The total cost of bargained agreements with ALL employees will be approximately \$439,373.

**Recommendation:**

Staff recommends that the Board approve the Agreement with Management and Non-bargaining unit members which closes negotiations for 2016-2017

Time: 5 mins.

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 14, 2017 Attachments: \_\_\_x\_\_\_

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: \_18\_

**SUBJECT** Resolution # **729**, Authorizing the issuance and sale of a Action: \_\_\_x\_\_\_  
2017-18 Tax and Revenue Anticipation Note (TRAN) Consent Action: \_\_\_\_\_  
Information Only: \_\_\_\_\_

**Background:**

TRANs are short-term debt instruments issued by school districts throughout the state to create an additional reserve to the general fund. In our district, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund monies (generally paid out in a more level fashion).

In the past the district has experienced cash flow shortages in the general fund starting as early as September culminating with a large negative cash flow in December. To ensure the district is able to meet its cash obligations it is pertinent to pursue the issuance of a TRANs. This TRANs is part of a larger “pool” within California through Dale Scott & Company. The note will be in an amount not to exceed \$5,000,000.

**Status:** Resolution #729 allows the district to participate in the pooled TRAN however it does NOT obligate us to participate. The TRAN is not to exceed \$5,000,000.

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

**Other People Who Might Be Present:** n/a

**Cost &/or Funding Sources** Not Applicable

**Recommendation:**

That the board approves the Resolution to participate in the pooled TRAN for FY 2017-18.

Time: \_\_\_3 mins. \_\_\_

**THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.**

**DISTRICT RESOLUTION #729**

**NAME OF DISTRICT: RIVER DELTA UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF SACRAMENTO**

**MAXIMUM AMOUNT OF BORROWING: \$5,000,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2017-2018 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2017-2018 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES**

**WHEREAS**, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

**WHEREAS**, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2018 ("Fiscal Year 2017-2018") by the issuance of its 2017-2018 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

\* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

Year 2017-2018 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;<sup>\*\*</sup> and

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

**WHEREAS**, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2017-2018 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2017-2018 which will be received by or will accrue to the District during such fiscal year for the general

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<sup>\*\*</sup> Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.



fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2017-2018 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the “Program”), whereby participating school districts, community college districts and county boards of education (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes; and

**WHEREAS**, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

**WHEREAS**, under the first structure (the “Certificate Structure”), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the “Underwriter”), and Dale Scott & Company, as financial advisor for the Program (the “Financial Advisor”), would form one or more pools of notes or series of certificates (the “Certificates”) of participation (the “Series of Certificates”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

**WHEREAS**, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the “Trustee”), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Trust Agreement”), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

**WHEREAS**, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

**WHEREAS**, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the

“Credit Instrument”) issued by the credit provider (or credit providers) (collectively, the “Credit Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

**WHEREAS**, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

**WHEREAS**, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

**WHEREAS**, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto

(the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

**WHEREAS**, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District’s Series of Notes is assigned; and

**WHEREAS**, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

**WHEREAS**, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

**WHEREAS**, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement

or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

Section 1.     Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2.     Issuance of Notes.

(A)     Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2017-2018 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2017-2018 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

(1)     the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2)     one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"),

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\* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

\*\* A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the “Note Rate”).

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2017-2018 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the

discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District’s name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2017-2018 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a “Supplemental Resolution”).

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and

the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2017-2018, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement



or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the “Yes” box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an “Authorized Officer”), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District’s share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2017 (or the date of adoption of this Resolution if after May 1, 2017) through June 15, 2018 (the “Pricing Confirmation”), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes

are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation),

with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For

purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized

Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault

Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

#### Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District’s repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust

Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2017 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2017, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2017, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2018 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2018, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2018, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow



borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term “Tax-Exempt” shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

#### Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2017-2018 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues

to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a “Payment Account”) by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District’s funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the

Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
  - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
  - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
  - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);

- d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment

agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a “Rating Agency”), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District’s funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief

financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for

cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2017-2018 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2017-2018 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2017-2018, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2011-2012 through Fiscal Year 2015-2016, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at



least eighty-five percent (85%) of such amount for Fiscal Years 2016-2017 and 2017-2018, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases

and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2017 (the "Fiscal Year 2016-2017") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2016-2017 or Fiscal Year 2017-2018 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2017-2018.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2017-2018 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish

and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2017-2018 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies

which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is

implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power

or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

- (1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the “Dissemination Agent”), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:
  - a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
  - b. Unscheduled draws on debt service reserves reflecting financial difficulties;
  - c. Unscheduled draws on credit enhancements reflecting financial difficulties;
  - d. Substitution of credit or liquidity providers, or their failure to perform;
  - e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
  - f. Tender offers;
  - g. Defeasances;
  - h. Rating changes; or
  - i. Bankruptcy, insolvency, receivership or similar event of the obligated person.



For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and

issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as “Authorized District Representatives” under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A  
FORM OF NOTE

R-1

\$ \_\_\_\_\_

\_\_\_\_\_ DISTRICT/ \_\_\_\_\_ BOARD OF EDUCATION  
COUNTY OF \_\_\_\_\_, CALIFORNIA  
2017-2018 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

	<u>Interest Rate</u>		<u>Maturity Date</u>	
	____%		____, 20__	
<u>First Repayment Period</u>	<u>Second Repayment Period</u>	<u>Third Repayment Period</u>	<u>Fourth Repayment Period</u>	<u>Fifth Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity **

FOR VALUE RECEIVED, the District/Board of Education designated above (the “District”), located in the County designated above (the “County”), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest

\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\* Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

payment date or to pay the principal of or interest on this Note on the maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*

[It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*\*

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2017-2018 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited

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\* This paragraph is applicable only if the Note is issued by the District.

\*\* This paragraph is applicable only if the Note is issued by the County.

therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]\* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]\* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]\*

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\* Applicable only if the Note is issued by the County.

RESOLUTION CERTIFICATE

I, Don Beno, Secretary of the Governing Board of River Delta Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the River Delta Unified School District duly and regularly held at the regular meeting place thereof on the \_\_ day of \_\_\_\_\_, 2017, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 445 Montezuma Street, Rio Vista, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$5,000,000.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
Don Beno  
Secretary of the Governing Board  
of River Delta Unified School District



**IN WITNESS WHEREOF**, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

River Delta Unified School District

By \_\_\_\_\_  
Alicia Fernandez  
Title: Board President

[(SEAL)]

Countersigned

By \_\_\_\_\_  
Don Beno  
Title: Superintendent/Board Secretary

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
<u>Alicia Fernandez</u>	<u>Board President</u>	_____
<u>Don Beno</u>	<u>Superintendent/Board Secretary</u>	_____
_____	_____	_____
<u>Elizabeth Keema-Aston</u>	<u>CBO</u>	_____
_____	_____	_____

District: River Delta Unified School District

Address: 445 Montezuma Street

Rio Vista, CA 94571

County: Sacramento

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

River Delta Unified School District

By \_\_\_\_\_

Name: Elizabeth Keema-Aston

Title: CBO

**IN WITNESS WHEREOF**, each of the Districts identified in Schedule I hereto has caused this Trust Agreement to be signed in its name by its duly authorized representative, and U.S. Bank National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

River Delta Unified School District

By: \_\_\_\_\_  
Name: Elizabeth Keema-Aston  
Title: CBO