

# 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:

**April 18, 2017**

### **Bates Elementary School ♦ 180 Primasing, Courtland, 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 agendized 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 Williams Settlement Public Notification regarding sufficiency of teachers, facilities, CAHSEE, and textbook and instructional materials, quarterly report (Third Quarter Jan.-Mar.) – Kathy Wright
10. **Consent Calendar**
  - 10.1 Approve Board Minutes  
Regular Meeting of the Board, March 14, 2017
  - 10.2 Receive and Approve Monthly Personnel Reports  
As of April 18, 2017
  - 10.3 District's Monthly Expenditure Report  
March 2017
  - 10.4 Request to approve Rio Vista High School's fundraising event "Movie Night and Snack Bar Sales" to benefit Rio Vista High School's Swim Team – Vicky Turk
  - 10.5 Request to approve Riverview Middle School's fundraising event "Optional PE Clothing Sale" for the 2017-2018 school year, to benefit the physical education department, allowing the purchase of PE supplies – Sonia Rambo
  - 10.6 Request to approve the Bates Elementary and Mokelumne High Schools' list of outdated computers and electronics as surplus – Maria Elena Becerra
  - 10.7 Request to approve the overnight travel for Riverview Middle School students to travel to UC Santa Barbara from July 22-25, 2017 to attend the CADA Leadership Camp, funded by ASB funds and student payments – Sonia Rambo
  - 10.8 Request to approve the agreement with Government Financial Strategies, Inc. to provide financial advisory assistance ending in FY 2020-21 – Elizabeth Keema-Aston
  - 10.9 Request to approve the Professional Expert Agreement with Linda Van DeMaele to provide Health Services Instruction for the 2016-2017 school year at a cost not to exceed \$1,000 - General Fund – Kathy Wright

- 10.10 Request to approve the Delta High School's Senior Class of 2017 student's educational trip Grad Night to Disneyland, Anaheim, California May 17-18, 2017 – Laura Uslan
- 10.11 Request the approval for out-of-state travel for RVHS students to travel to the Oregon Shakespeare Festival in Ashland, Oregon from May 13-15, 2017 – Vicky Turk
- 10.12 Request to approve the Rio Vista High School's Class of 2017 educational graduation trip to Disneyland in Anaheim, California on May 24-25, 2017 – Vicky Turk
- 10.13 Request to approve Independent Contract for Services Agreement with Sacramento Theatre Company at Isleton Elementary School during summer camp, June 5-9, 2017 at a cost not to exceed \$2,250 paid by Isleton Elementary School Funds – Antonia Slagle
- 10.14 Request approval for Delta High School's FFA Chapter to apply for a grant from Universal Technical Institute (UTI) to fund agricultural mechanics projects – Charles Van Riper and Laura Uslan
- 10.15 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 \$1,000 – Special Education Funds– Sue Moelenbrock
- 10.16 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (McGrew Behavior Intervention Services, Inc.) for the 2016-2017 school year at a cost not to exceed \$15,000 – Special Education Funds – Sue Moelenbrock
- 10.17 Request approval to apply for the CDE State Preschool Program Grant for the FY 2017-18, approximately \$300,000 – Antonia Slagle
- 10.18 Request to approve the District Service Agreement with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2017-2018 school year – Kathy Wright
- 10.19 Donations to Receive and Acknowledge:
  - Bates Elementary School – Associated Student Body**
  - Excel Photographers - \$129.52
  - Delta High School – Scholarship Fund**
  - Bank of Rio Vista - \$1,500
  - Delta High School – Tyler Uslan Scholarship Fund**
  - Gordon T. and Melissa A. Egan Family Foundation - \$5,000
  - Rio Vista High School – From Rio Vista Athletic Boosters**
  - \$350 - School Screenagers Project
  - \$250 – RVHS Softball Team
  - \$250 – AFS Club
  - Rio Vista High School**
  - Isleton Lions Club - \$300 – RVHS Golf Team
  - Rio Vista Rotary Club - \$1,000 – KRVH / Radio Rio Program
  - Soroptimist International of Rio Vista - \$500 – RVHS Swimming Team

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 contract extension for one year to retain Sodexo as the Food Service Manager for the River Delta Unified School District in FY 2017-2018 – Elizabeth Keema-Aston  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 12. Request to approve Change Order #1 for the Gymnasium Roof and Gutter System Project at Rio Vista High School in the amount of \$15,227.89 – Elizabeth Keema-Aston  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 13. Request the approval to file a Notice of Completion for the Gymnasium Roof and Gutter System Project at Rio Vista High School – Elizabeth Keema-Aston  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 14. 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 December 2016 including miscellaneous mandated and conditionally mandated policies – Don Beno  
 Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 15. Request to approve the agreement and Scope of Work with Government Financial Strategies to Assist with the Development of Mitigation Plan for Gibbs Ranch Development, not to exceed \$22,500 plus \$1,000 for out of pocket expenses - Unrestricted General Funds – Elizabeth Keema-Aston
- 16. Request to approve the allowance of attendance because of emergency conditions application (J-13A) to be filled for loss of the district's Average Daily Attendance (ADA) for January 19 & 20, 2017 – Elizabeth Keema-Aston
- 17. Re-Adjourn to continue Closed Session, if needed
- 18. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Fernandez
- 19. 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, April 14, 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:

April 18, 2017

Bates Elementary School ♦ 180 Primasing, Courtland, 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 April 18, 2017, at Bates Elementary School, Courtland, 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 1617-321-007
- 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: \_\_\_\_\_

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



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 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 (**March Month 8**) 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 29 students*** compared to the same month last year, decreasing from 1,951 to 1,922. (Does not include Adult Ed)

District-wide enrollment ***increased by 7 students*** compared to **last month** (*February*), from 1,915 to 1,922. (Does not include Adult Ed)

District-wide attendance ***has increased 30 ADA*** compared to **last month** (*February*), 1,790 to 1,820. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

Presenter: Elizabeth Keema-Aston, Chief Business Officer

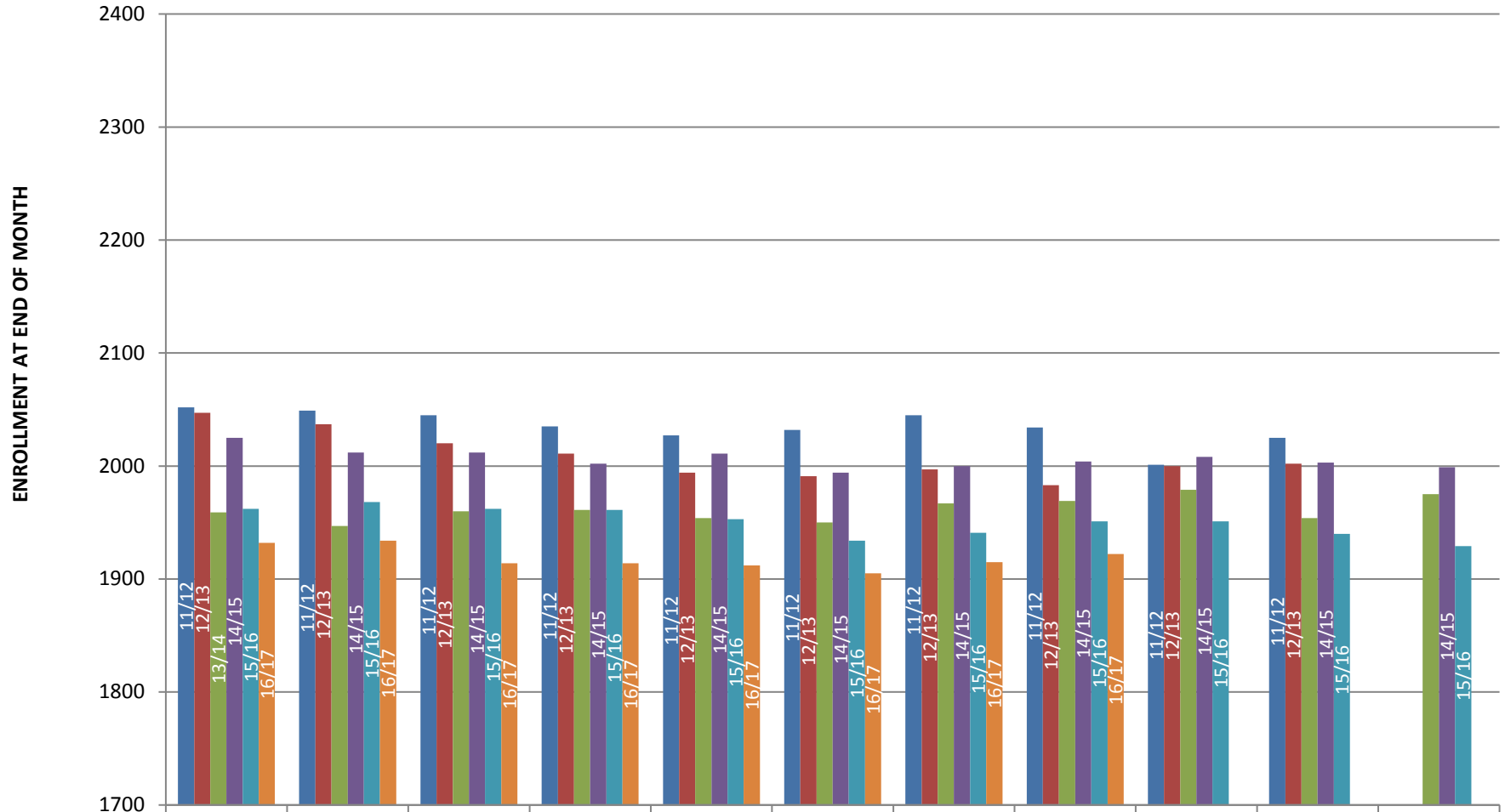
Recommendation:

That the Board receives the information presented.

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr From Pr Month	% of ADA	OCT	OCT	Incr/Decr From Pr Month	% of ADA	NOV	NOV	Incr/Decr From Pr Month	% of ADA	DEC	DEC	Incr/Decr From Pr Month	% of ADA	JAN	JAN	Incr/Decr From Pr Month	% of ADA
		15-16	16-17			15-16	16-17			15-16	16-17			15-16	16-17			15-16	16-17			15-16	16-17		
BATES	ENR	148	151	98.7%		147	153	2	96.1%	147	148	-5	98.6%	146	149	1	96.0%	145	149	0		144	148	-1	93.9%
	ADA	146	149			146	147			143	146			143	143			137	142			134	139		
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		144	173	2	90.8%
	ADA	144	171			143	171			141	168			139	165			140	164			130	157		
ISLETON	ENR	153	173	96.0%		156	176	3	94.9%	159	170	-6	97.6%	159	172	2	95.9%	157	171	-1		150	171	0	93.0%
	ADA	148	166			147	167			150	166			152	165			142	161			153	159		
RIVERVIEW	ENR	284	242	98.8%		283	243	1	99.6%	284	242	-1	97.1%	283	244	2	96.7%	284	242	-2		284	244	2	92.6%
	ADA	282	239			281	242			278	235			276	236			270	231			273	226		
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		158	170	-1	88.8%
	ADA	164	164			159	162			157	161			154	164			147	159			149	151		
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		364	345	-3	90.1%
	ADA	356	345			358	340			362	337			355	338			343	327			350	311		
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		1,244	1,251	-1	
	ADA	1,240	1,234			1,234	1,229			1,231	1,213			1,219	1,211			1,179	1,184			1,189	1,143		
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		68	57	0	89.5%
	ADA	67	57			67	56			65	57			65	56			65	56			64	51		
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		206	190	1	90.0%
	ADA	203	185			200	182			199	181			197	180			195	178			198	171		
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		372	373	-4	92.5%
	ADA	373	364			364	360			363	361			359	357			353	352			359	345		
HIGH SCHOOL SUB TOTAL	ENR	664	626			662	621	-5		657	628	7		656	617	-11		652	623	6		646	620	-3	
	ADA	643	606			631	598			627	599			621	593			613	586			621	567		
Mokelumne High (Continuation)	ENR	18	18			19	17	-1		20	12	-5		20	14	2		18	13	-1		23	11	-2	
	ADA	14	15			15	13			15	9			15	10			13	10			18	7		
River Delta High/Elem (Alternative)	ENR	10	10			12	15	5		13	13	-2		16	16	3		16	18	2		15	17	-1	
	ADA	7	9			7	10			7	9			9	10			12	12			12	11		
Community Day	ENR	5	5			6	4	-1		8	5	1		8	6	1		8	6	0		6	6	0	
	ADA	5	4			5	4			5	4			6	5			7	5			5	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		1,934	1,905	-7	
	ADA	1,909	1,868			1,892	1,854			1,885	1,834			1,870	1,829			1,824	1,797			1,845	1,733		
Wind River- Adult Ed	ENR	17	13			38	19	6		74	30	11		88	31	1		89	25	-6		88	27	2	
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		2,022	1,932	-5	

SITE		FEB		Incr/Decr From Pr Month	% of ADA	MAR		Incr/Decr From Pr Month	% of ADA																																																																																																																																																																																																																																																
		15-16	16-17			15-16	16-17																																																																																																																																																																																																																																																		
BATES	ENR	144	152	4	96.1%	141	151	-1	96.7%																																																																																																																																																																																																																																																
	ADA	140	146			137	146			CLARKSBURG (7th & 8th Gr)	ENR	143	174	1	96.0%	144	174	0	95.4%	ADA	137	167	139	166	ISLETON	ENR	156	169	-2	94.7%	160	168	-1	95.8%	ADA	150	160	153	161	RIVERVIEW	ENR	279	245	1	95.5%	280	247	2	95.1%	ADA	272	234	273	235	WALNUT GROVE	ENR	161	171	1	91.8%	165	173	2	94.8%	ADA	151	157	155	164	D.H. WHITE	ENR	367	348	3	92.2%	368	355	7	93.0%	ADA	345	321	352	330	<b>ELEMENTARY SUB TOTAL</b>	ENR	1,250	1,259	8		1,258	1,268	9			ADA	1,195	1,185			1,209	1,202			CLARKSBURG (9th Grade)	ENR	66	57	0	96.5%	64	57	0	96.5%	ADA	63	55	61	55	DELTA HIGH	ENR	205	187	-3	93.0%	206	184	-3	94.6%	ADA	196	174	194	174	RIO VISTA HIGH	ENR	377	378	5	92.6%	378	374	-4	95.5%	ADA	355	350	359	357	<b>HIGH SCHOOL SUB TOTAL</b>	ENR	648	622	2		648	615	-7			ADA	614	579			614	586			Mokelumne High (Continuation)	ENR	22	12	1		22	15	3		ADA	17	9	16	12	River Delta High/Elem (Alternative)	ENR	16	18	1		17	20	2		ADA	10	13	12	15	Community Day	ENR	5	4	-2		6	4	0		ADA	4	4	4	5	<b>TOTAL K-12 LCFF Funded</b>	ENR	1,941	1,915	10		1,951	1,922	7			ADA	1,840	1,790			1,855	1,820			Wind River- Adult Ed	ENR	105	33	6		61	47	14		<b>TOTAL DISTRICT</b>	ENR	2,046	1,948	16
CLARKSBURG (7th & 8th Gr)	ENR	143	174	1	96.0%	144	174	0	95.4%																																																																																																																																																																																																																																																
	ADA	137	167			139	166			ISLETON	ENR	156	169	-2	94.7%	160	168	-1	95.8%	ADA	150	160	153	161	RIVERVIEW	ENR	279	245	1	95.5%	280	247	2	95.1%	ADA	272	234	273	235	WALNUT GROVE	ENR	161	171	1	91.8%	165	173	2	94.8%	ADA	151	157	155	164	D.H. WHITE	ENR	367	348	3	92.2%	368	355	7	93.0%	ADA	345	321	352	330	<b>ELEMENTARY SUB TOTAL</b>	ENR	1,250	1,259	8		1,258	1,268	9			ADA	1,195	1,185			1,209	1,202			CLARKSBURG (9th Grade)	ENR	66	57	0	96.5%	64	57	0	96.5%	ADA	63	55	61	55	DELTA HIGH	ENR	205	187	-3	93.0%	206	184	-3	94.6%	ADA	196	174	194	174	RIO VISTA HIGH	ENR	377	378	5	92.6%	378	374	-4	95.5%	ADA	355	350	359	357	<b>HIGH SCHOOL SUB TOTAL</b>	ENR	648	622	2		648	615	-7			ADA	614	579			614	586			Mokelumne High (Continuation)	ENR	22	12	1		22	15	3		ADA	17	9	16	12	River Delta High/Elem (Alternative)	ENR	16	18	1		17	20	2		ADA	10	13	12	15	Community Day	ENR	5	4	-2		6	4	0		ADA	4	4	4	5	<b>TOTAL K-12 LCFF Funded</b>	ENR	1,941	1,915	10		1,951	1,922	7			ADA	1,840	1,790			1,855	1,820			Wind River- Adult Ed	ENR	105	33	6		61	47	14		<b>TOTAL DISTRICT</b>	ENR	2,046	1,948	16		2,012	1,969	21											
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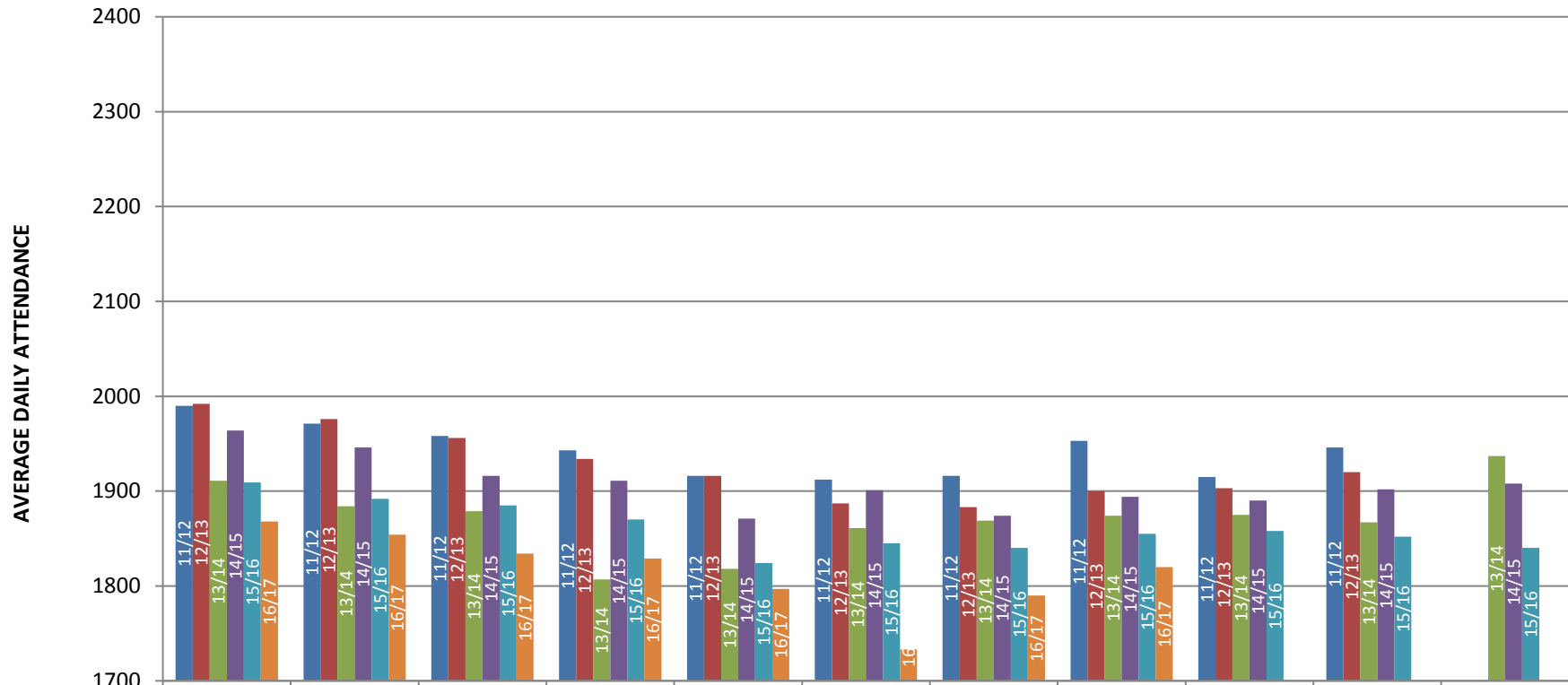
# ENROLLMENT



	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	1922			

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	1820			

SCHOOL MONTH



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



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 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  
 March 31, 2017

Working Budget						Actuals thru: 3/31/2017					
	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:	<b>(01)</b>										
Unrestricted	3,584,303	16,225,206	16,759,832	3,049,677	13,087,594	(1,386,190)	11,701,404	72.12%	10,858,873	64.79%	
Restricted	634,002	7,114,045	7,426,997	321,050	2,344,383		2,344,383	32.95%	3,660,437	49.29%	
Combined	4,218,306	23,339,251	24,186,829	3,370,728	15,431,977	(1,386,190)	14,045,787	60.18%	14,519,311	60.03%	
<i>Dry Period Financing</i>					-		-				
General Fund - Fund Balance %	13.94%	<i>Represents Ending Balances divided by Budget Expenses (D/C)</i>									
Other Funds											
Adult Ed. (11)	32,403	78,275	110,678	0	58,370		58,370	74.57%	56,512	51.06%	
Cafeteria ( 13 )	109,033	951,748	927,305	133,476	470,255		470,255	49.41%	600,405	64.75%	
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	23,053		23,053	79.49%	212,419	81.49%	
Bond Fund- SFID #1 South (22)	375,242	2,500	212,888	164,854	870		870	34.80%	197,254	92.66%	
Bond Fund - SFID #2 North (23)	96,774	28,760	28,100	97,434	233		233	0.81%	11,257	40.06%	
Developer Fees (25)	49,700	245,284	245,284	49,700	80,115		80,115	32.66%	238,454	97.22%	
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: 04-18-17

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 March 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**  
**April 18, 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:**

- **Isleton Elementary School**
  - Installed night light above bays at end of building - \$144.64
  - Prepared and lined front lawn area for soccer - \$127.28
  - Mowed fields - \$132.96
  
- **Rio Vista High School**
  - Repaired roof leaks on wood Shop building - \$424.84
  - Installed net on batting cage; prepared field for softball season - \$309.31
  - Repaired leaks in toilets in boys and girls restrooms in Build E - \$101.00
  - Installed door on boys locker room bathroom stall - \$152.33
  - Aerated and seeded football field - \$114.28
  - Removed graffiti and repainted wall next to Build F - \$141.26
  - Replaced chain and aligned cable on spool for basket to raise up - \$175.64
  - Lined softball field - \$158.64
  - Changed HVAC filters in gym - \$240.87
  
- **Riverview Middle School**
  - Dumped and spread wood shavings in bark box - \$958.03
  
- **Transportation South**
  - Installed 4 mil poly sheeting on office building, dug a drain to keep from flooding - \$134.75
  - Repaired lights at wash station - \$118.98

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

Attachments:  X

From: Kathy Wright, Director of Educational Services

Item Number: 9.3.2

**SUBJECT:**

Williams Settlement Public Notification regarding sufficiency of teachers, facilities, CAHSEE, and textbook and instructional materials.

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

**Background:**

The Williams Settlement requires that all students have qualified teachers, appropriate instructional materials and that their schools be clean and safe. The settlement holds schools accountable for delivering these fundamental elements. Education Code 35186 BP 13124 also requires the district to provide quarterly reports regarding Williams Settlement compliance.

**Status:**

The district has received no complaints this quarter.

**Presenter:**

Kathy Wright, Director of Educational Services

**Other People Who Might Be Present:**

None

**Cost &/or Funding Sources**

No cost to the district

**Recommendation:**

That the board receives this item as fulfillment of Williams Settlement requirements.

Time: 5 Minutes

# Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). **All fields are required.** (CAHSEE complaints no longer need to be reported on this form.)

## SUBMITTER INFORMATION

Name

Person submitting form

Job Title

Phone Number

Include area code

E-mail Address

## DISTRICT INFORMATION

School District

Year Covered by This Report

Quarter Covered by This Report

## COMPLAINTS

### Sufficiency of Textbooks

<b>Total Number of Textbook Complaints</b> Enter 0 if none.	
<b>Number of Textbook Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Textbook Complaints <u>Unresolved</u></b> Enter 0 if none.	

### Emergency School Facilities Issues

<b>Total Number of Emergency Facilities Complaints</b> Enter 0 if none.	
<b>Number of Emergency Facilities Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Emergency Facilities Complaints <u>Unresolved</u></b> Enter 0 if none.	

### Vacancy or Misassignment of Teachers

<b>Total Number of Vacancy/Misassignment Complaints</b> Enter 0 if none.	
<b>Number of Vacancy/Misassignment Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Vacancy/Misassignment Complaints <u>Unresolved</u></b> Enter 0 if none.	

## RESOLUTION OF COMPLAINTS

**Briefly summarize the nature of complaints and how they were resolved.**

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Cyndi Kroeck with your report.

## REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:

**Includes All UCP Complaints**

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

---

## RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Cyndi Kroeck at the Sacramento County Office of Education (SCOE): [ckroeck@scoe.net](mailto:ckroeck@scoe.net).

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.



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

445 Montezuma Street  
Rio Vista, CA 94571-1651

**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 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 March 14, 2017

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

**Background:**

Attached are the minutes from the Board of Trustee's meeting  
held on: March 14, 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

March 14, 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 March 14, 2017, at Walnut Grove Elementary School, Walnut Grove, California.
2. **Roll Call of Members:**
  - Alicia Fernandez, President
  - Don Olson, Vice President
  - Marilyn Riley, Clerk
  - Sarah Donnelly, Member
  - Chris Elliott, Member (arrived 6:10pm)
  - 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 6 (Ayes: Fernandez, Olson, Donnelly, Riley, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
5. **Open Session was reconvened at 6:37 pm**
  - 5.1 Roll was retaken, all 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 Board Member, David Bettencourt
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 1617-222-006 was approve as recommended.  
Motion carried by roll call vote: 6 (Ayes: Fernandez, Olson, Donnelly, Riley, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
7. **Review and Approve the Open Session Agenda**  
Member Bettencourt moved to approve, Member Olson seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (Absent)
8. **Public Comment:** None to report
9. **Reports, Presentations, Information**
  - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
    - 9.1.1 Board Members' report(s): Member Olson reported that he had arranged several acquaintances to visit Rio Vista High School and speak to the students sharing their journey from when they left high school to where they are in their career and lives today. Their speeches were not necessarily focused on the educational journey they took but about making the right choices in their lives. One of the speakers was a professional women's basketball player that received her PhD. The other speaker was a man born in Pakistan that traveled all over the world learning many languages. His passion for languages allowed him to volunteer on a research ocean vessel where the crewmen spoke German, and in the end he attended college where the professor from the ocean vessel taught. Mrs. Wright added that her daughter said the presentations were fascinating and one thing she took away from these speeches was that opportunities may come

along, they may not be exactly what you had planned on, but, they may lead to something else you had never thought you might enjoy.

Member Donnelly reported that she had the opportunity to read at D.H. White Elementary School to support Read Across America and honor Dr. Seuss's birthday. She read to Ms. Allen's second grade class as well as a fifth grade class. Member Donnelly also mentioned that other dignitaries from the city were there, Mr. Beno, the mayor from Rio Vista and a police officer all read to the students.

9.1.2 Committee Report(s): None to report

9.1.3 Superintendent Beno's report(s) – Mr. Beno informed the board that a report was submitted by Mrs. Turk to the WASC committee in preparation to their visit later in March. Once the visit has been completed and a final report received by the visiting committee Mrs. Turk will give a presentation to the Board of its results. Member Fernandez complimented the high school staff as well as the district office staff on the improvements made to obtain a longer accreditation period than in previous years.

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 ADA has increased this month and the enrollment has also increased by ten pupils. The district is in the process of submitting an emergency waiver to capture some of the lost ADA during the winter storms and flu season.

9.2.2 Monthly Financial Report - Elizabeth Keema-Aston mentioned that the district has received approximately 74% of the unrestricted funds budgeted mostly due to receiving tax revenues.

9.2.3 Maintenance, Operations & Transportation Update - Craig Hamblin reported that the new school bus made its first official crossing on the ferry, and all went well. The transportation department will be monitoring the bus to make sure that the skid wheels do not catch the ferry after the weather and river levels change. The manufacture will make changes if there are any issues.

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

9.3.1 Educational Services and Special Education Updates – Kathy Wright gave a presentation to the Board on the California School Dashboard. She explained what information is uploaded by the state and what information is uploaded by the district, she explained what indicators will be used and how to read results of the district.

9.3.2 CTE Pathways presentation – Jennifer Kitchens' presentation informed the Board on the six approved CTE pathways offered in the district and how they affect the students. On a different note Member Donnelly expressed that she feels when planning the Career Day held at Rio Vista High School the event planners should start planning earlier and should invite people who have careers in the fields of the CTE pathways offered. Ms. Kitchens thought that would be a good idea and would contact those planning the Career Day for the following year to coordinate.

9.3.3 Rio Vista High School's WASC/CDE Mid-Cycle Progress Report Information Only – Vicky Turk will make a presentation after the mid-cycle report results have been received from the visiting WASC committee.

10. **Consent Calendar** – a motion was read by Member Fernandez to amend the February 21, 2017

Board minutes, line item 10.1 the regular meeting of the Board was held in Isleton, California, not Rio Vista as submitted.

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)

Member Riley moved to approve including the revision of the Board minutes, Member Olson seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (Absent)

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

- 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

Member Bettencourt moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (Absent)

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

Member Bettencourt moved to approve, Member Maghoney seconded. Motion carried by roll call vote: 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (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

Member Bettencourt moved to approve, Member Olson seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (Absent)

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

Member Bettencourt moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (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

Member Bettencourt moved to approve, Member Elliott seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (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

Member Olson moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (Absent)

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

Member Olson moved to approve, Member Bettencourt seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (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

Member Donnelly moved to approve, Member Riley seconded. Motion carried by roll call vote, 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (Absent)

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

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

Member Bettencourt moved to approve, Member Maghoney seconded. Motion carried 7 (Ayes: Fernandez, Olson, Donnelly, Riley, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (Absent)

21. The meeting was adjourned at 7:42 p.m.

Submitted:

Approved:

\_\_\_\_\_  
Don Beno, Superintendent and  
Secretary to the Board of Trustees

\_\_\_\_\_  
Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder  
End

BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: April 18, 2017

Attachments:  X  
Item No. 10.2

SUBJECT MONTHLY PERSONNEL TRANSACTION REPORT

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

Consent:  X

Background

Status:

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

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

Time: \_\_\_\_\_ 2 minutes \_\_\_\_\_



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



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item No.: 10.3

Action Item:     

Consent Action: X

Information Only:     

**SUBJECT:** Approve Monthly Expenditure Summary

---

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

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

**Other People Who Might Be Present:**

**Cost and/or Funding Sources:**

Not Applicable

**Recommendation:**

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

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, Apr 03, 2017, 11:48 AM



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014136 ABBOTT, LORETTA 348 SOUTH FRONT ST RIO VISTA, CA 94571	192.44	RVHS SUPPLIES	03/02/2017	17334362 PO-170176	78.51	N
		RVHS MILEAGE	03/30/2017	17339045 TC-170210	89.09	N
		RVHS MILEAGE	03/30/2017	17339045 TC-170210	24.84	N
(530) 575-8082						N
014612 ACCUTRAIN DEVELOPMENTS RES 208 ASH AVE, ST 103 VIRGINIA BEACH, VA 23452	149.00	12260 BATES ALUONDA WORKSHOP	03/30/2017	17338972 PO-170891	149.00	N
( 0) - 0						N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	256.32	FEBRUARY 2017 ACSA DUES	03/02/2017	17334390 PV-170448	256.32	N
(800) 608-2272						N
014346 ADVANCED GASES & EQUIPMENT 717 GALVESTON ST W. SACRAMENTO, CA 95691	1,759.27	71953 RVHS AG EQUIP	03/02/2017	17334342 PO-170783	467.27	N
		71953 RVHS AG EQUIP	03/02/2017	17334342 PO-170783	468.00	N
		3128 DHS AG SUPPLIES	03/09/2017	17335585 PO-170701	824.00	N
(916) 374-0771						N
013110 ALIGNMENTS & BRAKES PO BOX 1068 1440 WALNUT GROVE-THORNTON RD WALNUT GROVE, CA 95690	69.95	5689 TRANS REPAIRS	03/09/2017	17335624 PV-170456	69.95	7
(916) 776-4879		Y ARREDONDO, JOS				
002739 ALL WEST COACHLINES INC 7701 WILBUR WAY SACRAMENTO, CA 95828	2,476.15	62760 DHS SPORTS TRAVEL	03/09/2017	17335599 PO-170163	644.80	N
		62326 DHS SPORTS TRAVEL	03/23/2017	17338036 PO-170163	821.60	N
		62551 ED SV DHS COLLEGE BUS	03/30/2017	17338973 PO-170817	1,009.75	N
(916) 423-4000						N
013806 ANTIOCH GLASS	867.70	2472 MAINT GLASS REPAIR	03/30/2017	17338974 PO-170784	867.70	N

1207 AUTO CENTER DRIVE  
ANTIOCH, CA 94509

(925) 777-9191

N CONCORD GLASS

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014617 BAGLEY, ROY 1195 RICKEY DRIVE YUBA CITY, CA 95991	351.18	DHS CONF REIMB	03/14/2017	17336242 TC-170202	351.18	N
( 0) - 0						N
012312 BALLANCE MPT, MICHAEL R 12270 KIRKWOOD STREET HERALD, CA 95638	275.00	FEB 17 SP ED PHYS THERAPY	03/09/2017	17335600 PO-170307	275.00	7
(209) 663-8013		Y BALLANCE, MICH				
014367 BANK OF AMERICA PO BOX 15710 WILMINGTON, DE 19886-5710	6,615.84	ASP BOOST HOTEL	03/21/2017	17337360 PO-170611	752.20	N
( 0) - 0		ASP BOOST HOTEL	03/21/2017	17337360 PO-170611	1,504.40	N
		ASP BOOST HOTEL	03/21/2017	17337360 PO-170611	752.20	N
		WRIGHT AVID AIRFARE	03/21/2017	17337360 PO-170820	176.95	N
		WRIGHT AVID AIRFARE	03/21/2017	17337360 PO-170820	176.94	N
		BATES CLARINET REEDS	03/21/2017	17337360 PO-170824	76.04	N
		BATES SECURITY SIGNS	03/21/2017	17337360 PO-170825	5.36	N
		BATES SECURITY SIGNS	03/21/2017	17337360 PO-170825	5.36	N
		BATES SECURITY SIGNS	03/21/2017	17337360 PO-170825	65.94	N
		DHS VEIRS CONF HOTEL	03/21/2017	17337360 PO-170828	115.92	N
		DHS VEIRS CONF HOTEL	03/21/2017	17337360 PO-170828	115.92	N
		DO ASB SECURITY BAGS	03/21/2017	17337360 PO-170834	235.37	N
		ADULT ED AIRFARE CASEY CASAS	03/21/2017	17337364 PO-170853	272.87	N
		RVHS SUPPLIES	03/21/2017	17337360 PO-170854	192.25	N
		F5 LARIOS AIRFARE CABE	03/21/2017	17337360 PO-170860	200.87	N
		CMS TONER	03/21/2017	17337360 PO-170862	144.64	N
		CMS PROTECTION PLAN	03/21/2017	17337360 PO-170862	15.12	N
		ISLE TSHIRTS	03/21/2017	17337360 PO-170870	373.05	N
		SP ED SUPPLIES	03/21/2017	17337360 PO-170873	23.96	N
		SP ED SUPPLIES	03/21/2017	17337360 PO-170873	294.85	N
		SP ED SUPPLIES	03/21/2017	17337360 PO-170873	23.96	N
		BUS OFF CDIAK WRKSHOP	03/21/2017	17337360 PO-170874	300.00	N
		ED SV ROSSI SUPPLY	03/21/2017	17337360 PO-170882	39.01	N
		ASP SHAMROCK RUN REGIST	03/21/2017	17337360 PO-170886	741.40	N
		ASP SUPPLIES	03/21/2017	17337360 PO-170887	34.95	N
		ASP SUPPLIES	03/21/2017	17337360 PO-170887	2.84	N
		ASP SUPPLIES	03/21/2017	17337360 PO-170887	2.84	N
		ASP SUPPLIES	03/21/2017	17337360 PO-170887	2.84	N
		ASP SUPPLIES	03/21/2017	17337360 PO-170887	2.84	N
		ASP SUPPLIES	03/21/2017	17337360 PO-170887	34.95	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553  (209) 465-1986	8,618.28	ISLE MONITORING RMS FIRE MONITORING RVHS ALARM RVHS ALARM BATES ALARM DO ALARM DO ALARM RMS MONITORING RMS FIRE MONITORING RVHS ALARM RVHS ALARM DO ALARM DO ALARM BATES ALARM	03/02/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017	17334363 PO-170061 17338040 PV-170475 17338040 PV-170475 17338040 PV-170475 17338040 PV-170475 17338040 PV-170475 17338040 PV-170475 17338991 PO-170054 17339023 PV-170480 17339023 PV-170480 17339023 PV-170480 17339023 PV-170480 17339023 PV-170480 17339023 PV-170480	181.20 188.06 388.14 92.80 446.25 198.53 1,104.75 156.33 4,485.00 393.96 30.10 201.51 298.71 452.94	N N N N N N N N N N N N N N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680  ( 0) - 0	155.91	ASP SUPPLIES ASP FEB MILEAGE ASP FEB MILEAGE ASP FEB MILEAGE	03/02/2017 03/02/2017 03/02/2017 03/02/2017	17334364 PO-170297 17334407 TC-170188 17334407 TC-170188 17334407 TC-170188	15.47 46.82 46.81 46.81	N N N N
002104 BEL AIR P.O. BOX 15618 SACRAMENTO, CA 95852  (888) 208-8930	36.30	5000034 DHS AG SUPPLIES	03/02/2017	17334399 PV-170454	36.30	N
014080 BENO, DON 44438 N. EL MACERO DAVIS, CA 95618  (503) 723-3892	45.20	SPRTNDT SUPPLIES SPRTNDT REIMB PARKING	03/14/2017 03/30/2017	17336236 PO-170199 17339046 TC-170211	21.20 24.00	N N
014286 BLUE COLLAR SUPPLY 4871 FLORIN-PERKINS RD SACRAMENTO, CA 95826  (916) 383-1442	402.95	STALEDATE# 16382123	03/02/2017	17334391 PV-170446	402.95	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012459 BROAD REACH P.O. BOX 3127 MANKATO, MN 56002-3127  (866) 535-0004 N	97.73	ARU224488 RVHS LIBRARY BOOKS	03/02/2017	17334344 PO-170812	97.73	N
014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834  (916) 923-0500 N	839.20	DHS PRINTER MAINT NOV-FEB	03/09/2017	17335625 PV-170457	839.20	N
001094 BUREAU OF EDUCATION & RESEARCH ACCOUNTS RECEIVABLE P.O. BOX 96068 BELLEVUE, WA 98009-9668  (800) 735-3503 N	245.00	4733301 CMS ITURRATAN SEMINAR	03/30/2017	17338975 PO-170865	245.00	N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745  (209) 531-3928 N	153,288.89	BN84563/85405 TRANS PARTS BN85753/85717 TRANS PARTS BW06632 TRANS FERRY BUS BN86223 TRANS PARTS BN86213 TRANS PARTS BP149526 TRANS PARTS BN86216 TRANS PARTS	03/02/2017 03/09/2017 03/21/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017	17334365 PO-170230 17335601 PO-170230 17337361 PO-170009 17338992 PO-170230 17338992 PO-170230 17338992 PO-170230 17338992 PO-170230	680.14 691.77 151,452.54 160.86 109.50 95.68 98.40	N N N N N N N
010825 CABA 16033 E SAN BERNARDINO ROAD COVINA, CA 91722-3900  (626) 814-4441 N	4,125.00	S21179 ED SV CABA S21182 F5 CABA REGIST A17269 ED SV CABA S21181 WG CABA REGIST S21189 ISLE CABA CONF S21189 ISLE CABA CONF	03/02/2017 03/09/2017 03/09/2017 03/14/2017 03/23/2017 03/23/2017	17334345 PO-170691 17335586 PO-170689 17335586 PO-170771 17336231 PO-170690 17338029 PO-170757 17338029 PO-170757	600.00 600.00 1,230.00 1,050.00 450.00 195.00	N N N N N N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150  (888) 237-1333 N	577.77	ISLE WATER SERV	03/23/2017	17338041 PV-170476	577.77	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003294 CALIFORNIA ASSOCIATION FFA P.O. BOX 460 GALT, CA 95632  (209) 744-1600	5,140.00	10212 DHS AG TEACHERS REG CONF 10212 DHS AG REG ST CONF	03/21/2017 03/21/2017	17337362 PO-170946 17337362 PO-170947	250.00 4,890.00	N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690  (916) 776-1544	371.25	ZBA006 BATES WATER ZM0002 MOKE WATER ZRI007 RMS WATER ZRI007 RMS WATER ZBA006 BATES WATER	03/02/2017 03/02/2017 03/09/2017 03/30/2017 03/30/2017	17334366 PO-170740 17334366 PO-170755 17335602 PO-170055 17338993 PO-170055 17338993 PO-170740	61.75 120.50 51.50 94.25 43.25	7 7 7 7 7
012680 CALIFORNIA DEPARTMENT OF ACCOUNTING OFFICE 1430 N STREET SACRAMENTO, CA 95814  ( ) -	10,159.07	UNUSED AG GRANT 14/15 & 15/16	03/02/2017	17334392 PV-170447	10,159.07	N
013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632  (209) 744-1600	1,224.00	RVHS AG LEADERSHIP PACKETS	03/23/2017	17338030 PO-170856	1,224.00	N
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742  ( ) -	288.00	MAINT WATER TESTING MAINT WATER TESTING	03/02/2017 03/30/2017	17334367 PO-170266 17338994 PO-170266	140.00 148.00	N N
013184 CALIFORNIA PUBLIC EMPLOYEE'S CASHIERING UNIT PO BOX 942703 SACRAMENTO, CA 94229-2703  ( ) -	3,098.46	APRIL 2017 ADMIN COST APRIL 2017 ADMIN COST APRIL 2017 ADMIN COST APRIL 2017 ADMIN COST APRIL 2017 ADMIN COSTS APRIL 2017 ADMIN COSTS APRIL 2017 ADMIN COSTS	03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017	17339024 PV-170481 17339024 PV-170481 17339024 PV-170481 17339024 PV-170481 17339024 PV-170482 17339024 PV-170482 17339024 PV-170482	42.79 1,536.00 27.43 1,177.60 133.41 180.00 1.23	N N N N N N N



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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014082 CAS INSPECTION INC 373 PEBBLE BEACH DRIVE RIO VISTA, CA 94571Q  (707) 374-2481	3,400.00	2193 MAINT WB RESTROOM INSP	03/09/2017	17335603 PO-170752	3,400.00	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513  ( 0) - 0	338.09	DHW REIMB SUPPLIES DHW MILEAGE DHW SUPPLIES	03/02/2017 03/09/2017 03/30/2017	17334408 TC-170189 17335636 TC-170194 17339047 TC-170212	31.90 246.36 59.83	N N N
014428 CENTRAL REGION CATA CA DEPT OF EDUCATION 1430 N STREET SUITE 4202 SACRAMENTO, CA 95814  (916) 319-0494	80.00	10188 DHS AG REGIST 10218 DHS AG CATA REG	03/14/2017 03/14/2017	17336232 PO-170906 17336232 PO-170907	30.00 50.00	N N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( ) -	3,559.36	TRANS GARBAGE ISLE GARBAGE MOKE GARBAGE BATES GARBAGE WG GARBAGE	03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017	17334393 PV-170439 17334393 PV-170439 17334393 PV-170439 17334393 PV-170439 17334393 PV-170439	123.64 1,439.68 74.17 1,123.09 798.78	N N N N N
014130 CHARTER BROS PO BOX 505 PLEASANTON, CA 94566  (925) 497-2376	800.00	170117 RVHS SPORTS BUS	03/02/2017	17334346 PO-170383	800.00	N
012716 CIARAMITARO, DOMINIC 283 CRESCENT DRIVE RIO VISTA, CA 94571  ( ) -	54.00	RMS CONF REIMB	03/30/2017	17339048 TC-170213	54.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039  ( ) - N	262.76	29930329 CMS XEROX LEASE	03/23/2017	17338037 PO-170169	262.76	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641  (916) 777-7770 N	411.05	59677 ISLE SEWER SERVICE	03/09/2017	17335604 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	4,878.17	RVHS SEWER DHW SEWER RMS SEWER DO SEWER RVHS WATER DHW WATER RMS WATER DO WATER	03/21/2017 03/21/2017 03/21/2017 03/21/2017 03/21/2017 03/21/2017 03/21/2017 03/21/2017	17337365 PV-170472 17337365 PV-170472 17337365 PV-170472 17337365 PV-170472 17337365 PV-170472 17337365 PV-170472 17337365 PV-170472 17337365 PV-170472	1,245.74 304.52 148.20 224.58 1,100.58 291.88 1,381.01 181.66	N N N N N N N N
013196 COMMERCIAL APPLIANCE SERVICE INC 281 LATHROP WAY #100 SACRAMENTO, CA 95815-4200  (916) 567-0203 N	1,179.24	108060 CAFE REPAIRS	03/30/2017	17339038 PV-170495	1,179.24	N
014596 COOPERATIVE STRATEGIES 8955 RESEARCH DRIVE IRVINE CA, CA 92618  (949) 250-8300 Y COOPERATIVE ST	2,021.25	2016024417 DEV FEE STUDY	03/02/2017	17334368 PO-170769	2,021.25	7
001621 COURTLAND MARKET INC 11711 HWY 160 PO BOX 156	29.96	BATES SUPPLIES	03/02/2017	17334369 PO-170361	29.96	N

COURTLAND, CA 95615

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011107 COURTLAND TRUCK WORKS 12019 HWY 160 COURTLAND, CA 95615  ( ) - N	3,730.04	8031/8035/8036 TRANS REPAIRS	03/02/2017	17334394 PV-170443	3,730.04	N
014278 DATA MANAGEMENT INC. PO BOX 789 FARMINGTON, CT 06034  (800) 243-1969 N	54.00	0388970 BATES SUPPLIES 0388970 BATES SUPPLIES 0388970 BATES SUPPLIES	03/02/2017 03/02/2017 03/02/2017	17334347 PO-170826 17334347 PO-170826 17334347 PO-170826	54.00 4.39- 4.39	N N N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139  (888) 693-2827 N	14,930.63	134278 ISLE BATTERY BACK UP 134403 DW TECH SERVICE 134403 DW TECH SERVICE 134403 DW TECH SERVICE 134403 DW TECH SERVICE 134403 DW TECH SERVICE 134403 DW TECH SERVICE 134312 RMS USB DRIVE 134312 RMS USB DRIVE 134277 DHW CD DRIVE 134516 RVHS 4 COMPUTERS 134507 CMS VP LAPTOP	03/02/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/23/2017 03/23/2017 03/30/2017	17334348 PO-170810 17335605 PO-170201 17335605 PO-170201 17335605 PO-170201 17335605 PO-170201 17335605 PO-170201 17335621 PO-170201 17335587 PO-170822 17335587 PO-170822 17338031 PO-170816 17338031 PO-170892 17338976 PO-170871	340.32 104.07 2,081.40 104.07 104.07 7,805.25 208.14 21.40 32.11 53.51 3,015.88 1,060.41	N N N N N 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	1,579.13	53198280 WG COPIER LEASE 53457075 BEATES LEASE AGRMNT 53811848 DO SAVIN PRINTER 52472855 WG COPIER LEASE 52783531 WG COPIER LEASE	03/02/2017 03/02/2017 03/23/2017 03/30/2017 03/30/2017	17334370 PO-170426 17334370 PO-170642 17338038 PO-170016 17338995 PO-170426 17338995 PO-170426	175.38 382.85 669.36 175.77 175.77	N N N N N
011929 DELTA CHARTER BUS SERVICE P.O. BOX 5547 STOCKTON, CA 95205  (209) 465-1053 N VOL-TEN CORP	1,029.00	106228 ISLE BUS FIELD TRIP	03/14/2017	17336233 PO-170736	1,029.00	N
012807 DELTA ELEMENTARY CHARTER SCHOOL	320,693.00	2015/16 MARCH TAX IN LIEU	03/16/2017 03/16/2017	17336846 PV-170470 17336846 PV-170470	22,875.00 297,818.00	N N

36230 N SCHOOL ST  
CLARKSBURG, CA 95612

(916) 995-1335

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014619 DIGITAL RIVER LOCKBOX 88278 88278 EXPEDITE WAY CHICAGO, IL 60695-0001  (800) 443-8158	1,872.00	6381399034 ADOBE LICENSES	03/30/2017	17339025 PV-170483	1,872.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407  (707) 570-1000	270.18	55E1364623 BATES MAINT AGRMNT 55E1365727 ISLE SERVICE CONT 55E1367021 WG PRINTER COSTS	03/02/2017 03/09/2017 03/30/2017	17334371 PO-170362 17335606 PO-170058 17338996 PO-170025	75.68 127.21 67.29	N N N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328  ( ) -	170.98	22317 DO WATER	03/09/2017	17335623 PV-170455	170.98	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166  ( ) -	11,613.54	223429/223284 TRANS FUEL 223523 TRANS GAS 223717/224307 TRANS FUEL	03/02/2017 03/09/2017 03/30/2017	17334372 PO-170271 17335607 PO-170271 17338997 PO-170271	3,775.86 2,864.42 4,973.26	N N N
014605 EDU HEALTHCARE PO BOX 480394 CHARLOTTE, NC 28269  ( 0) - 0	6,120.00	SP ED PSYCHOLOGIST SERVICES	03/02/2017	17334373 PO-170830	6,120.00	N
014040 ESS ENVIROMENTAL 5714 FOLSOM BOULEVARD PMB#146 SACRAMENTO, CA 95819  (916) 383-6642	435.00	4211 MAINT AIR QU MONITORING	03/09/2017	17335608 PO-170877	435.00	Y

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Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014343 FOREST SCIENTIFIC CORPORATION 408 EMERT ROAD TIONESTA, PA 16353  (814) 463-5006	6,375.00	8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	13.01	N
		8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	5,402.96	N
		8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	13.01	N
		8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	6.48	N
		8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	108.31	N
		8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	108.31	N
		8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	323.29	N
		8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	648.75	N
		8396 DHS AG SUPPLIES	03/23/2017	17338032	PO-170849	6.48	N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905  ( ) -	15,812.09	RADIO RIO PHONE	03/02/2017	17334395	PV-170452	108.45	N
		MOKE PHONE	03/02/2017	17334395	PV-170452	97.30	N
		TRANS PHONE	03/02/2017	17334395	PV-170452	100.60	N
		TRANS PHONE	03/02/2017	17334395	PV-170452	41.91	N
		MAINT PHONE	03/02/2017	17334395	PV-170452	150.91	N
		RVHS PHONE	03/02/2017	17334395	PV-170452	1,037.83	N
		DHW PHONE	03/02/2017	17334395	PV-170452	360.65	N
		DHS PHONE	03/02/2017	17334395	PV-170452	938.64	N
		BATES PHONE	03/02/2017	17334395	PV-170452	598.23	N
		BATES PHONE	03/02/2017	17334395	PV-170452	63.84	N
		WG PHONE	03/02/2017	17334395	PV-170452	261.33	N
		RMS PHONE	03/02/2017	17334395	PV-170452	65.45	N
		RMS PHONE	03/02/2017	17334395	PV-170452	352.29	N
		MAINT PHONE	03/02/2017	17334395	PV-170452	150.98	N
		MAINT PHONE	03/02/2017	17334395	PV-170452	78.14	N
		CMS PHONE	03/02/2017	17334395	PV-170452	284.77	N
		RMS PHONE	03/02/2017	17334395	PV-170452	41.91	N
		DO PHONE	03/02/2017	17334395	PV-170452	1,834.31	N
		ISLE PHONE	03/02/2017	17334395	PV-170452	603.05	N
		RMS PHONE	03/02/2017	17334395	PV-170452	42.50	N
		TRANS PHONE	03/02/2017	17334395	PV-170452	92.09	N
		CAFE PHONE	03/02/2017	17334406	PV-170452	39.90	N
		CAFE PHONE	03/02/2017	17334406	PV-170452	50.97	N
		BATES LD	03/30/2017	17339026	PV-170484	598.96	N
		NO TRANS LD	03/30/2017	17339026	PV-170484	100.35	N
		TRANS LD	03/30/2017	17339026	PV-170484	41.91	N
		SO TRANS LD	03/30/2017	17339026	PV-170484	91.13	N
		BATES LD	03/30/2017	17339026	PV-170484	63.84	N
		RADIO RIO LD	03/30/2017	17339026	PV-170484	108.45	N
		ISLE LD	03/30/2017	17339026	PV-170484	631.71	N
		DHS LD	03/30/2017	17339026	PV-170484	935.67	N
		CMS LD	03/30/2017	17339026	PV-170484	297.42	N
		WG LD	03/30/2017	17339026	PV-170484	250.15	N



RVHS LD	03/30/2017	17339026	PV-170484	1,065.81	N
MAINT LD	03/30/2017	17339026	PV-170484	41.49	N
MAINT LD	03/30/2017	17339026	PV-170484	150.91	N
DO LD	03/30/2017	17339026	PV-170484	2,891.69	N
RMS LD	03/30/2017	17339026	PV-170484	355.34	N
RMS LD	03/30/2017	17339026	PV-170484	41.91	N
RMS LD	03/30/2017	17339026	PV-170484	83.49	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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011339 FRONTIER COMMUN (Continued...)		RMS LD	03/30/2017	17339026 PV-170484	43.00	N
		DHW LD	03/30/2017	17339026 PV-170484	354.84	N
		MOKE LD	03/30/2017	17339026 PV-170484	97.57	N
		MAINT LD	03/30/2017	17339026 PV-170484	78.14	N
		CAFE LD	03/30/2017	17339039 PV-170484	52.32	N
		CAFE LD	03/30/2017	17339039 PV-170484	39.94	N
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014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826	594.50	373 ATTORNEY FEES	03/09/2017	17335626 PV-170459	87.00	Y
		373 ATTORNEY FEES	03/09/2017	17335626 PV-170459	507.50	Y
(916) 706-1255						Y
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000838 GOODYEAR COMMERCIAL TIRE SERVICE CENTER 3085 W. CAPITOL AVE. W. SACRAMENTO, CA 95691-2912	433.04	1911078996 TRANS TIRES	03/02/2017	17334396 PV-170444	433.04	N
(916) 371-2303						N
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014483 GOSS, HEATHER 18158 COUNTY RD #96B WOODLAND, CA 95695	316.99	F5 SUPPLIES	03/02/2017	17334374 PO-170567	43.85	N
		F5 SUPPLIES	03/30/2017	17338998 PO-170567	104.66	N
		F5 MILEAGE	03/30/2017	17339049 TC-170216	168.48	N
( 0) - 0						N
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011309 GOVCONNECTION 706 MILFORD ROAD MERRIMACK, NH 03054	609.42	54611158 RVHS DOC CAMERA	03/30/2017	17338977 PO-170902	609.42	N
(800) 800-0019						N
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003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609	3,000.00	1322299 CONTINUING DISCLOSURE	03/30/2017	17339027 PV-170485	3,000.00	N
(916) 444-5100						N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013332 GREAT AMERICA FINANCIAL SERV PO BOX 660831 DALLAS, TX 752660831	334.05	20327134 DHS PRINTER LEASE	03/30/2017	17338999 PO-170758	334.05	N
( 0) - 0						N
003865 GRIFFIN, JULIE 2707 AMERADA ROAD RIO VISTA, CA 94571	199.82	RVHS SUPPLIES	03/02/2017	17334349 PO-170823	199.82	N
( ) -						N
011690 GROVES, DAVID 340 MONTEZUMA ST RIO VISTA, CA 94571	6.59	DO REIMB POSTAGE	03/23/2017	17338045 TC-170208	6.59	N
( ) -						N
014449 GROWING HEALTHY CHILDREN THERAPY SERVICES, INC 3498 GREEN VALLEY RD RESCUE, CA 95672	780.00	RDUSD-1702 SP ED ASST TECHN	03/09/2017	17335609 PO-170311	780.00	N
(530) 391-8670						N JON CHU
014464 GUTIERREZ, ELSIRA 2707 AMERADA RD RIO VISTA, CA 94571	31.03	PARENT TRANS MILEAGE	03/30/2017	17339050 TC-170218	31.03	N
( 0) - 0						N
012288 HALL, JENNIFER PO BOX 1024 ISLETON, CA 95641	199.02	ISLE MILEAGE ISLE MILEAGE	03/14/2017 03/30/2017	17336243 TC-170203 17339051 TC-170217	99.51 99.51	N N
( ) -						N
012505 HAMBLIN, CRAIG	58.73	MAINT REIMB SUPPLY	03/09/2017	17335637 TC-170195	58.73	N

P.O. BOX 523  
CLARKSBURG, CA 95612

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010989 HAMILTON, PETER 140 EDGEWATER RIO VISTA, CA 94571  ( ) - N	54.00	RMS CONF REIMB	03/30/2017	17339052 TC-170214	54.00	N
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354  (209) 604-8533 N	4,041.67	SP ED OCC THERAPY 2/23/17 SP ED OCC THERAPY 2/17/17 W/E SP ED OCC THERAPY SP ED OCC THERAPY W/E 3/16	03/02/2017 03/02/2017 03/09/2017 03/23/2017	17334375 PO-170092 17334375 PO-170092 17335610 PO-170092 17338039 PO-170092	1,175.00 1,066.67 1,200.00 600.00	N N N N
011356 HANDWRITING WITHOUT TEARS 8001 MACARTHUR BOULEVARD CABIN JOHN, MD 20818  (301) 263-2700 N NO TEARS LEARN	507.58	1103189 SP ED HUNTER WORKSHOP 1103194 SP ED HUNTER WORKSHOP 1104062 SP ED SUPPLIES	03/30/2017 03/30/2017 03/30/2017	17338978 PO-170858 17338978 PO-170859 17338978 PO-170880	220.00 270.00 17.58	N N N
010432 HASTIE'S CAPITOL SAND & GRAVEL 9350 JACKSON ROAD SACRAMENTO, CA  (916) 361-2720 N	618.84	148325 CMS SPORTS SUPPLIES	03/30/2017	17339000 PO-170863	618.84	N
014525 HEALTH CONNECTED 480 JAMES AVENUE REDWOOD CITY, CA 94062  (650) 367-1937 N	340.00	325 NURSE REGISTRATION	03/02/2017	17334350 PO-170791	340.00	N
013968 HIBMA, DONNA 655 RUBIER WAY RIO VISTA, CA 94571  ( ) - N	8.35	CAFE FEB MILEAGE	03/02/2017	17334412 TC-170193	8.35	N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY	1,515.07	710044731 SP ED READ 180 SUBSC 952944199 ED SV BOOKS	03/02/2017 03/09/2017	17334351 PO-170842 17335588 PO-170838	900.00 615.07	N N

222 BERKELEY STREET  
BOSTON, MA 02116

(800) 225-5425

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013807 HUBERT COMPANY LLC 9555 DRY FORK ROAD HARRISON, OH 45030	278.05	258828 CAFE SUPPLIES 313568 CAFE SUPPLIES	03/09/2017 03/30/2017	17335622 PO-170280 17339022 PO-170280	129.16 148.89	N N
(800) 543-7374		N K + K AMERICA				
014169 IMEL, LYNNE PO BOX 720069 REDDING, CA 96099	118.74	SP ED NOV/FEB MILEAGE	03/02/2017	17334409 TC-170190	118.74	N
( ) -		N				
000215 INDEPENDENT COPY SERVICE 155 DELTA WAY RIO VISTA, CA 94571	661.52	175288 RMS TONER	03/09/2017	17335589 PO-170821	661.52	Y
(916) 743-2699		Y MIKE KENNEDY				
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206	2,557.94	2919483 ISLE SUPPLIES 2919483 ISLE SUPPLIES 2919483 ISLE SUPPLIES 2915232 BATES SUPPLIES 2915232 BATES SUPPLIES 2915232 BATES SUPPLIES 2920103 RVHS INK CARTRIDGES 2878014 CTEIG DIGITAL IMAGING 2904789 ISLE SUPPLIES 2926580 BATES SUPPLIES 2926580 BATES SUPPLIES 2926580 BATES SUPPLIES 2933425 ISLE SUPPLIES	03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/09/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017	17334376 PO-170353 17334376 PO-170353 17334376 PO-170353 17334376 PO-170363 17334376 PO-170363 17334376 PO-170363 17334376 PO-170486 17334352 PO-170614 17335611 PO-170353 17339001 PO-170363 17339001 PO-170363 17339001 PO-170363 17338979 PO-170896	.68 .68 192.69 .53 .53 150.69 88.66 548.61 77.60 .55 .55 156.23 1,343.46	N N N N N N N N N N N N N
(707) 374-4037		N				
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912	725.23	OFL183/OFJ943 CMS CONTRACT OFR579 RVHS MAINT AGMNT OFT821/OFU227 CMS PRINTER CONT	03/02/2017 03/30/2017 03/30/2017	17334353 PO-170170 17339002 PO-170182 17339002 PO-170876	218.33 272.40 234.50	N N N
(916) 928-0770		N				



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012870 INTEGRATED FIRE SYSTEMS 269 TECHNOLOGY WAY SUITE 5 ROCKLIN, CA 95765  (530) 637-5322	210.00	24085 DHS SERVICE CALL	03/02/2017	17334377 PO-170723	210.00	N
003682 ISHIZUKA, CHRISTY P.O. BOX 568 WALNUT GROVE, CA 95690  ( ) -	201.79	STALEDATE #99503334	03/30/2017	17339053 TC-170215	201.79	N
014398 JANE JOHNSON SPEECH THERAPY 9300 W. STOCKTON BLVD STE 200 ELK GROVE, CA 95758  (916) 896-1144	1,050.00	11016/11487 SP ED SPCH THERAPY	03/09/2017	17335590 PO-170883	1,050.00	N
014620 KHUDIAKOVA, OLENA 948 E. AUGUSTA STREET WOODBIDGE, CA 95258  ( 0) - 0	54.00	RMS CONF MILEAGE	03/30/2017	17339054 TC-170219	54.00	N
012005 KIRK KENNER DBA DELTA REFRIDG 5 HILL CT. RIO VISTA, CA 94571  (707) 374-6213	701.47	4649 CAFE REPAIRS 4654 MAINT REPAIRS	03/02/2017 03/02/2017	17334389 PO-170316 17334378 PO-170790	466.52 234.95	7 7
013551 KITCHENS, JENNIFER PO BOX 192 RYDE, CA 95680  ( ) -	201.70	ED SV MILEAGE	03/30/2017	17339055 TC-170220	201.70	N
010308 KNOWBUDDY RESOURCES	37.60	ARU0224320 RVHS LIBRARY BOOKS	03/02/2017	17334358 PO-170811	37.60	N

P.O. BOX 3227  
MANKATO, MN 56002-3227

(800) 263-5407

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202	751.83	9912 TRANS BATTERIES/CHARGERS 9834 TRANS REPEATER SYSTEM	03/02/2017 03/09/2017	17334397 PV-170445 17335612 PO-170239	421.83 330.00	7 7
(209) 463-1900		Y LA RUE, KNOX J				
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895	1,588.11	1640320217 ASP SUPPLIES 1640300217 ASP SUPPLIES 1640290217 ASP SUPPLIES 1640310217 ASP SUPPLIES	03/30/2017 03/30/2017 03/30/2017 03/30/2017	17338980 PO-170291 17338980 PO-170291 17338980 PO-170292 17338980 PO-170293	124.83 361.96 477.40 623.92	N N N N
(800) 424-4772		N				
011595 LAND PARK ACADEMY 6400 FREEPORT BLVD SACRAMENTO, CA 95822	5,151.80	773784 NPS DUES 773785 NPS DUES	03/30/2017 03/30/2017	17339003 PO-170309 17339003 PO-170310	2,873.86 2,277.94	N N
(916) 427-2273		N ADVANCE EDUCAT				
011868 LIRA'S WELDING SERVICE P.O. BOX 31 RIO VISTA, CA 94571	833.00	11644 MAINT REPAIRS	03/09/2017	17335613 PO-170835	833.00	Y
( ) -		Y				
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	671.60	#135 ED SV SUPPLIES #175 DHW SUPPLIES #55 RVHS SUPPLIES #55 RVHS CULINARY SUPPLIES #55 RVHS SUPPLIES	03/09/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017	17335627 PV-170460 17339004 PO-170068 17339004 PO-170284 17339004 PO-170468 17339004 PO-170836	268.16 49.60 3.24 249.19 101.41	N N N N N
(707) 374-5399		N				
014618 LOCKHART SEEDS, INC PO BOX 1361 STOCKTON, CA 95201	619.88	170931 RVHS SPORTS TURF	03/30/2017	17338981 PO-170931	619.88	N
(209) 466-4401		N				
011712 LOOKOUT BOOKS P.O. BOX 3144	48.33	ARU0224311 RVHS LIBRARY BOOKS	03/02/2017	17334360 PO-170813	48.33	N

MANKATO, MN 56002-3144

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014576 LOS CORRALES MEXICAN GRILL PO BOX 1294 WALNUT GROVE, CA 95690  (916) 477-1910 N	75.00	ED SV DELAC MEETING SUPPLIES	03/30/2017	17339028 PV-170486	75.00	N
000711 LYMAN PARTS DEPOT 14301 RAILROAD AVE WALNUT GROVE, CA 95690-  (916) 776-1744 N THE LYMAN GROU	168.13	13112 MAINT SUPPLIES	03/30/2017	17339005 PO-170133	168.13	N
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115  (614) 755-4151 N	301.63	96971869001 ED SV BOOKS	03/30/2017	17338990 PO-170899	301.63	N
014279 MCGREW BEHAVIOR INTERVENTION 229 NEWBURY WAY AMERICAN CANYON, CA 94503  (707) 246-7320 N	15,204.75	17142315CC SP ED AUTISM SERV 171378782SL SP ED AUTISM SERV 172378784SL SP ED AUTISM SERV 172423158CC SP ED AUTISM SERV	03/02/2017 03/02/2017 03/30/2017 03/30/2017	17334379 PO-170649 17334379 PO-170649 17339006 PO-170649 17339006 PO-170649	3,474.00 3,382.50 4,398.75 3,949.50	N N N N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551  (925) 606-9000 N MCGRATH RENTCO	420.00	1251776 RMS PORTABLE	03/14/2017	17336240 PV-170467	420.00	N
014245 MOEHLNBROCK, SUSAN 842 MITCHELL STREET RIO VISTA, CA 94571  (707) 330-8685 N	343.50	SP ED MILEAGE	03/09/2017	17335638 TC-170196	343.50	N
014229 MPS 16365 JAMES MADISON HIGHWAY	15,010.29	27153010 ED SV MATH BKS	03/09/2017	17335591 PO-170803	15,010.29	Y

GORDONSVILLE, VA 22942

(540) 672-7744

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012179 MURPHY, KENDALL 8 N 6TH STREET RIO VISTA, CA 94571  ( ) - N	40.66	WG MILEAGE	03/14/2017	17336244 TC-170205	40.66	N
014526 MUSIC TO GROW ON PO BOX 980743 W. SACRAMENTO, CA 95798  ( 0) - 0 Y BESSIE BARTH	190.00	3792 SP ED MUSIC THERAPY	03/30/2017	17339007 PO-170308	190.00	Y
014383 MW BATES SAFETY CONST 6650 RIVERSIDE BLVD SACRAMENTO, CA 95831  (916) 812-1080 N	850.00	170102 TRANS OPACITY TESTING	03/30/2017	17338982 PO-170686	850.00	N
000151 NASCO MODESTO P.O. BOX 3837 4825 STODDARD ROAD MODESTO, CA 95352-3837  (209) 545-1600 N	350.92	264877 DHS AG SUPPLIES	03/30/2017	17339008 PO-170325	350.92	N
002424 NATIONAL SCHOOL FORMS 16 MT. EBO RD S. STE#16 BREWSTER, NY 10509  (800) 431-1201 N	199.29	94967 RVHS FORMS	03/30/2017	17338983 PO-170898	199.29	N
013284 NAVARRO CORONA, YAZMIN 24674 NORTH GRAHAM ROAD ACAMPO, CA 95220  ( 0) - 0 N	738.00	MIGRANT ED SUPPLIES	03/02/2017	17334380 PO-170568	738.00	N
013877 NORRIS, CARRIE	44.50	WG REIMB DELAC SUPPLIES	03/14/2017	17336245 TC-170206	44.50	N

4833 STEPPE COURT  
ELK GROVE, CA 95757

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802	268.26	TRANS SUPPLIES	03/30/2017	17339009 PO-170242	268.26	N
( ) -		N O'REILLY AUTOM				
010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404	120.00	OH13605 TRANS PHYSICAL	03/09/2017	17335628 PV-170461	120.00	N
(707) 399-6068		N NORTHBAY HEALT				
001590 OFFICE DEPOT P.O. BOX 630813 CINCINNATI, OH 45263-0813	537.98	908832031001 CMS SUPPLIES CMS SUPPLIES DHS SUPPLIES CMS SUPPLIES	03/02/2017 03/09/2017 03/09/2017 03/30/2017	17334381 PO-170172 17335614 PO-170172 17335614 PO-170730 17339010 PO-170172	93.02 77.56 312.06 55.34	N N N N
( ) -		N				
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	549.55	240837/240842 RVHS SUPPLIES #676 MAINT SUPPLIES	03/09/2017 03/30/2017	17335615 PO-170600 17339011 PO-170134	25.91 523.64	N N
( ) -		N				
014613 PANORAMA EDUCATION 109 KINSTON STREET 5TH FL BOSTON, MA 02111	3,390.00	#987 ED SV DESIGN SURVEYS #987 ED SV DESIGN SURVEYS #987 ED SV DESIGN SURVEYS #987 ED SV DESIGN SURVEYS	03/23/2017 03/23/2017 03/23/2017 03/23/2017	17338033 PO-170895 17338033 PO-170895 17338033 PO-170895 17338033 PO-170895	847.50 847.50 847.50 847.50	N N N N
(415) 598-7170		N				
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571	286.61	ISLE MILEAGE ISLE CONF REIMB	03/09/2017 03/30/2017	17335639 TC-170197 17339056 TC-170221	84.53 202.08	N N
( 0) - 0		N				



DHS ELECT	03/30/2017	17339029	PV-170487	4,068.50	N
ISLE ELECT	03/30/2017	17339029	PV-170487	2,464.18	N
SHOP ELECT	03/30/2017	17339029	PV-170487	66.46	N
RMS ELECT	03/30/2017	17339029	PV-170487	2,422.00	N
CMS ELECT	03/30/2017	17339029	PV-170487	1,446.42	N
LTS ELECT	03/30/2017	17339029	PV-170487	19.90	N
GARAGE ELECT	03/30/2017	17339029	PV-170487	61.25	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E (Continued...)		RVHS ELECT	03/30/2017	17339029 PV-170487	7,548.09	N
		RVHS FIELD ELECT	03/30/2017	17339029 PV-170487	227.03	N
		LIFT PUMP ELECT	03/30/2017	17339029 PV-170487	9.86	N
		DHS SCL/GYM ELECT	03/30/2017	17339029 PV-170487	4,085.61	N
		N. NETH ELECT	03/30/2017	17339029 PV-170487	39.83	N
		DHW ELECT	03/30/2017	17339029 PV-170487	283.75	N
		DHW ELECT	03/30/2017	17339029 PV-170487	3,867.49	N
		DO ELECT	03/30/2017	17339029 PV-170487	728.34	N
		DO ELECT	03/30/2017	17339029 PV-170487	57.41	N
		GARAGE ELECT	03/30/2017	17339029 PV-170487	493.92	N
		LTS ELECT	03/30/2017	17339029 PV-170487	11.30	N
		LTS ELECT	03/30/2017	17339029 PV-170487	31.21	N
		SC PUMP ELECT	03/30/2017	17339029 PV-170487	9.86	N
013967 PIC BOX PHOTO BOOTH CO 12030 BROKEN HILL ROAD RENO, NV 89511  (775) 391-6161	600.00	RVHS PROM PHOTO BOOTH	03/14/2017	17336234 PO-170920	600.00	Y
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823	11,811.54	201702 NPS DUES	03/09/2017	17335616 PO-170339	2,935.88	N
		201702 NPS DUES	03/09/2017	17335616 PO-170341	2,541.84	N
		201702 NPS DUES	03/09/2017	17335616 PO-170342	2,534.82	N
262658790						N
002828 POSITIVE PROMOTIONS INC 15 GILPIN AVE HAUPPAUGE, NY 11788-8821  (800) 635-2666	356.37	05679853 ASP SUPPLIES	03/09/2017	17335592 PO-170795	9.65	N
		05679853 ASP SUPPLIES	03/09/2017	17335592 PO-170795	118.79	N
		05679853 ASP SUPPLIES	03/09/2017	17335592 PO-170795	9.65	N
		05679853 ASP SUPPLIES	03/09/2017	17335592 PO-170795	9.65	N
		05679853 ASP SUPPLIES	03/09/2017	17335592 PO-170795	118.79	N
		05679853 ASP SUPPLIES	03/09/2017	17335592 PO-170795	9.65	N
		05679853 ASP SUPPLIES	03/09/2017	17335592 PO-170795	118.79	N
		05679853 ASP SUPPLIES	03/09/2017	17335592 PO-170795	9.65	N
013244 PRECIADO, VICKI 737 LAUREL WAY RIO VISTA, CA 94571	52.64	BUS OFF CONF MILEAGE	03/30/2017	17339058 TC-170223	52.64	N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	45,560.00	4404/4405 SP ED SPEECH THERAPY 4449/4448 SP THERAPY	03/02/2017 03/30/2017	17334382 PO-170158 17339012 PO-170158	21,080.00 24,480.00	7 7
(317) 371-3866						Y
001271 PRO-ED 8700 SHOAL CREEK BLVD AUSTIN, TX 78757	110.00	2599222 SP ED RATING SCALES 2599222 SP ED RATING SCALES 2599222 SP ED RATING SCALES	03/30/2017 03/30/2017 03/30/2017	17338985 PO-170643 17338985 PO-170643 17338985 PO-170643	8.94 8.94 110.00	N N N
(800) 897-3202						N
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600	911.20	5122322 CMS SUPPLIES	03/30/2017	17339013 PO-170171	911.20	N
(800) 789-8965						N
012541 R.A. JONES CONSTRUCTION P.O. BOX 835 THORNTON, CA 95686	41,500.00	PAY APP #2 WG RESTROOM MDNZTN PAY APP #2 WG RESTROOM MDNZTN	03/21/2017 03/21/2017	17337366 PV-170474 17337366 PV-170474	23,885.00 17,615.00	N N
(209) 794-8185						N
001787 RAINFORTH GRAU ARCHITECTS 2407 J STREET SUITE 300 SACRAMENTO, CA 95816	1,742.69	7834 WG PROJECT 7906 WG PROJ 7909 RMS PROJ	03/09/2017 03/30/2017 03/30/2017	17335630 PV-170463 17339030 PV-170497 17339042 PV-170497	868.44 768.00 106.25	N N N
						N
014410 RAMBO, SONIA 9697 NATURE TRAIL WAY ELK GROVE, CA 95757	348.62	RMS SUPPLIES RMS SUPPLIES	03/02/2017 03/14/2017	17334383 PO-170713 17336237 PO-170713	316.45 32.17	N N
( 0) - 0						N
010843 RILEY, GINA	35.10	SP ED MILEAGE	03/30/2017	17339059 TC-170224	35.10	N

P.O. BOX 114  
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571	208.21	121777/43340 TRANS PARTS	03/30/2017	17339014 PO-170244	208.21	N
( ) -						N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	1,881.52	DO WASTE SERVICE RVHS GARBAGE DHW GARBAGE	03/09/2017 03/23/2017 03/23/2017	17335631 PV-170464 17338043 PV-170478 17338043 PV-170478	117.00 965.41 799.11	N N N
( 0) - 0						N
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742	1,504.58	165893 RVHS AG RISO SUPPLIES 165893 RVHS AG RISO SUPPLIES	03/02/2017 03/02/2017	17334355 PO-170778 17334355 PO-170778	504.58 1,000.00	N N
(916) 638-7476		N RPSI ENTERPRIS				
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	2,230.93	61671 TRANS PARTS	03/30/2017	17339015 PO-170245	2,230.93	7
( ) -						Y
011167 ROCHESTER 100 INC 40 JEFFERSON RD ROCHESTER, NY 14623	97.50	DHW HOMEWORK FOLDERS DHW HOMEWORK FOLDERS DHW HOMEWORK FOLDERS	03/30/2017 03/30/2017 03/30/2017	17338986 PO-170207 17338986 PO-170207 17338986 PO-170207	7.92- 97.50 7.92	N N N
(585) 475-0200		N				
014143 RODRIGUEZ, CLAUDIA PO BOX 62 COURTLAND, CA 95615	154.08	SP ED PARENT TRANS JAN/FEB	03/23/2017	17338046 TC-170209	154.08	N
( ) -						N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571	144.72	ED SV MILEAGE	03/09/2017	17335640 TC-170198	144.72	N
( ) -						N
000119 S & W TIRE SERVICE INC P.O. BOX 377 14400 THORNTON ROAD WALNUT GROVE, CA 95690	347.55	636 TRANS SUPPLIES	03/09/2017	17335593 PO-170253	347.55	N
(916) 776-1717						N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	11,588.88	BATES ELECT	03/02/2017	17334400 PV-170440	28.34	N
		TRANS ELECT	03/30/2017	17339031 PV-170488	187.93	N
		TRANS ELECT	03/30/2017	17339031 PV-170488	.06	N
		WG ELECT	03/30/2017	17339031 PV-170488	4,824.29	N
( ) -		WG ELECT	03/30/2017	17339031 PV-170488	20.00	N
		WG ELECT	03/30/2017	17339031 PV-170488	656.91	N
		WG ELECT	03/30/2017	17339031 PV-170488	.13	N
		BATES ELECT	03/30/2017	17339031 PV-170488	5,229.75	N
		BATES ELECT	03/30/2017	17339031 PV-170488	641.47	N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814	2,405.70	FISCAL AGENT FEES 2005#1	03/09/2017	17335634 PV-170458	481.14	N
		FISCAL AGENT FEES 2008#2	03/09/2017	17335634 PV-170458	481.14	N
		FISCAL AGENT FEES 2006#1	03/09/2017	17335634 PV-170458	481.14	N
		FISCAL AGENT FEES 2005#2	03/09/2017	17335635 PV-170458	481.14	N
		FISCAL AGENT FEES 2006#2	03/09/2017	17335635 PV-170458	481.14	N
(916) 874-8250						N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	343.39	WG SEWER	03/02/2017	17334401 PV-170442	176.78	N
		BATES SEWER	03/02/2017	17334401 PV-170442	166.61	N
( ) -						N
012048 SACRAMENTO PUBLIC LIBRARY AUTHORITY	150.00	ISLE REIMB PERFORMANCE	03/02/2017	17334356 PO-170866	150.00	N

828 "I" STREET  
SACRAMENTO, CA 95814-2589

(916) 264-2754 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014418 SACRAMENTO THEATRE CO 1419 H. STREET SACRAMENTO, CA 95814  (916) 446-7501 N	1,500.00	#1 ISLE THEATRE INSTR	03/02/2017	17334384 PO-170585	1,500.00	N
014179 SACRAMENTO ZOOLOGICAL SOCIETY 3930 W. LAND PARK DR. SACRAMENTO, CA 95822  (916) 808-5888 N	575.00	ISLE FIELD TRIP 03/27/17	03/09/2017	17335594 PO-170885	575.00	N
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101  (800) 724-6527 N	60.00	53029482 F5 BOOKS 53029486 F5 BOOKS 53029482 F5 BOOKS 53029486 F5 BOOKS 53029482 F5 BOOKS 53029486 F5 BOOKS 5302485 F5 BOOKS 5302485 F5 BOOKS 5302485 F5 BOOKS	03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017 03/09/2017	17335595 PO-170829 17335595 PO-170829 17335595 PO-170829 17335595 PO-170829 17335595 PO-170829 17335595 PO-170829 17335595 PO-170829 17335595 PO-170829 17335595 PO-170829	33.00 1.71- 2.68 1.71 2.68- 21.00 6.00 .49- .49	N N N N N N N N N
002988 SCHOOL SERVICES OF CALIFORNIA PO BOX 15546 SACRAMENTO, CA 95852-1546  (916) 446-7517 N	205.00	W094116 BUS OFF KEEMA ASTON RG	03/02/2017	17334357 PO-170693	205.00	N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( ) - N	85.61	WC REIMB FOR M. BARKMAN	03/02/2017	17334402 PV-170450	85.61	N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	70,321.31	171148 RVHS PRINT JOB 171212 SP ED EXCESS COSTS 171212 SP ED EXCESS COSTS 171212 SP ED EXCESS COSTS	03/09/2017 03/21/2017 03/21/2017 03/21/2017	17335596 PO-170841 17337363 PO-170799 17337363 PO-170799 17337363 PO-170799	421.31 17,475.00 34,950.00 17,475.00	N N N N



Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014450 SCOTT TECHNOLOGY GROUP PO BOX 2851 ROHNERT PARK, CA 94928  (707) 584-3995	809.79	226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 226001 DO PRINTER CHARGES 223828 WG PRINTER COSTS 224880 MOKE PRINTER CHRGES	03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/23/2017 03/30/2017 03/30/2017	17338044 17338044 17338044 17338044 17338044 17338044 17338044 17338044 17338044 17338044 17338987 17339016	PV-170479 PV-170479 PV-170479 PV-170479 PV-170479 PV-170479 PV-170479 PV-170479 PV-170479 PV-170479 PO-170024 PO-170604	18.89 527.95 21.19 36.98 .60 .71 36.86 24.40 56.93 30.81 43.20 11.27	N N N N N N N N N N N N N
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820  (916) 455-5630	1,132.55	75184 DHS EXT SERVICE 75402 WG EXT SERVICE 75185 CMS EXT SERVICE 75401 75401 75185 CMS EXT SERVICE 75402 WG EXT SERVICE 75400 MOKE EXT SERVICE 75184 DHS EXT SERVICE 75399 BATES EXT SERVICE 75184 DHS EXT SERVICE 75399 BATES EXT SERVICE 75399 BATES EXT SERVICE 75401 75400 MOKE EXT SERVICE 75402 WG EXT SERVICE 75400 MOKE EXT SERVICE 75185 CMS EXT SERVICE	03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017	17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385 17334385	PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264 PO-170264	3.96 3.33 72.19 2.52 196.00 .93 258.56 1.08 307.56 2.76 3.96 2.76 214.24 2.52 84.00 3.33 1.08 .93	N N N N N N N N N N N N N N N N N N N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585  (707) 425-2951	1,048.53	91687 WG PROPANE 91687 WG PROPANE 91687 WG PROPANE	03/30/2017 03/30/2017 03/30/2017	17339032 17339032 17339032	PV-170490 PV-170490 PV-170490	3.65 1,048.53 3.65	N N N
014524 SHRED IT PO BOX 101007	100.55	8121844592 DO SHREDDING	03/09/2017	17335632	PV-170465	100.55	N

PASADENA, CA 91189-1007

( 0) - 0 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	3,437.73	MARCH 2017 PREMIUMS	03/02/2017	17334403 PV-170453	21.67	N
		MARCH 2017 PREMIUMS	03/02/2017	17334403 PV-170453	1,149.62	N
		MARCH 2017 PREMIUMS	03/02/2017	17334403 PV-170453	176.09	N
		MARCH 2017 PREMIUMS	03/02/2017	17334403 PV-170453	2,090.35	N
( 0) - 0 N						
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	432.60	APRIL 2017 PREMIUMS	03/30/2017	17339033 PV-170489	201.88	N
		APRIL 2017 PREMIUMS	03/30/2017	17339033 PV-170489	230.72	N
( 0) - 0 N						
003512 SILVA, SHARON 101 SOUTH FRONT ST. #28 RIO VISTA, CA 94571	142.99	BUS OFF REIMB VACCUUM	03/23/2017	17338034 PO-170916	142.99	N
( ) - N						
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680	477.22	SP ED PARENT TRANS	03/09/2017	17335641 TC-170199	477.22	N
(916) 491-0657 N						
014477 SISNEROS, KELLEE 44 S. 6TH STREET RIO VISTA, CA 94571	46.10	REIMB B. SISNEROS LUNCH MONEY	03/30/2017	17339064 TC-170225	46.10	N
( 0) - 0 N						
014400 SLAGLE, ANTONIA 5811 14TH ST SACRAMENTO, CA 95822	308.96	ISLE SUPPLIES	03/09/2017	17335617 PO-170354	25.01	N
		ISLE SUPPLIES	03/30/2017	17339017 PO-170354	283.95	N
( 0) - 0 N						
010362 SMART APPLE MEDIA P.O. BOX 206	101.93	ARU0224630 RVHS LIBRARY BOOKS	03/02/2017	17334359 PO-170814	101.93	N

MANKATO, MN 56002

(800) 390-9793

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012084 SODEXO INC & AFFILIATES DEPT. 43283 LOS ANGELES, CA 90088-3283	95,461.82	CAFE JANUARY 2017 MEALS CAFE JANUARY 2017 MEALS CAFE FEBRUARY MEALS CAFE FEBRUARY MEALS	03/09/2017 03/09/2017 03/30/2017 03/30/2017	17335633 PV-170466 17335633 PV-170466 17339040 PV-170496 17339040 PV-170496	39,259.72 7,241.15 40,776.19 8,184.76	N N N N
( ) -						N
012724 SOLANO COUNTY REGISTRAR OF VOTERS 675 TEXAS STREET STE 2600 FAIRFIELD, CA 94533	19,880.07	1116RDUSD SCHOOL BRD ELECTIONS	03/21/2017	17337367 PV-170473	19,880.07	N
( ) -						N
014585 SOUTHWEST CONSTRUCTION 1213 SAN MATEO AVENUE SAN BRUNO, CA 94066  (650) 877-0717	41,940.00	Pay App #2 RVHS Roofing Proj	03/16/2017	17336847 PV-170471	41,940.00	N
( ) -						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520  (888) 400-2155	14,110.62	DHW GAS RMS GAS TRANS GAS  DO GAS ISLE GAS RVHS GAS DHS GAS ISLE GAS CMS CAFE GAS	03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017 03/30/2017	17339034 PV-170491 17339034 PV-170491 17339034 PV-170491 17339034 PV-170491 17339034 PV-170491 17339034 PV-170491 17339034 PV-170491 17339034 PV-170491 17339034 PV-170491 17339041 PV-170491	1,920.51 1,804.91 1,017.13 619.62 397.76 16.20 3,071.16 4,081.26 1,985.07 436.24	N N N N N N N N N N
( ) -						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702  ( ) -	3,038.97	3331908266 BUS OFF SUPPLIES 3328801219 BUS OFF SUPPLIES 3329911231 DHW SUPPLIES 3326277788 ED SV SUPPLIES 3330748311 TRANS SUPPLIES 3324733553 ASP SUPPLIES 3324733553 ASP SUPPLIES 3327872442 ASP SUPPLIES 3327872442 ASP SUPPLIES 3327872442 ASP SUPPLIES	03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017 03/02/2017	17334386 PO-170039 17334386 PO-170039 17334386 PO-170070 17334386 PO-170189 17334386 PO-170250 17334386 PO-170294 17334386 PO-170294 17334386 PO-170294 17334386 PO-170294 17334386 PO-170294	40.04 56.21 66.96 52.36 97.89 .18 53.13 .20 .20 58.31	N N N N N N N N N N
( ) -		N STAPLES CONTRA				N

3324733553	ASP SUPPLIES	03/02/2017	17334386	PO-170294	.18	N
3332312818	SPRNT SUPPLIES	03/02/2017	17334386	PO-170330	384.99	N
3331908266	HR SUPPLIES	03/02/2017	17334386	PO-170332	17.09	N
3326835209	RDHS SUPPLIES	03/02/2017	17334386	PO-170420	77.36	N
3326277789	SP ED SUPPLIES	03/02/2017	17334386	PO-170509	75.68	N
3329911229	ED SV SUPPLIES	03/02/2017	17334386	PO-170850	156.84	N
3330960708	ED SV SUPPLIES	03/02/2017	17334386	PO-170850	42.66	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3329911230 ED SV SUPPLIES	03/02/2017	17334386 PO-170850	45.40	N
		3330663623 ED SV SUPPLIES	03/02/2017	17334386 PO-170850	27.02	N
		3332312819 WIND RIVER SUPPLIES	03/30/2017	17339021 PO-170421	110.40	N
		3333021263 BUS OFF TONERS	03/30/2017	17338988 PO-170893	1,340.38	N
		3333461398 SP ED INK	03/30/2017	17338988 PO-170925	166.49	N
		333368726 SP ED INK	03/30/2017	17338988 PO-170926	84.88	N
		3333775845 SP ED INK	03/30/2017	17338988 PO-170926	84.88	N
014342 STAR SPORTS 5474 GATEWAY PLAZA DRIVE BENICIA, CA 94510  (707) 745-6724	6,610.09	35399 RVHS SPORTS JERSEYS/PNTS	03/14/2017	17336235 PO-170919	6,610.09	N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571  (707) 374-5567	631.01	23100 TRANS SUPPLIES	03/30/2017	17339018 PO-170251	631.01	N
014111 STINE, DENISE 448 HARTWICK LANE FAIRFIELD, CA 94533  ( ) -	247.24	SP ED MILEAGE	03/09/2017	17335642 TC-170200	247.24	N
014075 STROM, JENNIFER PO BOX 733 ISLETON, CA 95641  ( 0) - 0	54.00	RMS CONF MILEAGE	03/30/2017	17339060 TC-170226	54.00	N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056  (877) 577-1114	265.12	390678902 ISLE SUPPLIES	03/02/2017	17334387 PO-170146	113.54	N
		391552668 CMS SUPPLIES	03/02/2017	17334387 PO-170146	46.55	N
		389117672 DO SUPPLIES	03/02/2017	17334387 PO-170146	14.28	N
		391254455 DHS SUPPLIES	03/02/2017	17334387 PO-170146	19.52	N
		391693348 DHS SUPPLIES	03/02/2017	17334387 PO-170146	58.57	N
		389619818 DHS SUPPLIES	03/02/2017	17334387 PO-170146	12.66	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011995 SUPREME SCHOOL SUPPLY COMPANY P.O. BOX 220 ARCADIA, WI 54612  (800) 356-3320	143.98	64134 RVHS ADMIT SLIPS 64134 RVHS ADMIT SLIPS 64134 RVHS ADMIT SLIPS	03/23/2017 03/23/2017 03/23/2017	17338035 PO-170855 17338035 PO-170855 17338035 PO-170855	11.70 11.70 143.98	N N N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571  (707) 374-2680	81.80	RVHS SUPPLIES RVHS SUPPLIES	03/30/2017 03/30/2017	17338989 PO-170187 17339019 PO-170551	65.19 16.61	N N
014610 THE ESQUIRE IMAX THEATRE 1211 K STREET SACRAMENTO, CA 95814  (916) 446-2333	719.50	ISLE FIELD TRIP 3/27/17	03/09/2017	17335597 PO-170884	719.50	N
014521 THOMPSON INFO SERVICES PO BOX 41868 AUSTIN, TX 78704  (800) 677-3789	785.99	I68917501 CBO WEBINAR FED GRNT 68984291 CBO HANDBOOK GRANTS 68984291 CBO HANDBOOK GRANTS 68984291 CBO HANDBOOK GRANTS	03/02/2017 03/09/2017 03/09/2017 03/09/2017	17334361 PO-170843 17335598 PO-170857 17335598 PO-170857 17335598 PO-170857	249.00 43.63 536.99 43.63	N N N N
014243 TRELEAVEN, JAMES 331 WOODSIDE CIRCLE VACAVILLE, CA 95688  ( ) -	91.00	RVHS CONF REIMB	03/02/2017	17334410 TC-170191	91.00	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012  ( 0) - 0	9,931.07	FEBRUARY 2017 GASB 45	03/02/2017	17334405 PV-170449	9,931.07	N
001896 UNITED PARCEL SERVICE INC	142.85	DO SHIPPING	03/02/2017	17334404 PV-170441	105.17	N

55 GLENLAKE PARKWAY NE  
ATLANTA, GA 30328

DO SHIPPING

03/30/2017 17339035 PV-170492

37.68 N

( ) - N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258  (800) 328-5371 N	1,361.70	324250505 DHW PRINTER LEASE 325157576 RVHS XEROX LEASE	03/02/2017 03/09/2017	17334388 PO-170878 17335618 PO-170184	1,037.32 324.38	N N
014615 USA STUDENT TRAVEL 5080 ROBERT J MATHEWS PKWY EL DORADO HILLS, CA 95762  (916) 939-6805 N	304.00	030717 SP ED DISNEY CHAPERONE	03/16/2017	17336845 PO-170915	304.00	N
014545 VEHAWN, JIM 1595 BRALY AVE MILPITAS, CA 95035  ( 0) - 0 N	54.00	RMS CONF MILEAGE	03/30/2017	17339061 TC-170227	54.00	N
013760 VEIRS, RANDALL 523 BARTLETT AVE WOODLAND, CA 95695  ( 0) - 0 N	200.40	DHS CONF REIMB	03/30/2017	17339062 TC-170228	200.40	N
012718 VELA, CHRISTINA PO BOX 214 COURTLAND, CA 95615  ( 0) - 0 N	21.40	TRANS MILEAGE	03/30/2017	17339063 TC-170229	21.40	N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004  ( ) - Y VERIZON WIRELE	1,910.30	DHW SFTY CELL CMS CUST CELL GARDINERS CELL ISLE SFTY CELL RVHS CUST CELL MAINT CELL OPERATIONS CELL GEN ADMIN CELL	03/14/2017 03/14/2017 03/14/2017 03/14/2017 03/14/2017 03/14/2017 03/14/2017 03/14/2017	17336238 PV-170468 17336238 PV-170468 17336238 PV-170468 17336238 PV-170468 17336238 PV-170468 17336238 PV-170468 17336238 PV-170468 17336238 PV-170468	.22 17.22 34.12 .22 55.04 225.28 78.46 47.90	7 7 7 7 7 7 7 7

ED SV 3 CELL	03/14/2017	17336238	PV-170468	38.59	7
ED SV 2 CELL	03/14/2017	17336238	PV-170468	38.59	7
NURSE 2 CELL	03/14/2017	17336238	PV-170468	30.31	7
ISLE CUST CELL	03/14/2017	17336238	PV-170468	.22	7
SP ED 3 CELL	03/14/2017	17336238	PV-170468	43.67	7
NURSE 1 CELL	03/14/2017	17336238	PV-170468	32.06	7
SP ED 2 CELL	03/14/2017	17336238	PV-170468	64.75	7



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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013997 VERIZON WIRELES (Continued...)		SP ED 1 CELL	03/14/2017	17336238 PV-170468	160.61	7
		RVHS ADMIN CELL	03/14/2017	17336238 PV-170468	91.39	7
		ASES 3 CELL	03/14/2017	17336238 PV-170468	53.90	7
		ASES 2 CELL	03/14/2017	17336238 PV-170468	51.11	7
		ISLE ADMIN CELL	03/14/2017	17336238 PV-170468	45.21	7
		DHW ADMIN CELL	03/14/2017	17336238 PV-170468	156.80	7
		BATES ADMIN CELL	03/14/2017	17336238 PV-170468	55.80	7
		ED SV 1 CELL	03/14/2017	17336238 PV-170468	39.90	7
		ASES 1 CELL	03/14/2017	17336238 PV-170468	47.72	7
		TRANS 2 CELL	03/14/2017	17336238 PV-170468	65.32	7
		TRANS 1 CELL	03/14/2017	17336238 PV-170468	103.51	7
		BATES SFTY CELL	03/14/2017	17336238 PV-170468	.22	7
		DO SFTY CELL	03/14/2017	17336238 PV-170468	.66	7
		RMS CUST CELL	03/14/2017	17336238 PV-170468	.22	7
		COUNSELORS CELL	03/14/2017	17336238 PV-170468	215.36	7
		RVHS SFTY CELL	03/14/2017	17336238 PV-170468	.22	7
		BATES CUST CELL	03/14/2017	17336238 PV-170468	36.40	7
		DHW SFTY CELL	03/14/2017	17336238 PV-170468	.22	7
		RMS SFTY CELL	03/14/2017	17336238 PV-170468	.22	7
		BEHAVORIST CELL	03/14/2017	17336238 PV-170468	37.88	7
		DHS CUST CELL	03/14/2017	17336238 PV-170468	16.83	7
		DHW CUST CELL	03/14/2017	17336238 PV-170468	.22	7
		FD SERV 1 CELL	03/14/2017	17336239 PV-170468	23.93	7
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000104 WARREN'S MACHINE & WELDING	32.34	15473/15495 DHS AG SUPPLIES	03/09/2017	17335619 PO-170320	2.63	N
52270 CLARKSBURG ROAD		15473/15495 DHS AG SUPPLIES	03/09/2017	17335619 PO-170320	32.34	7
P.O. BOX 398		15473/15495 DHS AG SUPPLIES	03/09/2017	17335619 PO-170320	2.63-	N
CLARKSBURG, CA 95612						
(916) 744-1667		Y WIGLEY, WARREN				
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010906 WASTE MANAGEMENT OF WOODLAND	231.80	DHS AG WASTE SERV	03/09/2017	17335620 PO-170767	216.80	N
P.O. BOX 78251		DHS WASTE	03/30/2017	17339036 PV-170493	15.00	N
PHOENIX, AZ 85062-8251						
( ) -		N				
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012247 WELLS FARGO BANK	900.00	SFID#1/SFID#2 FEES	03/30/2017	17339043 PV-170498	450.00	N
WF 8113		SFID#1/SFID#2 FEES	03/30/2017	17339044 PV-170498	450.00	N
P.O. BOX 1450						
MINNEAPOLIS, MN 55485-8113						

( 0) - 0 N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000490 WILCO SUPPLY P.O. BOX 3047 5960 TELEGRAPH AVENUE OAKLAND, CA 94609-3047  (800) 745-5450	157.16	9057167 MAINT SUPPLIES	03/30/2017	17339020 PO-170152	157.16	N
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688  (707) 451-3000	3,858.85	RMS PORTABLE RVHS PORTABLE RMS PORTABLE DHW PORTABLE	03/14/2017 03/14/2017 03/14/2017 03/14/2017	17336241 PV-170469 17336241 PV-170469 17336241 PV-170469 17336241 PV-170469	936.99 936.99 936.99 1,047.88	N N N N
010992 WOMACK, DAVID 8608 GARNET CREST CT ELK GROVE, CA 95624  (916) 685-1440	80.00	STALEDATE 17304384	03/30/2017	17339037 PV-170494	80.00	7
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571  ( ) -	635.11	ED SV REIMB SUPPLIES ED SV MILEAGE ED SV CONF REIMB	03/02/2017 03/09/2017 03/14/2017	17334411 TC-170192 17335643 TC-170201 17336247 TC-170207	38.86 444.05 152.20	N N N
District total:	1,139,779.23					
Report total:	1,139,779.23					

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



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

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

From: Vicky Turk, Principal RVHS

Item Number: 10.4

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

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

Consent Action: X

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

**Background:**

The RVHS Swim Team would like to host a movie night and snack bar. They estimate profits to be \$250.00 deposited in the Swim Team ASB Account for swimming pool costs.

**Status:**

Fundraising requires board approval.

**Presenter:** Vicky Turk

**Other People Who Might Be Present:** Toni Tucker

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

**Recommendation:** The Board approve Swim Team Fundraiser

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

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

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

From: Sonia Rambo, Principal of Riverview Middle School

Item Number: 10.5

**SUBJECT**

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

Approval for Riverview Middle School PE Department to fundraise for PE supplies by selling optional PE clothing for students.

Consent Action: X

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

**Background:**

The PE Department at Riverview has been offering optional PE clothes for purchase at the start of each school year. The students can also wear clothing they already own or can purchase their own PE clothing outside of school. The PE Department uses the raised money to purchase PE supplies for use during PE classes. This current purchase is to be sold during the 2017-2018 school year.

**Status:**

A recurring fundraiser requires Board approval.

**Presenter:** Sonia Rambo

**Other People Who Might Be Present:** Dominic Ciaramitaro

**Cost &/or Funding Sources:** ASB funds for initial purchase

**Recommendation:**

The Board approve the recurring fundraiser for optional PE uniforms.

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

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

Attachments:   X  

From: Maria Elena Becerra, Principal of Bates Elementary School

Item Number:   10.6  

**SUBJECT**

Request to surplus old shell Apple computers, old printers that no longer work.

Action:           

Consent Action:   X  

Information Only:           

**Background:**

There is a room that has so many computers that are old and can no longer be updated to run any of the programs nor the internet.

**Status:**

Bates Elementary & Mokelumne High Schools are requesting the permission of the RDUSD Board of Trustees to surplus the attached list of old computer and printers which no longer work.

**Presenter:** Maria Elena Becerra, Principal

**Other People Who Might Be Present:** Staff

**Cost &/or Funding Sources**

There is no cost to the school or to the school district. All the equipment will be sent to E-waste if approved.

**Recommendation:**

That the Board deems the attached list of computers from Bates Elementary & Mokelumne Schools as surplus.

Time:   2 mins

### Bates Computer Inventory - Surplus

Computer #	Computer Type (Dell, Flat Screen, Shell)	Bar Code
32	Flat screen	007377
4	Flat screen	007379
19	Flat screen	007382
24	Flat screen	007366
23	Flat screen	007364
43	Flat screen	008221
31	Flat screen	007380
26	Flat screen	007368
40	Flat screen	008172
10	Flat screen	008246
16	Flat screen	007387
63	Flat screen	008240
62	Flat screen	008217
Bates pc 03	MPC	008202
Bates pc 04	MPC	008206
HP Zion server	HP box	008314
	Dell box	006074
Bates pc 01	Dell	008166
48	eMac	008218
24	Shell Apple	008315
No#	Shell Apple	008315
82	Shell Apple	008236
36	eMac	006081
45	Shell Apple	000458
57	eMac	008267
59	eMac	008269

### Mokelumne Computer Inventory - Surplus

Computer #	Computer Type (Dell, Flat Screen, Shell)	Bar Code
6	eMac	006082
4	eMac	008351
No #	eMac	008346
No #	eMac	008348
No #	eMac	008339
5	eMac	008350

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

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

From: Sonia Rambo, Principal of Riverview Middle School

Item Number: \_10.7\_

**SUBJECT**

Approval for overnight travel for Riverview Middle School students to travel to UC Santa Barbara from July 22-25, 2017.

Action: \_\_\_

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

Information Only: \_\_\_

**Background:**

Ms. Stiles and RMS students are seeking board approval for overnight travel to UC Santa Barbara on July 22-25, 2017 to attend the CADA Leadership Camp. The camp is designed for student leaders who are interested in acquiring skills necessary to become successful school leaders. They work together and network with other students through camp councils.

**Status:**

Overnight travel for RDUSD students requires board action

**Presenter:** Sonia Rambo

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

**Cost &/or Funding Sources:** ASB funds and student payments. School District van, if available

**Recommendation:**

The Board approve overnight travel to UC Santa Barbara for RMS students and staff on July 22-25, 2017.

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





**CADA/CASL LEADERSHIP CAMPS**

**LEADERSHIP CAMPS**

**UC SANTA BARBARA**

# THE HEART OF LEADERSHIP



**CAMP DATES**

HIGH SCHOOL	
JULY 7-10	JULY 17-20
JULY 12-15	JULY 23-26

MIDDLE SCHOOL
JULY 23-25

*Stay Connected & Get the Latest Updates:*

**CADA CENTRAL**  
(831) 464-4891

**CADACAMPS**  
**CADALEADERS**  
**CASLFAN**

**CAMP | WWW.CADA1.ORG/LEADERSHIPCAMPS**  
**CADA | WWW.CADA1.ORG**  
**CASL | WWW.CASL1.ORG**



# CADA/CASL Leadership Camps

## The Heart of Leadership



## Learn Leadership Skills

Through whole-group sessions and smaller workshop-style sessions, campers will develop effective leadership skills and gain valuable ideas to implement on their campuses.

- Develop personal and interpersonal skills.
- Ensure future success in high school, college and the 21st century workforce.
- Staffed by professional and credentialed educators.
- Training California student leaders for 34-years.

At CADA/CASL Camp, your student leaders will acquire the skills necessary to help them promote a positive school culture and climate & serve, involve and connect the students on your campus. Watch as they become:

- Dynamic Student Leaders
- Well-rounded Team Players
- Creative Problem Solvers
- Effective Communicators
- Successful Presenters
- Visionary Planners
- Prepared for College and Career Studies

### **Funding for CADA/CASL Camp may be available through these sources**

Associated Student Body Funds, school site and district budgets, LCAP funds, Title IV (Safe & Drug Free Schools), Tobacco Use Prevention Education Program (TUPE), and Stimulus/AARA funds (Title I-for at risk student, IDEA funds for general education population), School-to-Career sources (because of the large number of SCANS skills offered), and local community service clubs. Don't be afraid to explore other avenues of funding.

# Programs



## Middle School Camp

FOR STUDENTS IN GRADES 6-8 IN THE 2017-2018 SCHOOL YEAR.

This unique three-day middle school camp program will allow your younger leaders to gain valuable experience in leadership. Middle school students will be organized into councils under the guidance of credentialed CADA staff members assisted by student board members of the California Association of Student Leaders (CASL). Council curriculum will focus on various leadership topics that will create a strong foundation for the student leaders as they return to their school campuses in the fall. Opportunities are provided for advisors and students to meet for goal-setting, planning and daily debriefing. In addition to two keynote speakers, students will participate in and gain ideas from rally game sessions, a SWAP session, and teambuilding and interest session workshops. An advisor or responsible adult is required to attend with your school delegation. Delegations larger than 15 require a second advisor or responsible adult.



## High School Camp

FOR STUDENTS IN GRADES 9-12 IN THE 2017-2018 SCHOOL YEAR.

The high school program runs four days. Students are organized into councils under the guidance of credentialed CADA staff members and the curriculum will focus on various leadership topics that will create a strong foundation for the student leaders as they return to their school campuses in the fall. Each council will be responsible for a project that is produced during the camp experience giving students a collaborative hands-on experience. Projects may include organization of the camp talent show, recognition, large group management, media/technology, lunchtime activities and other events that reflect projects that would take place during the school year. Students will hear three keynote speakers and participate in and gain ideas from rally sessions, SWAP sessions and interest session workshops. An advisor or responsible adult is required to attend with your school delegation. Delegations larger than 15 require a second advisor or responsible adult.



## Advisors

The advisor program, which is parallel to the student program, will cover topics designed to assist new and experienced advisors in developing the most effective strategies to meet their individual school activity plans. Advisors will also have an opportunity to enroll in a 200-level Master Activity Advisor (MAA) Program course during camp. This course can be taken for an additional fee for advisors interested in pursuing their MAA certificate. You must pre-register for the course to allow for appropriate staffing. Information about the MAA program can be found at [www.cada1.org/certification](http://www.cada1.org/certification).



## Talent Show - High School Camps Only

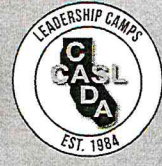
All campers are invited to try out to participate in the Camp Talent Show. This extremely popular show features singing, dancing, acting, juggling, skits or any other talent you or your group has. Bring your musical instrument, your music, your dance steps, drama presentation, or anything else you might need to participate. Sign-up for tryouts during camp check in on Day 1 of camp.

**PEGLEG**  
ENTERTAINMENT

*Dance*

A dance, hosted by Pegleg Entertainment, will be held one evening of camp.

# Registration Process



## STEP 1: SCHOOL REGISTRATION

Register your school for camp through CADA Central (student names not yet needed).

- Online with credit card payment at [www.cada1.org/leadershipcamps](http://www.cada1.org/leadershipcamps).
- Or mail-in registration form with full payment or \$100 deposit per person by check or credit card. The \$100 deposit will hold spots for your school, and remaining balance must be received by June 2.

Take advantage of early-bird pricing by reserving your school's spots and paying the full registration cost by April 14 (no coupon needed). Regular pricing is in effect from April 15-June 2. Any outstanding balances not paid by June 2 will be charged the late rate.

CADA Central  
3121 Park Avenue, Suite C  
Soquel, CA 95073  
831-464-4891

## STEP 2: SUBMIT ADVISOR AND STUDENT DELEGATE INFORMATION

Once your registration is processed through CADA Central, the advisor will receive a confirmation email receipt. This email will include:

- Link to the **Online Student and Advisor Information Forms**. All students and advisors attending camp with your school must complete the online information form by June 2. This information will be required for us to assign housing and camp councils effectively as well as order correct t-shirt sizes. Any forms submitted after the June 2 deadline will be assigned a size adult medium t-shirt.
- CADA **Camp Student Medical Form**. All campers will need to bring two copies of this completed medical form to camp with them.
- Additional important information regarding camp.

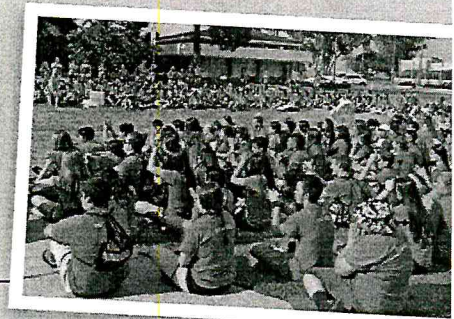
No key deposits will be collected this year. Schools will be financially responsible for lost keys, but will be billed after camp. Schools may choose to collect key deposits from their students, but CADA will not collect those deposits at the beginning of camp. Lost key fee - \$60.00.



## Transportation To Camp

All students are to be transported by parents, advisors, or a common carrier (train, bus, or plane). Due to legal concerns, students may not drive themselves to camp under any circumstances. Free shuttle service to the U.C. Santa Barbara campus from the Santa Barbara airport or Goleta train station (NOT SANTA BARBARA) will be available on the first and last day of camp based on reservations made by June 2. Please contact Jeff Culver to make reservations if you will need shuttle service.

Early arrival option for schools traveling a long distance will be available. Early arrival schools must make their own shuttle arrangements as the CADA shuttle is only provided on the first and last days of each camp. Early arrival includes housing only the night before camp. Space is limited. Please contact Jeff Culver to reserve your spots by June 2, [camp@cada1.org](mailto:camp@cada1.org).



## Rooming

Students will get a taste of the college dorm life experience as they spend their nights in the dorms at U.C. Santa Barbara. Students will be assigned two-to-a-room. Camp councils meet in the dorm common rooms. Advisors will get to relive their college dorm life experience as they also spend their nights sleeping in the dorms at U.C. Santa Barbara. Advisors are assigned two-to-a-room. Single rooms are available for an additional cost of \$50.00 per night, space permitting.

# Message from the Coordinator

As preparations continue for the 2017 CADA/CASL Summer Leadership Camps, we can't help but reflect on last summer's camp program: Leadership U - Ministerium Super Se (Service Above Self). On the U.C. Santa Barbara campus, we hosted nearly 1,500 students and 220 advisors from over 150 schools from California, Hawaii, Nevada, Illinois, Georgia, Kansas and Canada. This was our largest summer camp program in its 34-year history and we sold out all four camps in record time.

This year, we have expanded the program to accommodate more schools by adding a fourth high school camp, July 23-26. This will overlap with our middle school camp, July 23-25. The middle school and high school camps will share some exciting moments, such as morning program and keynote speakers, but will enjoy separate council programs that meet the needs of their specific age group.

This year's theme, The Heart of Leadership, will focus on key leadership qualities, such as kindness, compassion and empathy. Your student leaders will have an opportunity to reflect upon and plan ways to infuse these qualities in their approach to Student Activities back on your campus.

Are you ready to join us for #CADACamps 2017? Be sure to submit your registration as early as possible to avoid hearing the dreaded "that camp is sold out!" A \$100 deposit per person will reserve your spots at camp. And if you pay the entire amount by April 14, you will save \$50 per student with early-bird pricing.

For a taste of CADA/CASL Leadership Camp, check out last summer's end-of-camp videos posted on our YouTube page @cadacamps or scan the QR codes below:



MS



HS1



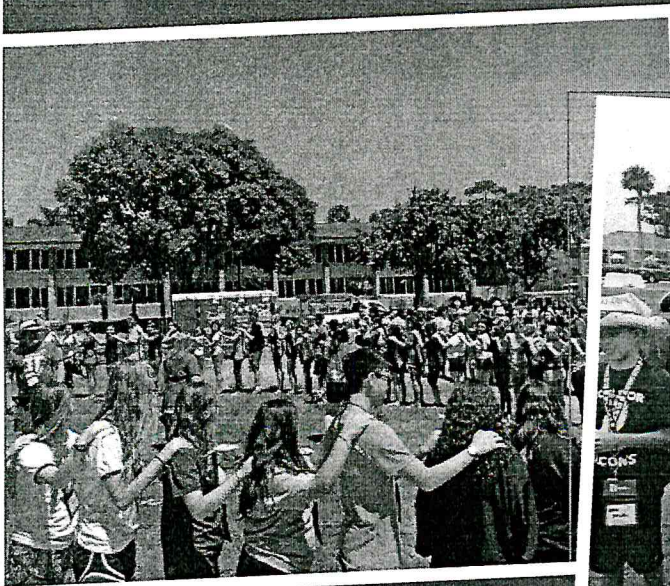
HS2



HS3

On behalf of the entire CADA Camp Staff and CASL State Board, we look forward to seeing you in Santa Barbara this July for CADA/CASL Summer Camps: The Heart of Leadership!

JEFF CULVER  
camp@cadal.org



**APPLY NOW AND SAVE EVEN MORE MONEY!  
NAMES OF YOUR STUDENTS ARE NOT NEEDED UNTIL JUNE 2**



We may sell out, so register early to guarantee your spot.

*High School Rates*

- Early Bird Rate: \$490/student. Full payment by April 14 (No Coupon Needed!)\*
- Regular Rate: \$540/student. Full payment by June 2\*\*
- Late Rate: \$580/student after June 2
- Special Advisor Rate: \$450/advisor. Advisor will help with supervision as needed.

*Middle School Rates*

- Early Bird Rate: \$430/student. Full payment by April 14\*
- Regular Rate: \$480/student. Full payment by June 2\*\*
- Late Rate: \$520/student after June 2
- Special Advisor Rate: \$400/advisor. Advisor will help with supervision as needed.

\* Online registration with credit card now available, or check postmarked by April 14  
\*\* Online registration with credit card now available, or check postmarked by June 2

Membership in CADA is required for your school to attend Camp. Individual membership is \$110. School membership is \$250 and includes 3 reps.

CADA/CASL Memorial Scholarship opportunity available. Application deadline is February 11, 2017 for a camp scholarship. Details available at: <http://cadata.org/leadershipcamps>



**CADA Central**  
3121 Park Avenue, Suite C  
Soquel, CA 95073  
831-464-4891

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017 Attachments:  X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 10.8\_

**SUBJECT** Government Financial Strategies Financial Advisory Action: \_\_\_\_\_  
Service Agreement Consent Action:  X  
Information Only: \_\_\_\_\_

**Background:**

The attached Financial Advisory Service Agreement with Government Financial Strategies is the “umbrella agreement” which all other Scope of Work agreements fall. Government Financial Strategies currently provides our continuing disclosure related to our bonds.

They offer a multitude of services and the district wishes to continue to rely upon their expertise when needed. Such as the facility needs report, developer negotiation. A separate Scope of Work agreement will be brought to the board when services are being requested.

**Status:** The renewal is necessary in order to allow the district to continue using their services under the “umbrella agreement”. This agreement does not mandate that we use their services it simply allows us to do so if we choose to.

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

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

No cost to the district for the renewal of the umbrella agreement. Cost will be paid out the general fund, SFID #1 and SFID#2 when applicable. Paid hourly at a cost of \$225, plus travel expenses at a rate of \$112.50 per hour when services are requested by the district. Continuing disclosure services for FY 2015-2016 was \$3,739.48.

**Recommendation:**

That the Board approves the agreement with Government Financial Strategies.

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



## GOVERNMENT FINANCIAL STRATEGIES FINANCIAL ADVISORY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this February 10, 2017, between Government Financial Strategies inc., a financial advisory firm ("Government Financial Strategies") and River Delta Unified School District ("Client") who agree as follows:

**1. Scope of Work.** Government Financial Strategies shall perform the services described in the scope(s) of work attached hereto as Exhibit A (the "Work"). Modifications, deletions and additions to the Work described in Exhibit A may be made, from time to time, upon the subsequent written agreement by both parties.

### **2. Payment.**

a. In consideration for the Work to be provided by Government Financial Strategies under this Agreement, Client agrees to pay fees and expenses as set forth in Exhibit A.

b. For Work performed on a time and materials basis, Government Financial Strategies shall submit invoices to the Client on a monthly basis. For Work performed for a fixed fee, Government Financial Strategies shall submit invoices to the Client upon the completion of the Work or as otherwise identified in Exhibit A.

c. Government Financial Strategies is required to provide written disclosure to all financial advisory clients about actual or potential conflicts of interest as well as certain other information. Exhibit B sets forth the potential conflicts of interest that we have determined presently exist as well as other information we are required to provide to you as a federally registered municipal advisor. Client acknowledges receipt of Exhibit B, and Client has been given the opportunity to discuss such matters with Government Financial Strategies.

### **3. Term.**

a. This Agreement shall terminate upon the later of the completion of the Work or June 30, 2021, unless earlier terminated as provided in subsection (b).

b. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

c. Upon termination of this Agreement by either party, Client shall compensate Government Financial Strategies for all Work performed prior to termination. If the compensation identified in Exhibit A was on a time and materials basis, such compensation shall be based on time and materials incurred prior to termination. If the compensation identified in Exhibit A was on a fixed fee basis, such compensation shall be the greater of: 1) the percentage of services completed through the termination date multiplied by the fixed fee, or 2) the amount based on a time and materials basis, not to exceed the fixed fee. "Payment," "Ownership of Documents," "Indemnification," "Severability," "Governing Law and Venue," and "Entire Agreement" shall survive the termination of this Agreement.

**4. Professional Ability and Loyalty.** Government Financial Strategies represents that it possesses the skill to competently perform the Work, that it shall perform that Work in a manner equal to or



exceeding generally accepted professional practices and standards for firms performing similar work, and that it will act in a manner it believes to be in the best interest of the Client rather than any third party.

**5. Ownership of Documents.** Every report, study, memo, letter, spreadsheet, worksheet, plan, graph, diagram, map, photograph, computer model, computer disk, computer software and other document or item prepared by Government Financial Strategies under this Agreement and provided to and paid for by the Client (the "Work Product") shall be the property of Client, and Client shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Government Financial Strategies. Government Financial Strategies may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Government Financial Strategies shall not provide any Work Product not previously made available to the public to any third party without Client's prior approval, unless compelled to do so by legal process. If Client reuses or modifies any Work Product for a use or purpose other than that intended by the Work under this Agreement, then Client shall hold Government Financial Strategies harmless against all claims, damages, losses and expenses arising from such reuse or modification.

**6. Indemnification.** Both parties shall indemnify, defend, protect, and hold harmless the other party, its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney's fees) directly arising from any negligent act or omission, willful misconduct or violation of law of the other party.

#### **7. Insurance.**

a. Government Financial Strategies, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate, automobile liability insurance with coverage of at least one million dollars (\$1,000,000) per accident, and professional errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate.

b. Upon request, Government Financial Strategies shall provide to Client the evidence of such insurance.

**8. Municipal Advisor Registration.** Government Financial Strategies is a municipal advisor registered with the Securities and Exchange Commission (registration number 867-00775) and the Municipal Securities Rulemaking Board (registration number KO127).

**9. Conflicts of Interest.** Except as expressly described in Section 2(c) above and Exhibit B attached, Government Financial Strategies has no material conflicts of interest that might impair its fiduciary duty to the Client. Client acknowledges that Government Financial Strategies may have other governmental clients with overlapping jurisdictions with Client.

**10. Independent Contractor.** Government Financial Strategies shall be an independent contractor in performing the Work and shall not act as an agent or employee of Client. The employees of Government Financial Strategies and its subcontractors are not employees of Client within the meaning or application of any federal or state unemployment insurance laws, social security law or any worker's compensation, industrial accident law or other industrial or labor law.

**11. Non-Discrimination.** Government Financial Strategies will not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual



orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

**12. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Government Financial Strategies shall not assign its rights and obligations under this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Government Financial Strategies may subcontract a portion of the Work to its wholly-owned subsidiary, GFS Australia Pty. Ltd, and its sole employee, Jonathan Edwards.

**13. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

**14. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

**15. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where the Client's main office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

**16. Notice.** All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing:

Government Financial Strategies:

River Delta Unified School District:

Government Financial Strategies  
Attn: Lori Raineri, President  
1228 N Street, Suite 13  
Sacramento, CA 95814-5609

River Delta Unified School District  
Attn: Elizabeth Keema-Aston,  
Chief Business Officer  
445 Montezuma Street  
Rio Vista, CA 94571

**17. Entire Agreement.** This Agreement represents the sole, final, complete, exclusive and integrated expression and statement of the terms between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by written agreement by both parties. Government Financial Strategies agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Government Financial Strategies inc.

River Delta Unified School District

By: \_\_\_\_\_

Lori Raineri  
President

By: \_\_\_\_\_

Elizabeth Keema-Aston  
Chief Business Officer



## EXHIBIT A

### **SCOPE(S) OF WORK**

Government Financial Strategies will provide general financial planning and advisory services to River Delta Unified School District which include but are not limited to the following: a review of facilities needs and costs, a review of short term and long term cash flow schedules, identification and classification of existing and potential revenue sources, assistance with the production of a comprehensive financial plan, financial advisory services in connection with any debt issues, participation in real estate negotiations, general background information on real estate acquisition and lease agreements, allocation of revenues to expenditures, development of financial strategies, reviews of documents, and presentations to the governing board. Such services will be provided as requested by River Delta Unified School District.

In consideration of the services provided, River Delta Unified School District will pay Government Financial Strategies hourly fees of \$225 for services, plus out-of-pocket expenses (such as mileage, meals, etc.). For travel time, River Delta Unified School District will pay Government Financial Strategies hourly fees of \$112.50.

## **EXHIBIT B**

### **DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION**

#### **Conflicts of Interest**

Government Financial Strategies is required to provide written disclosure to all financial advisory clients about the actual or potential conflicts of interest presented by our representation of Client.

Government Financial Strategies has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal entity clients such as the Client. To the extent any such material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

#### **Municipal Advisor Registration, Legal and Disciplinary Events**

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Government Financial Strategies or for our CIK number which is 0001617177.

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** April 18, 2017

Attachments:  X

**From:** Kathy Wright, Director of Educational Services

Item #: 10.9

**SUBJECT**

Request to approve the Professional Expert Agreement with Linda Van De Maele to provide Health Services instruction for the 2016-2017 school year at a cost not to exceed \$1,000.

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

**Background & Status:**

Name of Vendor: Linda Van DeMaele

Description of Service(s): To provide Health Services instruction for Riverview Middle School and Rio Vista High School.

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

**Presenter:**

Kathy Wright, Director of Educational Services

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

Not to exceed \$1,000 paid by the General Fund.

**Recommendation:**

That the Board approve the Professional Expert Agreement with Linda Van De Maele to provide Health Services instruction for the 2016-2017 school year at a cost not to exceed \$1,000.

Time: 2 mins.

# River Delta Unified School District

445 Montezuma Street

Rio Vista, CA 94571

## Professional Expert Agreement

Under Section 45103 of the *Education Code*, professional experts employed “on a temporary basis for a specific project” are exempt from classified service. Professional experts must have a special skill or knowledge of a particular subject matter, derived from specialized training or expertise, often involving intensive academic preparation, or representing mastery of that subject. This agreement is for services which do not meet the criteria for Independent Contract Services and will be paid through payroll. Reimbursement will be reported as taxable compensation on statements of earnings (W-2). Applicable payroll deductions when appropriate including STRS and PERS will be made at the time of earned payments. It is understood that this agreement provides for a temporary position having no employment rights or benefits.

River Delta Unified School District agrees to Contract with \_\_\_\_\_ for the services performed from: \_\_\_\_\_ to: \_\_\_\_\_.

Services to be performed: \_\_\_\_\_

Amount to be paid:

Budget # \_\_\_\_\_ \$ \_\_\_\_\_

Budget # \_\_\_\_\_ \$ \_\_\_\_\_

Payment will be made, with approval of certifying administrator, upon completion of services as follows:

Pay Rate: \$ \_\_\_\_\_ per \_\_\_\_\_ (hour, day, week, month, flat rate, stipend)

Requested by: \_\_\_\_\_ / \_\_\_\_\_  
Title Date

Supervisor Approval: \_\_\_\_\_ / \_\_\_\_\_  
Title Date

\_\_\_\_\_  
Director of Personnel Date

\_\_\_\_\_  
Assistant Superintendent, Business Services Date

**NOTE: This form must be accompanied by the following:**

I-9 Copy of Social Security Card  
W-4 Copy of Driver's License  
DE 4

**Identify services completed and submit to payroll:**

Completed: \_\_\_\_\_ Certifying Administrator  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All obligations have been fulfilled   
Additional payment requests will be forwarded to Payroll

### Professional Expert Completes:

Name \_\_\_\_\_

S.S. # \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Professional Expert Signature \_\_\_\_\_ Date \_\_\_\_\_

Do you have a valid CA teaching credential?

Yes  No

Are you presently or have you been a member of

PERS Yes  No

STRS Yes  No

Are you presently an employee of RDUSD?

Yes  No

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

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

From: Laura Uslan, Delta High School Principal

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

**SUBJECT** Request to approve Delta High School Senior Class of 2017 student educational trip Grad Night at Disneyland in Anaheim, California, on May17-18, 2017.

Action: \_\_\_\_\_  
Consent Action: \_\_x\_\_  
Information Only: \_\_\_\_\_

**Background:**

Delta High School Senior Class students will participate in this celebration of graduation as their chosen Senior Trip for 2017.

**Status:** The Class of 2017 completed fundraisers to reduce the cost of the trip. The Seniors will travel by bus to Disneyland on Wednesday, May 17, and return to Clarksburg on Thursday, May 18.

**Presenter:** Laura Uslan, Delta High School Principal

**Other People Who Might Be Present:** Katie Ingalls, Kimberly Leyerly, and Kayla Demers, Senior Class Advisors.

**Cost &/or Funding Sources**

\$100 per student (price reduced by Senior Class fundraisers)

**Recommendation:**

That the Board approve travel to the Grad Nite at Disneyland for the Delta High School Class of 2017.

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

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



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

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

From: Vicky Turk, Principal RVHS

Item Number: 10.11

**SUBJECT**

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

Approval for out-of-state travel for RVHS students to travel to the Oregon Shakespeare Festival in Ashland, Oregon from May 13-15, 2017.

Consent Action: X

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

**Background:**

Mrs. Surla and RVHS students are seeking board approval for out of state travel to Ashland, Oregon on 5/13-15 to attend the Oregon Shakespeare Festival. Students will see four plays, three lectures by academic scholars, and attend a behind the scenes tour of the theater.

**Status:**

Out of state travel for RDUSD students requires board action

**Presenter:** Vicky Turk

**Other People Who Might Be Present:** Donnie Surla and RVHS students

**Cost &/or Funding Sources:** NA

**Recommendation:**

That the Board approve out of state travel to Ashland, Oregon for RVHS students on May 13-15, 2017

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



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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

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

From: Vicky Turk, Principal RVHS

Item Number: 10.12

**SUBJECT:** Approval for Class of 2017 educational graduation  
trip to Disneyland in Anaheim, California on May 24-  
25, 2017

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

**Background:**

Rio Vista High School senior class has traditionally traveled to Southern California theme parks for the educational graduation night party.

**Status:**

Board approval for travel

**Presenter:** Vicky Turk

**Other People Who Might Be Present:**

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

**Recommendation:** The Board approve travel request to Disneyland for RVHS Class of 2017 educational Graduation trip..

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

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** April 18, 2017

**Attachments:**   1  

**From:** Antonia Slagle, Isleton Elementary Principal

**Item #:** 10.13

**SUBJECT**

**Action:**           

**Consent Action:**   x  

Request to approve the Independent Contract for Services Information Only:             
Agreement with Sacramento Theatre Company for a 1-week  
summer camp in June 5-9, 2017 at a cost not to exceed  
\$2,250.

**Background & Status:**

Name of Vendor:           Sacramento Theatre Company          

Description of Service(s):   to provide theatre instruction camp aligned with CCSS to k-6  
students in 3-hour daily camp for 1 week. The camp will host approximately 60 students  
with 3 teaching artists that will include acting, singing and movement.  

Date(s) of Service(s):   June 5-9, 2017  

**Presenter:**

Antonia Slagle, Principal, Isleton Elementary

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

Not to exceed \$ 2,250 paid by Isleton Elementary.

**Recommendation:**

That the Board approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2016-2017 school year at a cost not to exceed \$2,250.

Time:   2   mins.



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## Attachment to Superintendent's Statement

### DISTRICT'S CONFLICT-OF-INTEREST CODE

"The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Reg. Sec. 18730) which contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict-of-interest code of the River Delta Joint Unified School District.

Designated employees shall file their statements with the River Delta Joint Unified School District which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the River Delta Joint Unified School District in the Superintendent's Office."

#### Below are excerpts from attachments to the above Code regarding consultant disclosure:

Consultants must be included in the list of designated employees and must disclose pursuant to the broadest disclosure category in this code (\*) subject to the following limitation: The superintendent may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code. In addition, if the contract itself contains conflict of interest disclosures, the consultant is not required to re-file under this provision.

Designated persons in this category must report: (a) Interests in real property which are located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property. (b) Investments or business positions in or income, including gifts, loans, and travel payments, from sources which: (1) are engaged in the acquisition or disposal of real property within the district. (2) are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or (3) manufacture or sell supplies, books, machinery or equipment of the type used by the district.

1/14/08

*Creating Excellence To Ensure That All Students Learn*

Bates School  
Clarksburg Middle

Isleton School  
Riverview Middle  
River Delta High/Elementary School

Walnut Grove School  
D.H. White Elementary  
River Delta Community Day School.....

Delta High School  
Rio Vista High School

Wind River School  
Mokelumne High School

Delta Elementary Charter School



# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

## CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

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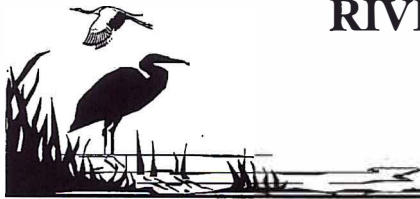
Bates School  
Clarksburg Elementary

Isleton School  
Riverview School  
River Delta High/Elementary School

Walnut Grove School  
D.H. White Elementary  
River Delta Community Day School.....Delta Elementary Charter School

Delta High School  
Rio Vista High School

Wind River School  
Mokelumne High School



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
Rio Vista, California 94571-1651  
(707) 374-1700 Fax (707) 374-2995  
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## INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

- TERM:** The term of this agreement is from June 5th, 2017 through June 9th, 2017. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

- CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows: provide theatre camp aligned with CCSS to 1<sup>st</sup>-6<sup>th</sup> grade Isleton Elementary students between June 5<sup>th</sup> and June 9<sup>th</sup>, 2017. It will include arts integration activities, including acting and music or movement. This will include 2-3 teaching artists, as well as materials, props, etc.

- PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:  
 \$ 150 per day week month year or per hour x  
 OR \$ per hour for periods of less than one day;  
 for a total cost not to exceed \$ 2250

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

- RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
- STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.

- HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

**Independent Contractor Agreement**

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

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

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

**CONTRACTOR/CONSULTANT:**

Sacramento Theatre Company

Printed/Typed Name \_\_\_\_\_ Date \_\_\_\_\_

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

1419 H Street Sacramento CA  
 Address State Zip 95814

916-446-7501 ext. 110  
 Contact Phone and Email

hellenm@sactheatre.org  
 M-number  
 Signature (Contractor/Consultant/Authorized Representative)

**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

Antonia L. Slagle

Requested By \_\_\_\_\_ Date \_\_\_\_\_

 4/05/17  
 Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Budget Code (Name & Coding) \_\_\_\_\_

Board of Trustees Action \_\_\_\_\_ Date \_\_\_\_\_

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

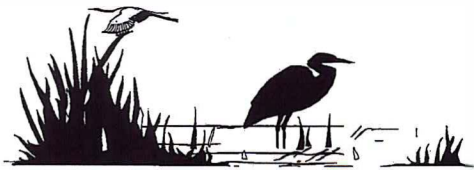
- Are you presently or have you been a member of PERS or STRS?  
 PERS: Yes \_\_\_ No   
 STRS: Yes \_\_\_ No
- Are you presently an employee of River Delta Unified School District? Yes \_\_\_ No

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

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



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

**HOLD HARMLESS & INDEMNIFICATION AGREEMENT**

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

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

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

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

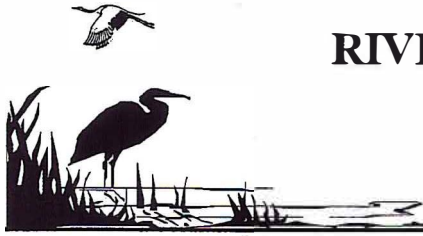
In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

Signature of Authorized Representative M. Noufer Date Signed 4.5.17  
 Typed/Printed Name of Authorized Representative Michele Noufer Company Name STC Sacramento Theatre Co.  
 Address, Email & Phone: 1419 H st. Sacramento CA 95814  
hillema@sactheatre.org  
916.446.7501 ext. 110

1/14/08

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- Bates School
- Isleton School
- Walnut Grove School
- Delta High School
- Wind River School
- Clarksburg Middle
- Riverview Middle
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# RIVER DELTA UNIFIED SCHOOL DISTRICT

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

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

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

Description of Duties: provide 1 week arts camp to 1st-6<sup>th</sup> grade students during the week of June 5<sup>th</sup>-9<sup>th</sup>, 2017. There will be 2-3 teaching artists to serve approximately 75 students. Camp will be standards aligned and provided with arts integration as a focus, including but not limited to: singing, movement and acting.

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

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

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

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

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

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

\_\_\_\_\_  
Don Beno, Superintendent

\_\_\_\_\_  
Date

1/14/08

Attachment : (Conflict of Interest Code)

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



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

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

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

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

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

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

M. Noufer 4.5.17  
 Signature of Authorized Representative Date Signed  
Michele Noufer Sacramento Theatre Co.  
 Typed/Printed Name of Authorized Representative Company Name  
 Address, Email & Phone: 1419 H St. hillenm@sactheatre.org  
916.446.7601 ext. 112

1/14/08

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

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

Attachments: none

From: Charles VanRiper, Delta High School & Clarksburg Middle School  
Agriculture Teacher

Item Number:   10.14  

**SUBJECT**

Action:       

The Delta High School FFA Chapter would like to apply for a grant from Universal Technical Institute (UTI) to fund agricultural mechanics projects.

Consent Action:   X  

Information Only:       

**Background:**

Delta High School currently has 35 students enrolled in Agricultural Mechanics classes (levels 1, 2, and 3). These students are active in the Delta FFA and many will create Agricultural Mechanics projects for competition in the Sacramento County Fair this year and the Yolo County Fair next Fall.

**Status:** The Delta FFA and advisor Mr. VanRiper would like to apply for this grant in order to fund \$1000 in agricultural mechanics projects. The grant is for FFA chapters within a 100-mile radius of a UTI facility.

**Presenters:** Agriculture teacher Charles VanRiper

**Other People Who Might Be Present:** Laura Uslan, Principal at Delta High School

**Cost &/or Funding Sources**

There are no costs to the site or the district when applying for this grant.

**Recommendation:**

That the Board grants permission for Delta High School to apply for the FFA Agricultural Mechanics grant From Universal Technical Institute.

Time:        2 mins.

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



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

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

From: Sue Moehlenbrock, Special Education Coordinator

Item #: \_\_\_10.15\_\_\_

**SUBJECT** 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 \$1,000.00.

Action: \_\_\_\_\_  
Consent Action: \_\_\_x\_\_\_  
Information Only: \_\_\_\_\_

**Background & Status:**

Name of Vendor: \_\_\_\_\_ Jane Johnson Speech Therapy \_\_\_\_\_

Description of Service(s): To provide speech 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 \$1,000.00 from Special Education funds.

**Recommendation:**

That the Board approves 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 \$1,000.00.

Time: \_\_\_\_\_ 2 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  
 Nonpublic Agency

**Type of Contract:**

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

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

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of 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 July 1, 2016, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Jane Johnson Speech Therapy (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 June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR  
Jane Johnson Speech Therapy

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 State Zip  
Rio Vista CA 94571

Phone Fax  
707-374-1729 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 A: RATES - NON-PUBLIC SCHOOL ONLY – 2016-2017 CONTRACT YEAR**

**CONTRACTOR** Jane Johnson **CONTRACTOR NUMBER** \_\_\_\_\_ **2016-2017**  
**(NONPUBLIC SCHOOL)** \_\_\_\_\_ **(CONTRACT YEAR)**

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

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

Payment under this contract may not exceed \$1000.00  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	_____	_____
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportional

**B. Related Services**

(1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	<u>\$105.00</u>	<u>Per hour</u>
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** April 18, 2017

Attachments:  X

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

Item #: 10.16

**SUBJECT**

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (McGrew Behavior Intervention Services, Inc.) for the 2016-2017 school year at a cost not to exceed \$15,000.

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

**Background & Status:**

Name of Vendor: McGrew Behavior Intervention Services, Inc.

Description of Service(s): To provide consultation services and educational services for students with special needs related to Autism and Behavior Intervention, as determined by their Individual Education Programs (IEP).

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

The 2016-2017 contract is for \$65,000. The request is for an additional \$15,000.

**Presenter:**

Sue Moehlenbrock, Special Education Coordinator

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

Not to exceed \$15,000 paid by Special Education funds. The rate for a one-to-one aide is \$28.00 per hour. The rate for a Behavior Specialist is \$75.00 per hour.

**Recommendation:**

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (McGrew Behavior Intervention Services, Inc.) for the 2016-2017 school year at a cost not to exceed \$15,000.

Time: 2 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 McGrew Behavior Intervention Services (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 June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR  
MCGrew Behavior Intervention Services

LEA  
River Delta Unified School District

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)

By:

Signature Date

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 State Zip  
Rio Vista CA 94571

Phone Fax  
707-374-1729 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 A: RATES - NON-PUBLIC SCHOOL ONLY – 2016-2017 CONTRACT YEAR**

**CONTRACTOR** McGrew Behavior **CONTRACTOR NUMBER** 2016-2017  
**(NONPUBLIC SCHOOL)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

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

Payment under this contract may not exceed \$15,000.00  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

**A. Basic Education Program/Special Education Instruction**  
Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportional

**B. Related Services**

(1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Specialist	\$105.00	Per hour
b. One to One Aide	\$28.00	Per hour
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.

\*\*By credentialed Special Education Teacher.



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



**BOARD AGENDA BRIEFING**

**Meeting Date:** April 18, 2017

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

**From:** Antonia Slagle, Isleton Elementary Principal

Item #: 10.17

**SUBJECT**

Request approval to apply for the California State Preschool Program Expansion Grant for 2017-2018.

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

**Background & Status:**

Name of Vendor: California Department of Education

Description of Service(s): At the end of March, CDE announced its third round of RFA's to expand the State Preschool Program. First 5 preschool funding is sunseting and after 2017 there will be no preschool available to 3 and 4 year olds in Isleton. This grant will provide funding for 24 full day/full year students at the Isleton Elementary School site for the 2017-2018 schoolyear. If RDUSD gets CDE funding, we can expand our services to 24 (versus 16 currently) and expand our hours (1/2 day to full day). Further, the district can expand its reach into Solano County as First 5 funding is only for Sacramento County families. The district will apply for approximately \$300,000 to include staffing, training, supplies and additional startup costs. District will provide in-kind services that are directly tied to the school site, such as special education, custodial and the facility.

Deadline to apply for the grant is April 25, 2017

Date(s) of Service(s): 2017-2018 school year

**Presenter:**

Antonia Slagle, Principal, Isleton Elementary

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

Requested funding will be approximately \$300,000.00.

**Recommendation:**

That the Board grants permission for Isleton Elementary School to apply for the California State Preschool Program Expansion Grant for 2017-18.

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

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** April 18, 2017

Attachments:  X

**From:** Kathy Wright, Director of Educational Services

Item #: 10.18

**SUBJECT**

Request to approve District Service Agreement with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2017-2018 school year.

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

**Background & Status:**

Each year Migrant Education and RDUSD meet and collaborate on services to bring to district to support the academic needs of our migrant students. In order to receive additional funding from the state to support our efforts a District Service Agreement (DSA) is required to outline the proposed services for both the regular school year and the summer school programming as well.

The DSA being presented has been approved by Migrant Education and the Department of Educational Services for RDUSD. The proposed services include academic support to middle and high school students on campus at CMS/DHS, summer programming for all migrant students (Pre-K to 12<sup>th</sup> grade), parent workshops and meetings as well as providing Speech and Debate services at DHS.

**Presenter:**

Kathy Wright, Director of Educational Services

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

No cost to the district-all services provided are 100% funded through Migrant Education.

**Recommendation:**

That the Board approve the District Service Agreement for Migrant Education services as presented.

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



# Migrant Education

## District Service Agreement 2017–18

<b>Sub grantee Name:</b> Butte County Office of Education Migrant Education Region 2		<b>Total Grant Amount Requested:</b> \$180,369	
		<b>School Readiness Grant Amount:</b>	
<b>Local Educational Agency (LEA) Name:</b> River Delta Unified School District		<b>LEA CDS Number:</b> 34-67413	
<b>LEA Address:</b> 445 Montezuma Street		<b>City:</b> Rio Vista	<b>Zip Code:</b> 94571
<b>Contact Person:</b> Kathy Wright		<b>Title:</b> Director of Educational Services	
<b>Telephone:</b> 707-374-1725	<b>Fax:</b> 707-374-2901	<b>E-mail Address:</b> kwright@rdusd.org	
<b>Regular School Year (3060):</b>		\$ 84,627.50	
<b>Summer/Intersession (3061):</b>		\$ 77,369.50	
<b>School Readiness Regular (3110)</b>		\$	
<b>School Readiness Summer (3110)</b>		\$ 7,460	
<b>Identification &amp; Recruitment (3060):</b>		\$ 0	
<b>Parent Advisory Council (3060):</b>		\$ 1,100	
<b>Other Education, Health, Nutrition and Social Services (3060):</b>		\$	
<b>Indirect Cost:</b>		\$170,557	<b>Rate %:5.44</b> <b>\$9,912</b>
<b>Total Budget:</b>		\$180,369	
<p><b>CERTIFICATION:</b> I hereby certify that all applicable state and federal rules and regulations will be observed to the best of my knowledge, that the information contained in this application is correct and complete; that the Parent Advisory Council has had active involvement in the planning, development and review of this application, and that the assurances are accepted as the basic conditions in the operation of this project/program for local participation and assistance.</p>			
<b>Printed Name of Superintendent or Designee</b> Don Beno		<b>Telephone Number</b> 707-374-1711	
<b>Superintendent or Designee Signature</b>		<b>Date</b>	
<b>Printed Name of Migrant Education Program Director</b> Kim Guzzetti		<b>Telephone Number</b> 530-532-5749	
<b>Migrant Education Program Director or Designee Signature</b>		<b>Date</b>	
<b>Printed Name of Parent Advisory Council Representative</b> Norma Medina		<b>Telephone Number</b> 916-275-1227	
<b>Parent Advisory Council Representative Signature</b>		<b>Date</b>	

Once completed, a digital file and one hard copy (with original signature) of the DSA 2016–17 are submitted to the migrant region.

California Dept. of Education

January 2016

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## District Overview

Complete the table below to provide the overall number of migrant students in the district.

Direct Funded District: Number of Migrant Students Enrolled at Each Grade Level in the District																
	Pre															
	K	K	1	2	3	4	5	6	7	8	9	10	11	12	Total	
Preferred for Service (PFS)	0	9	6	4	5	5	6	7	12	8	1	7	4	4	78	
Non PFS Migrant	27	15	16	8	12	9	11	10	15	3	5	4	10	8	152	
<b>District Totals</b>	27	24	22	12	17	14	17	17	27	11	6	11	14	12	230	

## District Overview Part I

**Provide a narrative description of the core instructional and support programs provided by the District**

### *District Core Instructional and Support Programs*

In the narrative description, include the following:

1. Specific strategies, programs, curriculum and services designed to address the unique academic needs of EL and socioeconomically disadvantaged students.
2. The district's professional development plans and/or activities designed to improve teaching for EL and migrant students.
3. A summary of support services provided by the district to address health and social well-being for all students.
4. Information about how the district has consulted with appropriate private school officials to design and develop the migrant education program (MEP).
5. A description of the district's parent education and parent involvement components for the district.
6. What are the district's strategies to meet the needs of at risk students?

**Narrative Description:** Please type the information for each question above.

**District Name:** River Delta Unified School District

1. RDUSD provides a comprehensive instructional program for our EL and migrant students. All EL students are CELDT

tested annually and participate in MAP benchmark testing annually. With these various measures, students are placed in specific targeted instructional programs to support their learning needs and to address any areas of deficits. Each site has an identified ELD specialist to support students both in the general classroom setting, to support their language acquisition and to address basic skills gaps that may be present. All teachers utilize SDAIE strategies during instruction. We have adopted specific curriculum for middle and high school students, with specific emphasis on our LTELs' needs being met through English 3D. After school tutoring is regularly available on many of our campuses and those who do not have it after school do provide it during the regular instructional day at lunch and during their prep periods. Each summer, migrant students are offered the opportunity to attend an extended school year program for 20 days.

2. RDUSD has a comprehensive professional development plan that is supported LCFF funding. We are committed to ensuring all teachers continue to receive training in the new ELD frameworks, on the new assessments under development, as well as ongoing training for improvement in instructional strategies and pedagogy to support the learning and access to curriculum that our ELs require. All middle and high school teachers have received AVID training that focus on strategies for student engagement, reading comprehension and literacy development. In addition, all elementary school site have made a commit to implement the AVID Elementary Foundations system into their school programs. We send teams to trainings on academic conversations with an emphasis on academic discourse and language, CAFE, and the WestEd Summer Institute on the ELA/ELD framework as well.
3. We have two elementary based counselors who work closely with our ELs and migrant students through a site based referral process. We have two counselors at both high schools as well that provide academic advising to the students to ensure they are on track for graduation and support the students' learning goals and educational plans. The district provides a social worker to support families with EL, FY, SES and SWD students. We continue to partner with local universities and have a flourishing social work intern program that is providing direct student mental health services and family outreach services as well. Our nursing staff is available to all EL and migrant students and families as well in regards to accessing necessary medical, dental and vision services. Finally, we have a small contract with local community based therapy organization who provides direct services to families in need through a referral process, many of whom are EL.
4. The district does not have or operate any private schools.



5. The district works diligently to promote parental involvement which is well reflected within our LCAP. However, it remains one of more challenging areas. A variety of parental workshops are provided annually at all sites including grade level trainings, CBET programs, parenting classes, literacy programs and computer training classes. These programs are well attended and typically the agendas and topics of trainings are parent driven. We have significant involvement from our Migrant and EL parents in the LCAP process and have addressed their requests to have the bulk of the meetings in January and February prior to their returning to work which has made a huge impact on their ability to attend the meetings. Each site utilizes the online Parent Portal within the Aeries student information system for parental communication on student progress and classroom information, and regular messaging in English and Spanish goes out via the district auto-dialer program. All sites have active PTA/PTC programs, Booster Clubs and Site Councils that are staffed by parents and are heavily involved in a variety of activities on campus and in support of campuses. Each site's SPSA is aligned to our district LCAP goals, actions and services to promote and increase parental involvement in the classroom, in co-curricular and extra-curricular activities as well as in decision making groups at the district level.
6. The district continues to implement a series of different strategies, programs and services to meet the needs of at-risk youth. School sites continue to provide afterschool interventions in ELA and math to increase the achievement levels of this particular population of students. Schools hold SST meetings regularly to develop individual plans for success for each student as necessary at an early time in the school year or when a specific need arrives. We opened a CARE program one of our middle schools to provide an opportunity for at risk youth to feel more connected to their school community and academic programs.

# Regular School Year

**For this section include any and all Regular School Year services that will be provided during the 2016–17 school year for the following components:**

- English Language Arts (ELA) and Math
- High School Graduation
- Out of School Youth (OSY)
- Parent Involvement

## ELA and Mathematics Regular School Year

**For this section include all ELA and Math programs for Regular School Year.**

**If program includes both ELA and Math components, describe activities for each component under proposed services.**

## Completion of ELA and Mathematics

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

Summary of Number of Students Served – ELA and Math ( <i>Unduplicated Count</i> )	
Total Number of eligible Migrant Students ( <i>Unduplicated count</i> )	Total Projected Number of Migrant Students to Be Served by District in 2017–18
230	25

Summary of Current Student Needs in ELA and Math			
Grade Level	Need	If need is met through a Non-Migrant Program, what is the name of the non-Migrant program?	Services Provided by Non-Migrant Program
7-12	Migrant students need additional opportunities to practice public speaking and using the academic language they learn in their content area courses to form an articulate arguments.		
K-6	Migrant students need additional assistance learning basic skills in reading across the content areas, including mathematics, science and social studies. SBAC results revealed that Migrant students in Grades 3, 5, & 6 scored	Response to Intervention Program	Students are identified to receive additional instruction in reading and language skills outside

	significantly lower than non-Migrant students.		their classroom. A 30-40% reduction in funding for this program is expected to be in effect in the 2017-18 school year which will decrease the number of students being served.

**Note: The following sections are to be completed for each ELA & Math activity.**

Proposed Service for ELA/ Math Regular School Year				
<b>What component is this Service for?</b> (Check one) <input checked="" type="checkbox"/> ELA <input type="checkbox"/> Math <input type="checkbox"/> Both (Include description below for each if “both” was selected)				
<b>Is this Home-based or Site/Center-based?</b> (Check one) <input type="checkbox"/> Home-based <input checked="" type="checkbox"/> Site/Center-based				
<b>When will it be provided?</b> (Check one) <input checked="" type="checkbox"/> After School <input type="checkbox"/> Before School <input type="checkbox"/> Saturday				
<b>Name of Schools(s) Served:</b> List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>
	Delta High	15		
	Clarksburg Middle	10		
<b>Name of Service to be Provided:</b>	Speech & Debate Club			
<b>Need for this service:</b>	Migrant students need additional opportunities to practice public speaking and using the academic language they learn in their content area courses to form an articulate arguments. In 2016 the CELDT scored revealed that 32% of our Migrant students who are English Learners (ELs) are still testing in the Intermediate level, not meeting the state’s expectation of progressing one proficiency level in English development, and are identified as Long Term English Learners (LTELs). In Grade 11, 47% of our Migrant students are still not meeting proficiency standards in English Language Arts SBAC and 77% are still not meeting proficiency standards on the Mathematics SBAC. The teachers needs specific instructional supplies such as paper, pens, white board markers, poster paper, and markers. Students reported that they are hungry after school and need healthy snacks to be re-energized for the class. Parents reported that they are not always able to afford professional attire for the children to participate.			
<b>Strategy selected to</b>				

<b>address the need:</b>	<p>Extended day speech and debate program will assist migrant students to develop their vocabulary knowledge and improve their English language usage. Participating migrant students will be served by certificated teachers, along with MEP support staff, will be provided with transportation, light snacks and meals. Migrant funded credentialed teachers are recruited and hired to instruct students at each district that has participating students so that they may learn the rules, guidelines, and strategies appropriate for speech and debate competition. Additionally, MEP classified staff supporting this service are assigned to work with students researching and preparing for the event under the direction of a credentialed teacher. Frequently, classified staff transport students from other high schools or middle schools to access the credentialed teacher who is at only one location. Classified staff may also transport some students home after the weekly practices. Without this transportation migrant students could not participate in this activity. The speech and debate events (area and regional) are a continuation of ongoing ELA instruction during the year and prepare students to actively and successfully participate in the Migrant Education State Speech and Debate Competition.</p> <p>We will recruit and hire a Speech &amp; Debate Coach who will work with students to develop their public speaking skills, research skills, and presentation styles to successfully engage in structured debates and participate in regional competitions.</p> <p>We will purchase instructional supplies that are needed to make the club as effective as we anticipate.</p> <p>We will purchased healthy snacks &amp; beverages for the students to have after school.</p>
<b>Expected Outcome</b>	100% of the students participating in the speech and debate program will show an overall increase in skills assessed in the pretest of 20% on the posttest at the conclusion of the program.
<b>Academic Focus:</b>	Career and College Readiness standards, ELA
<b>Curriculum Used:</b>	Teacher-created materials; Migrant Education topics
<b>Method(s) of Instruction:</b>	The coach will work with students on specific topics, giving strategies and tools on how to approach the topic and develop evidence based arguments. In a small group setting, students will utilize computers and other resources to research specific topics and develop their understanding and formulate opinions on specific topics.

**Proposed Schedule for Delivery of Services:** Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across the district.

Minutes per Day Range	Days per Week Range	Number of Weeks Range	Number of Students to be Served at Each Grade Level				Start Date	End Date
			Grade Level to be Served	PFS at each Grade Level	Non-PFS Migrant at each Grade Level	Total at each Grade Level		
120	2	19	7 <sup>th</sup> -12 <sup>th</sup>	7 <sup>th</sup> - 2 8 <sup>th</sup> - 4 9 <sup>th</sup> - 2 10 <sup>th</sup> - 3 11 <sup>th</sup> - 1 12 <sup>th</sup> - 0	7 <sup>th</sup> - 4 8 <sup>th</sup> - 3 9 <sup>th</sup> - 2 10 <sup>th</sup> - 1 11 <sup>th</sup> - 1 12 <sup>th</sup> - 2	7 <sup>th</sup> -12 <sup>th</sup> Total-25	January 2018	May 2018



<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>
Migrant Education Area: Pre/Post Assessment	December 2017- January 2018	April 2018- May 2018

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	IPS will collaborate with Speech and Debate coach to inform him or her of regulations for Speech and Debate Competition to better prepare the students.
<b>Surveys:</b>	None
<b>Observations:</b>	Speech & Debate Coach and the site administration will observe students to determine the increased knowledge on language skills, public speaking skills, and have more independence in researching topics of interest

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
Prep time and support for the Speech and Debate Coach	Training and Instructional Coaching for the Speech and Debate Coach	The Speech and Debate Coach will need to coordinate with Migrant Ed IPS on specific topics of study, competition dates, registration, and program delivery	December 2017	The Speech and Debate Coach will have the necessary information to actively recruit students to the program and have them participate in a minimum of 1 competition
<b>Describe the process used to identify staff development needs:</b>	The teacher who was providing this service for the past two years will not be available to serve as the coach in the upcoming school year. When she was interviewed, she explained that she would have liked to have some additional preparation time and more consistent support so she could confirm whether or not she was “doing the program correctly”. We are hoping a different teacher would be willing to take on this extra duty but realize he/she will need an initial training and follow up support.			

**Direct Services**

<b>Instructional Service Staffing:</b> Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
Speech & Debate Coach	1	.06			100%		

<b>Support Service Staffing:</b> Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

<b>Service Budget:</b> Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.			
Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
1100	Credentialed Teacher	Speech and Debate Coach (4 hours/week x 19 wks x	\$30,824.12

		\$25.00/hour = \$1900) 2 Intervention Teachers (2 x 1 day/week x \$14,462.06)	
3000-3900	Employee Benefits	Certificated Benefits (\$1900 x 25% = \$ 475) Cerificated Benefits (\$28,924.12 x 25% = \$7,231.03)	\$7,706.03
4300	Supplies	Healthy after school snacks (25 students @\$5.00/student x 5 months = \$625.00) Instructional supplies (25 students x \$25.00/student = \$675) Instructional Supplies for the intervention classes (\$2,410)	\$3,710
<b>Total</b>			<b>\$42,240.15</b>

## High School Graduation Regular School Year

For this section include all High School Graduation programs for Regular School Year.

## Completion of High School Graduation

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

Summary of Number of Students Served – High School Graduation <i>(Unduplicated Count)</i>	
Total Number of eligible Migrant Students <i>(Unduplicated count)</i>	Total Projected Number of Migrant Students to Be Served by District in 2016–17
43	20

Summary of Current Student Needs in High School Graduation			
Grade Level	Need	If Need is Met through a Non-Migrant Program, what is the Name of the Non-Migrant program?	Services Provided by Non-Migrant Program
10-12	Based on district wide assessment data identify student needs and areas for improvement to support the identified needs. Currently, we have 10 students who are failing one or more content area courses as a result of a variety of factors including; lack of academic language, weaknesses in comprehension skills, as well as poor homework completion and/or class participation. As a	Credit Recovery Courses	The district provides credit recovery opportunities after school and embedded in the high schools' Master

	result of the students failing the core content coursework, they become credit deficient and require credit recovery.		Schedules. These online courses are monitored by a credentialed teacher in our district-adopted software program, Odysseyware.
9-12	Our migrant students, who are first generation college students with little to no experience on accessing colleges and universities, need college exploration and exposure.	Advancement Via Individual Determination (AVID)	AVID offers student the opportunity to take AVID as one of their elective courses. Students learn about and implement organizational strategies, note-taking skills, critical reading skills, levels of questioning and how to formulate arguments and verbalize your stance. AVID is a voluntary program.

District that are **not** requesting MEP funds for High School Graduation complete only the two tables above, and acknowledge by placing an “**X**” after the following statement “District will not offer High School Graduation services for 2017–18 \_\_\_\_”

**Note: The following sections are to be completed for each High School Graduation activity.**

Proposed Service for High School Graduation Regular School Year				
<b>What component is this Service for?</b> (Check one) <input type="checkbox"/> ELA <input type="checkbox"/> Math <input checked="" type="checkbox"/> Both (Include description below for each if "both" was selected)				
<b>Is this Home-based or Site/Center-based?</b> (Check one) <input type="checkbox"/> Home-based <input checked="" type="checkbox"/> Site/Center-based				
<b>When will it be provided?</b> (Check one) <input checked="" type="checkbox"/> After School <input type="checkbox"/> Before School <input type="checkbox"/> Saturday				
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	School/Site	Projected Number of Students Served by District	School/Site	Projected Number of Students Served by District
	Delta High	20		
<b>Name of Service to be Provided:</b>	Online Credit Recovery Program: Cyber High			
<b>Need for this service:</b>	<p>Currently, we have 10 students who are failing one or more content area courses as a result of a variety of factors including; lack of academic language, weaknesses in comprehension skills, as well as poor homework completion and/or class participation. As a result of the students failing the core content coursework, they become credit deficient and require credit recovery.</p> <p>Our migrant students, who are first generation college students with little to no experience on accessing colleges and universities, need college exploration and exposure.</p> <p>Migrant students need additional opportunities to practice public speaking and using the academic language they learn in their content area courses to form an articulate arguments.</p>			
<b>Strategy selected to address the need:</b>	We plan on hiring a teacher and an instructional aide to provide direct support to the migrant students in the program and will allow them to utilize Cyber High, a program that migrant students have had better			



	<p>success in completion of coursework on versus the district-adopted program, Odysseyware. We will purchase the Cyber High licenses with our approved funds. Students will benefit from the Cyber High program with direct instruction and support from a Migrant sponsored teacher which will enable them to recover the lost credits return them to diploma track status. The teacher will be responsible for grading and monitoring student progress. This person will also make connections for students on the importance of planning for post-secondary educational opportunities and become informed on what resources, supports and programs are available to them. The counselor, certificated teacher and administrator will work collaboratively to make students are enrolled in the Cyber High program and required coursework. The teacher will monitor the program and progress and assign assessments for students to complete the coursework. The teacher will also provide tutoring and direct instruction as necessary to ensure academic success for the student.</p> <p>We will secure contracts with a charter bus company to provide transportation for 4 specialized field trips to local universities that will introduce migrant students to the college environment, the process for being eligible to apply and the application process itself, including financial aid opportunities.</p>
<b>Expected Outcome</b>	The number of students of passing their required coursework for graduation and earning a high school diploma will increase.
<b>Academic Focus:</b>	Core academic classes
<b>Curriculum Used:</b>	Cyber High
<b>Method(s) of Instruction:</b>	Web based instructional program with direct supplemental instruction provided by a credentialed teacher

<b>Proposed Schedule for Delivery of Services:</b> Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across district.					
Minutes	Days per	Number of	Number of Students to be Served at Each Grade Level	Start Date	End Date

per Day Range	Week Range	Weeks Range	Grade Level to be Served	PFS at each Grade Level	Non-PFS Migrant at each Grade Level	Total at each Grade Level		
150	2	30	10 <sup>th</sup>	6	5	11	October 2017	May 2018
150	2	30	11 <sup>th</sup>	6	8	14	October 2017	May 2018
150	2	30	12 <sup>th</sup>	4	8	12	October 2017	May 2018

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>
Cyber High Course Assessments	Students' current grades on course (Transcripts)	Credits earned (June 2018)

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	Collaboration between academic counselor, teacher, site and district administrator, and Migrant Ed IPS to check on the effectiveness of program and student progress
<b>Surveys:</b>	None
<b>Observations:</b>	Teachers and site administrators will observe the students taking the courses and determine strengths and challenges of offering it

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
Teacher needs training on enrolling student, assigning classes, monitoring progress and assigning the grades/credit	Cyber High PD	The identified credential teacher will need training on the Cyber High program in depth to be able to support students enrolling, progressing and completing coursework through the web-based program. The training will be provided by Cyber High PD Specialists.	September, 2017	Accuracy in enrollment, students making adequate progress through program with necessary supports, credits being issued
<b>Describe the process used to identify staff development needs:</b>	Site administrator will observe the courses and determine the next steps for professional learning opportunities for the teacher			

**Direct Services**

**Instructional Service Staffing:** Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
Teacher	1	.01			100%		
Instructional Aide (IA2), Bilingual Preferred			1	1.0	100%		

**Support Service Staffing:** Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Service Budget:** Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.

Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
1100	Certificated Staff	Teacher to provide 5 hours per week of direct instruction/support and monitoring in the Cyber High program at \$25.00 an hour for 30 weeks (5hrs/week x	\$3750

		\$25/hr x 30 wks/yr = \$ 3,750)	
2100	Classified Staff	Instructional Aide (IA2) to provide academic and organizational support in the core content area classes (\$12.19/hour x 32.5 hours/week x 37 weeks = \$14,659)	\$14,659
3000-3900	Employee Benefits	Mandatory Certificated Benefits (\$3750 x 25% = \$637.50) Mandatory Classified Benefits (\$13,166 x 15% = \$2,199)	\$2,836.50
4400	Inventoried Supplies	Laptops for the teacher of the Credit Recovery class and the IA2 to monitor and document the academic progress the students are making and communicate with the content area teachers and the students' parents (2 x \$1,500/each)	\$3,000
5800	Professional Contracts	Cyber High Course Fees (\$100/course x 2 course x 20 students = \$4,000) Transportation to colleges for a day visit (4 visits x \$1500/trip = \$6,000) Cyber High PD Session (3 hour PD Session x \$1,500 = \$1,500)	\$11,500
<b>Total</b>			<b>\$35,745.50</b>

## OSY Regular School Year

For this section include all OSY programs for Regular School Year.

**Completion of OSY**

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

<b>Summary of Number of Students Served – OSY Youth</b> <i>(Unduplicated Count)</i>	
Total Number of eligible OSY <i>(Unduplicated count)</i>	Total Projected Number of OSY to Be Served by District in 2016–17

<b>Summary of Current Student Needs in OSY</b>			
<b>Grade Level</b>	<b>Need</b> Based on district wide assessment data identify student needs and areas for improvement to support the identified needs.	<b>If Need is Met through a Non-Migrant Program, what is the Name of the Non-Migrant program?</b>	<b>Services Provided by Non-Migrant Program</b>



District that are **not** requesting MEP funds for OSY complete only the two tables above, and acknowledge by placing an “X” after the following statement “District will not offer OSY services for 2016–17\_x\_”

***Note: The following sections are to be completed for each OSY activity.***

Proposed Service for OSY Regular School Year				
<b>What component is this Service for?</b> (Check one) <input type="checkbox"/> ELA <input type="checkbox"/> Math <input type="checkbox"/> Both (Include description below for each if “both” was selected)				
<b>Is this Home-based or Site/Center-based?</b> (Check one) <input type="checkbox"/> Home-based <input type="checkbox"/> Site/Center-based				
<b>When will it be provided?</b> (Check one) <input type="checkbox"/> Weekdays <input type="checkbox"/> Saturday <input type="checkbox"/> Other (describe):				
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>
<b>Name of Service to be Provided:</b>				
<b>Need for this service:</b>				
<b>Strategy selected to address the need:</b>				
<b>Expected Outcome</b>				
<b>Academic Focus:</b>				
<b>Curriculum Used:</b>				

<b>Method(s) of Instruction:</b>	
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**Proposed Schedule for Delivery of Services:** Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across district.

Minutes per Day Range	Days per Week Range	Number of Weeks Range	Number of OSY to be Served at Each Grade Level		Start Date	End Date
			Age	Total		

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	
<b>Surveys:</b>	
<b>Observations:</b>	

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
<b>Describe the process used to identify staff development needs:</b>				

**Direct Services**

**Instructional Service Staffing:** Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Support Service Staffing:** Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Service Budget:** Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.

Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
<b>Total</b>			

## Parent Involvement Regular School Year

**For this section include all Parent Involvement activities for Regular School Year. With the exception of the State Parent Advisory Council (SPAC) Conference, activities related to Parent Advisory Council (PAC) must go in the Parent Advisory Council section.**



## Completion of Parent Involvement

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

Summary of Current Student Needs in Parent Involvement		
Number of Migrant Students	Need	Parent Needs
200	Based on district wide assessment data identify student needs and areas for improvement to support the identified needs.  Our district student feedback surveys are identifying students needs in the area of support for their families to help them with college application, having regular school work time at home and helping their parents understand the academic demands they are facing.	Based on district wide assessment data identify parent needs and areas for improvement to support the students' identified needs.  Our district parent feedback survey identified the parents' needs to be similar in nature to the students' feedback. They are asking for ways to help their child success in school and have an opportunity to go to college or a trade school. They would like more information about how to effectively parent their teenagers and prevent them from using drugs and alcohol and engaging in risky sexual behaviors.

**Note: The following sections are to be completed for each Parent Involvement activity.**

Proposed Service for Parent Involvement Regular School Year				
<b>Is this Home-based or Site/Center-based?</b> (Check one) <input type="checkbox"/> Home-based <input checked="" type="checkbox"/> Site/Center-based <b>When will it be provided?</b> (Check one) <input type="checkbox"/> After School <input type="checkbox"/> Before School <input checked="" type="checkbox"/> Saturday <input type="checkbox"/> Other (describe):				
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	<b>School/Site</b>	<b>Projected Number of Students/Parents Served by District</b>	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>
	Walnut Grove Elementary	25		
	Bates Elementary	25		
	Isleton Elementary	10		
	Clarksburg Middle	25		
	Delta High	25		
	DH White Elementary	5		
	Riverview Middle	5		
	Rio Vista High	5		
<b>Name of Service to be Provided:</b>	Migrant Parent Conference			
<b>Need for this service:</b>	Parents are always interested in learning and getting new information on how best to parent their children.			
<b>Strategy selected to address the need:</b>	Contracting with professional guest speakers on parent-selected topics			
<b>Expected Outcome:</b>	Parents will report their increase in knowledge regarding the selected topics.			
<b>Academic Focus:</b>	College and Career Readiness			
<b>Curriculum Used:</b>	N/A			

<b>Method(s) of Instruction:</b>	Lecture and peer interaction
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How Often will this service be delivered?	Approximate Number of Parents to be Served	Approximate Start Date	Approximate End Date
Once a year	125	March 10 or 17, 2018	March 10 or 17, 2018

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>
Pre/Post Survey	March 10 or 17, 2018	March 10 or 17, 2018

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	Parents will have informal interviews and conversations with the planning team for the Migrant Parent Conference
<b>Surveys:</b>	Parents will complete a pre/post survey at the conference
<b>Observations:</b>	Parents will be observed for their reaction to the presentations

<b>Parent Communication Plan:</b> In the space below, describe who, how and when parents will be informed about ALL services provided for migrant students.	
<b>Who:</b>	All Migrant Parents

<b>When:</b>	January-February
<b>How:</b>	Flyer in the Wednesday folders at the elementary schools, Auto-dialer Call to every students' home, and verbal reminders form the teachers and site administration

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
N/A				
<b>Describe the process used to identify staff development needs:</b>				

**Direct Services**

<b>Instructional Service Staffing:</b> Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

<b>Support Service Staffing:</b> Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
Family Support Paraprofessional				1.0		100%	MEP
Intervention Specialist				1.0		100%	MEP
District Coordinator	1	1.0				100%	General Fund

<b>Service Budget:</b> Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.			
Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
4300	Supplies	Materials and supplies for student activities for Migrant Parent Conference (\$300) Beverages, paper plates, napkins and utensils for breakfast and lunch for Migrant Parent Conference (\$400)	\$700
5800	Contract Agreement	Presenters for the Parent Migrant Conference held in	\$5,700.00



		February 2018 (6 presenters to be paid \$500.00/each; 4 presenters for parents and 2 presenters for students)  Catering for breakfast and lunch for Migrant Parent Conference for 100 parents and 50 students (Breakfast \$8.00/person=\$1,200; Lunch \$10.00/person = \$1,500)	
2900	Custodial Services	Custodian for Migrant Parent Conference at the overtime rate (\$30.00/hour for 8 hours/1 day)	\$210.00
3000-3900	Employee Benefits	Custodian Benefits (\$210 x 15% = \$31.50)	\$31.50
			\$6641.50

# Summer School

For this section include any and all Summer School services that will be provided during the 2017–18 school year for the following components:

- English Language Arts (ELA) and Math
- High School Graduation
- Out of School Youth (OSY)
- Parent Involvement

## ELA and Math Summer School

**For this section include all ELA and Math programs for Summer School.**

**If program includes both ELA and Math components, describe activities for each component under proposed services.**

## Completion of ELA and Math

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

Summary of Number of Students Served – ELA & Math <i>(Unduplicated Count)</i>	
Total Number of eligible Migrant Students <i>(Unduplicated count)</i>	Total Projected Number of Migrant Students to Be Served by District in 2016–17
230	100

Summary of Current Student Needs in ELA and Math			
Grade Level	Need	If Need is Met through a Non-Migrant Program, what is the Name of the Non-Migrant program?	Services Provided by Non-Migrant Program
K-12	Based on District wide assessment data identify student needs and areas for improvement to support the identified needs.  Based on SBAC results from the 15-16 school year for Grades 3-8 and 11, 34% of migrant students in RDUSD met or exceed standards in ELA, with 66% of the Migrant Education students approaching or not meeting standards in English Language Arts & Literacy. In Mathematics on the 2016 SBAC assessment, 26.5% of migrant students in RDUSD met or exceed standards, with 73.5% of the Migrant Education Students		

	approaching or not meeting standards in Mathematics.		

**Note: The following sections are to be completed for each ELA & Math activity.**

**Proposed Service for ELA/ Math Summer School**

**What component is this Service for?** (Check one)  ELA  Math  Both (Include description below for each if “both” was selected)

**Is this Home-based or Site/Center-based?** (Check one)  Home-based  Site/Center-based

**When will it be provided?** (Check one)  After School  Before School  Saturday  During Summer

Name of District(s) Served: List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	School/Site	Projected Number of Students Served by District	School/Site	Projected Number of Students Served by District
		Isleton Elementary	100	

**Name of Service to be Provided:** Language & Literacy Based Summer School

**Need for this service:** Based on CAASPP data from the 15-16 school year, 38% of all students in RDUSD met or exceed standards in ELA on the 2016 SBAC assessment, with 62% approaching or not meeting standards. In Mathematics, 27% of all students in RDUSD met or exceeded standards on the SBAC assessment, leaving 73% approaching or not meeting standards. Our students are struggling with the increased academic language and literacy-based performance tasks that are a critical part of Common Core State Standards and its aligned summative assessments, SBAC in ELA, Mathematics, and Science. The teacher, administrator and support staff surveys from the 2016 Summer School informed the district that June has proven to be a better month to offer the summer school experience because the students are more focused on learning and teachers are more willing to extend their regular school year rather than beginning the future one early. Recruiting students to attend and teachers to teach our Summer School has been a challenge for several years. It also informed us that there is a need for more teacher training

	<p>and planning time for the teachers. As communication and collaboration is always a crucial component to any successful program, planning and facilitating a staff meeting is a necessity before starting the 2018 Summer School. Students often do not have access to school supplies in their homes and need for these basic supplies to be provided for them. Feedback from parents revealed that communicating with the teachers is very difficult at times because of the language barriers. At times they are unable to deeply understand how much academic progress their child (ren) are making throughout the Summer School program.</p>
<p><b>Strategy selected to address the need:</b></p>	<p>Students will be provided with direct instruction focused development in academic conversation, vocabulary and literacy in ELA, Math and Science. Hands-on STEM activities will be included into all classroom instruction with the incorporation of assemblies, project based learning and various activities. In order to appropriately implement the Technology component of STEM, we will need to have Chromebooks available for the students to use. There are integrated technology platforms that allow the students to apply the concepts they are learning in their STEM activities to a real life situation or project. Additionally, we believe this applied learning will provide the stimulation and interaction the students need in maintaining interest and attendance in a summer program. We intend to contract once again with Sacramento County Office of Education's Sly Park Environmental School to give a presentation focused on environmental science that is aligned to the instruction they are receiving in their class. In order to ensure that classroom instruction is highly interactive and engaging, each teacher will plan their lesson focused on expository literature. To address the challenge of getting more students to attend the Summer School program on a regular and continuous basis and the socio-emotional needs of our students, we will hire Playworks, a company that works with students change the school culture by leveraging the power of safe, fun, and healthy play at school every day. They create a place for every kid on the playground to feel included, be active, and build valuable social and emotional skills. They offer an essential opportunity for children to explore their imaginations, to connect with other kids, and to stretch and grow physically, emotionally and socially. Following a schedule with a designated time for each class and during recess, they will provide physical activity instruction to the students two days a week. To ensure our students have learning supplies in their home, we intend on ordering Kits for Kidz. Kits for Kidz have been developed and refined to contain 30 essential, age-appropriate items that will last the entire school year. All items are packaged in a durable corrugated school supply box with color-coded handles representing each grade level for easy distribution.</p> <p>We are planning to hold Summer School from June 6-July 3, 2018 while observing our Independence Day</p>

holiday. We plan to have 1 full day dedicated to training and a staff meeting and 1 full day dedicated to planning and preparation for the teachers. These two days will be held on the two days previous to the first day of the 2017 Summer School. Four certificated teachers will be recruited and hired to teach the following combination classes: K-1, 2-3, 4-5, and 6-8.

We would appreciate approval to hire a Teacher on Special Assignment (TOSA) for Summer School Curriculum Development & Instructional Coaching to analyze the 2017 Summer School assessment results and re-design a coherent and comprehensive instructional program, research content-aligned STEM assemblies and SCOE Sly Park presentations, plan culminating activity days, train the teachers on the program plan and available curriculum, and support the teachers as they implement the program plan by team teaching and providing instructional coaching to ensure the most effective instructional program in the classrooms. Using the data from the pre and post survey will be a primary responsibility for the TOSA to determine the direction for the future program. The TOSA will work for a total of 27 days with the first 10 work days scheduled previous to the first day that students are in attendance.

In response to our feedback from our parents, we want to hire a bilingual parent liaison to work with teachers and parents to communicate on a weekly basis the details about their child (ren)'s progress and suggestions for maintaining or improving family engagement in the child (ren)'s learning.

We intend to recruit and hire four high school-aged students, with first priority to Migrant Education students, to serve classroom tutors. Each classroom teacher will have one of the student tutors working primarily with the Priority For Service (PFS) students to provide academic intervention for the skills that they are lacking. The goal is for the tutors to increase the PFS students' graded level proficiency in basic ELA and Math skills.

We hope to hire have clerical support previous and during our 2018 Summer School program. The clerical assistant would be responsible for processing the completed registration forms, entering the student information into Aeries, maintaining attendance records and run weekly attendance report, administering prescribed medication to students, handling emergency medical situations, coordinate breakfast and lunch with Food Service workers, coordinate the opening and closing of the facilities, and communicate with the families of registered students.

Custodial services are also necessary as there are many tasks that must be done at and to the facility before and during Summer School. Top notch cleanliness in the classroom, cafeteria, media center, computer lab, and gymnasium, safety and maintenance of the facility, especially classroom set ups with desks, chairs and instructional furniture is critical for the benefit of our students' education and especially if we want the regular school year staff to continue to support our program by hosting it at their site.



	<p>Finally, we hope to hire a fully credentialed site administrator to serve as the principal of the 2017 Summer School program. The principal is needed to collaborate with and provide leadership and guidance to the TOSA who will produce, distribute, and collect registration forms, recruit and hire qualified teachers and support staff members, plan and coordinate teacher trainings, complete all district-mandated paperwork, design and articulate the instructional program, collect all pre and post assessments, complete all required reports, and all other assigned duties. The principal will also be responsible for preparing the informational flyer for our Migrant families, create, distribute, and collect registration documents, recruit and hire teachers, provide any necessary assertive discipline, and communicating with families. Additionally, the principal will oversee the Extended School Year (ESY) for our Special Education students, which is why only .5 of the compensation is being requested. RDUSD will fund the other .5 from Special Education funds.</p> <p>Because our district is so vast in geographic area, it is imperative for us to provide transportation for our students. Two school buses are needed for 20 days with routes starting at our Courtland bus garage and our Rio Vista bus garage.</p>				
<b>Expected Outcome</b>	Students will demonstrate progress in their basic skills in ELA and math along with improving in their language acquisition skills and academic vocabulary. Students will also benefit from hands-on science experience which will strengthen their ability to use their academic language and vocabulary in context. Teachers will be better prepared to deliver effective instruction in their classrooms and acknowledge their increased capacity to deliver meaningful language development lessons through science content.				
<b>Academic Focus:</b>	ELA and Mathematics				
<b>Curriculum Used:</b>	TOSA & Teacher-created Science-based ELA Curriculum and specific units from the Math Expressions and Big Ideas Mathematics Curriculum				
<b>Method(s) of Instruction:</b>	Teacher-created materials, district-adopted supplementary materials, targeted intervention materials to be delivered by credentialed staff				
<b>Proposed Schedule for Delivery of Services:</b> Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across district.					
<b>Minutes</b>	<b>Days per</b>	<b>Number of</b>	<b>Number of Students to be Served at Each Grade Level</b>	<b>Start Date</b>	<b>End Date</b>

per Day Range	Week Range	Weeks Range	Grade Level to be Served	PFS at each Grade Level	Non-PFS Migrant at each Grade Level	Total at each Grade Level		
240	2	.1	K	4	9	13	7/3/17	7/5/17
240	2	.1	1 <sup>st</sup>	6	6	12	7/3/17	7/5/17
240	2	.1	2 <sup>nd</sup>	4	8	12	7/3/17	7/5/17
240	2	.1	3 <sup>rd</sup>	5	8	13	7/3/17	7/5/17
240	2	.1	4 <sup>th</sup>	5	7	12	7/3/17	7/5/17
240	2	.1	5 <sup>th</sup>	6	7	13	7/3/17	7/5/17
240	2	.1	6 <sup>th</sup>	5	3	8	7/3/17	7/5/17
240	2	.1	7 <sup>th</sup>	5	4	9	7/3/17	7/5/17
240	2	.1	8 <sup>th</sup>	5	3	8	7/3/17	7/5/17
240	5	4	K	4	9	13	6/6/18	7/3/18
240	5	4	1 <sup>st</sup>	6	6	12	6/6/18	7/3/18
240	5	4	2 <sup>nd</sup>	4	8	12	6/6/18	7/3/18
240	5	4	3 <sup>rd</sup>	5	8	13	6/6/18	7/3/18
240	5	4	4 <sup>th</sup>	5	7	12	6/6/18	7/3/18
240	5	4	5 <sup>th</sup>	6	7	13	6/6/18	7/3/18
240	5	4	6 <sup>th</sup>	5	3	8	6/6/18	7/3/18
240	5	4	7 <sup>th</sup>	5	4	9	6/6/18	7/3/18
240	5	4	8 <sup>th</sup>	5	3	8	6/6/18	7/3/18

*District requesting exemptions from the requirements of EC 54444.3 as it pertains to **Summer School** minutes, must seek written approval from the State Superintendent of Public Instruction. For further information, refer to the instructions.*

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>
Teacher-Created Pre/Post Assessments	June 7-14, 2017	June 27-July 3, 2017
	June 6-13, 2018	June 26-July 3, 2018

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	The TOSA and principal will have informal verbal conversations daily with staff members to assess the effectiveness of the instructional design for the program. The staff will serve as a feedback focus group for recognizing and celebrating achievements and address areas of concern.
<b>Surveys:</b>	Students attending the program will complete a brief survey asking about their experience at the Summer School program. Summer school staff will analyze the survey results and collaborate on necessary supports, differentiation and strategies to address students' concerns and accelerate the areas of commendations.
<b>Observations:</b>	The TOSA and Summer School principal will complete weekly observations in each classroom to determine the effectiveness of the instruction and facilitate instructional coaching conversations focused on continuous instructional improvement. The Director of Educational Services will observe in the classrooms and attend culminating activities to assess their relevance and determine if they will be continued in future years.

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
Professional development in CCSS in ELA and math, instructional strategies, classroom management strategies, and SDAIE strategies	Preservice Days for Summer School for all staff	Teachers will participate in a four hour workshop prior to the start of instruction and opening of summer school	June 4, 2018	Teachers will have the necessary supports and tools to deliver an effective instructional program to the migrant students.
There is a need for time to plan and create an enriched and fun summer program. New curriculum and assessment needs to be put in place to address student academic needs.	Summer planning and implementation	TOSA will need to plan and set up the program for summer school, create the program; train staff on what data will be analyzed and collected for the program. Train staff on new curriculum. Create Pre and post, and coordinate services with Migrant Ed staff.	June 5, 2018	Teachers will be able to conduct a good suitable education and program for the summer academy students. Transitions into and out of summer will be smoother for everyone.
<b>Describe the process used to identify staff development needs:</b>	The Director of Educational Services, Summer School principal, and TOSA will collaborate with the district's site principals to learn about the academic needs of each Migrant Education student who is registered to attend. The staff will review previous year's pre/post assessment results across the program. They will also analyze the pre-assessment for the current year to identify student needs, which will identify what the staff needs in terms of professional development for the purpose of addressing student needs. Analysis of our pre/post assessment results to inform instructional future program.			



**Direct Services**

<b>Instructional Service Staffing:</b> Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
Teachers	5	1.0			100%		
Teacher on Special Assignment (TOSA)	1	1.0			100%		
High School Tutors			4	1.0	100%		

<b>Support Service Staffing:</b> Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
Parent Liaison			1	1.0	100%		

**Service Budget:** Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.

<b>Object Code</b>	<b>Description</b> Object Code Item	<b>Narrative</b> Itemize each line item	<b>Amount</b>
1100	Certificated teachers	5 credentialed teachers (5x\$25.00/hr x 4 hours/day x 20 days + 5x\$25/hr x 8hrs/day x 2 days). 2 out of the 20 days will be worked in July of 2017. <i>2 (4hrs/day) days in July 2018 will be paid from 2018-19 DSA budget</i>	\$12,000.00
1100	TOSA	1 TOSA (\$30.00/hr x 5 hours/day x 29 days) to set up and monitor the instructional program. 2 out the 29 days were in July of 2017. <i>2 (5hrs/day) days in July 2018 will be paid from 2018-19 DSA budget</i>	\$4,350.00
2200	Classroom Tutors/Assistants	5 high school-aged tutors (5x20 days x 5 hrs/day x \$15/hr) 2 out of the 20 days will be worked in July of 2017. <i>2 (5hrs/day) days in July 2018 will be paid from 2018-19 DSA budget</i>	\$7,500.00
3000-3900	Employee Benefits	Certificated benefits: \$19,850 x 25% = \$4,962.50 Classified benefits: \$12,300 x 15%= \$1,845	\$6,807.50
4300	Materials and Supplies	Basic classroom and office supplies, grade level literature and content based materials for each classroom (\$400/classroom x 5 classrooms + \$150 for the office; Kits for Kidz: \$13.50 x 100 students; 1 Chromebook Cart (\$1,500)	\$5,000.00
4400	Inventoried Supplies	36 Chromebooks (\$214.00/each x 36 = \$7,704)	\$7,704.00
5700	Transportation	2 district buses (two roundtrips/daily: Courtland to WG to Isleton; two roundtrip/daily: Rio Vista to Isleton)One round trip in the morning and one roundtrip in the afternoon	\$6,500.00
5800	Professional Contracts	Playworks, STEM assemblies, Sly Park presentation, & Last Day of Summer School Celebration	\$15,000.00
		<b>Total</b>	\$64,861.50





## High School Graduation Summer School

**For this section include all High School Graduation programs for Summer School.**

## Completion of High School Graduation

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

Summary of Number of Students Served – High School Graduation <i>(Unduplicated Count)</i>	
Total Number of eligible Migrant Students <i>(Unduplicated count)</i>	Total Projected Number of Migrant Students to Be Served by District in 2016–17
47	20

Summary of Current Student Needs in High School Graduation			
Grade Level	Need	If Need is Met through a Non-Migrant Program, what is the Name of the Non-Migrant program?	Services Provided by Non-Migrant Program
10-12	Based on District wide assessment data identify student needs and areas for improvement to support the identified needs.  Based on SBAC results from the 15-16 school year for Grades 3-8 and 11, 34% of migrant students in RDUSD met or exceed standards in ELA, with 66% of the Migrant Education students approaching or not meeting standards in English Language Arts & Literacy. In Mathematics on the 2016 SBAC assessment, 26.5% of migrant students in RDUSD met or exceed standards, with 73.5% of the Migrant Education Students		

	approaching or not meeting standards in Mathematics. Currently 25% of migrant students district-wide are failing one or more content area classes and are at risk for not graduating.		

District that are **not** requesting MEP funds for High School Graduation complete only the two tables above, and acknowledge by placing an “X” after the following statement “District will not offer High School Graduation services for Summer 2016–17\_\_\_\_\_”

**Note: The following sections are to be completed for each High School Graduation activity.**

Proposed Service for High School Graduation Summer School				
<b>What component is this Service for?</b> (Check one) <input type="checkbox"/> ELA <input type="checkbox"/> Math <input checked="" type="checkbox"/> Both (Include description below for each if "both" was selected)				
<b>Is this Home-based or Site/Center-based?</b> (Check one) <input type="checkbox"/> Home-based <input checked="" type="checkbox"/> Site/Center-based				
<b>When will it be provided?</b> (Check one) <input type="checkbox"/> After School <input type="checkbox"/> Before School <input type="checkbox"/> Saturday <input checked="" type="checkbox"/> Summer School				
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>
	Rio Vista High	4		
	Delta High School	16		
<b>Name of Service to be Provided:</b>	Credit Recovery Summer School			
<b>Need for this service:</b>	Based on CAASPP data from the 15-16 school year, 38% of all students in RDUSD met or exceed standards in ELA on the 2016 SBAC assessment, with 62% approaching or not meeting standards. In Mathematics, 27% of all students in RDUSD met or exceeded standards on the SBAC assessment, leaving 73% approaching or not meeting standards. Our students are struggling with the increased academic language and literacy-based performance tasks that are a critical part of Common Core State Standards and its aligned summative assessments, SBAC in ELA, Mathematics, and Science. The teacher, administrator and support staff surveys from the 2016 Summer School informed the district that June has proven to be a better month to offer the summer school experience because the students are more focused on learning and teachers are more willing to extend their regular school year rather than beginning the future one early. In addition, the teachers feel strongly about offering the High School Credit			

	Recovery Summer School on the high school campuses rather than at the same site that the K-8 Summer School is being held. Motivating students to enroll and attend and recruiting teachers to teach our Summer School has been a challenge for several years. It also informed us that there is a need for more teacher training on the credit recovery programs and providing preparation time for the teachers is essential. As communication and collaboration is always a crucial component to any successful program, planning and facilitating a staff meeting is a necessity before starting the 2018 Summer School.
<b>Strategy selected to address the need:</b>	Migrant students who have failed one or more content area classes will be enrolled in the summer school academy session and in English and math workshops. In addition, high school students who are not failing coursework or in need of credit recovery will be invited to participate in various educational excursions. The Academic Counselor at each high school will review the records for each Migrant Education student and determine the courses he/she needs to recover credits for. The administrative staff will contact the student and his/her family to inform them of the summer school opportunity. The secretary will enroll the student. The teacher assigns the students the appropriate courses in Cyber High and Odysseyware. Students will arrive at summer school and will be offered a district-funded breakfast. Students will take a pre-assessment for the class they are assigned and begin completing the assignments, quizzes, tests and projects for the course. The teacher will proctor their progress and provide one-to-one intervention when needed. The teacher will monitor the progress and grade the completed work. The teachers will have one-on-one conferences with each student to provide guidance for successful completion of the courses.
<b>Expected Outcome</b>	The percentage of migrant students passing all required coursework and making progress towards graduation will increase.
<b>Academic Focus:</b>	Credit recovery in core content areas
<b>Curriculum Used:</b>	Cyber High and Odysseyware
<b>Method(s) of Instruction:</b>	Online assignments and assessments with direct one-on-one assistance with the certificated teachers
<b>Proposed Schedule for Delivery of Services:</b> Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across district.	

Minutes per Day Range	Days per Week Range	Number of Weeks Range	Number of Students to be Served at Each Grade Level				Start Date	End Date
			Grade Level to be Served	PFS at each Grade Level	Non-PFS Migrant at each Grade Level	Total at each Grade Level		
240	5	4	10 <sup>th</sup>	2	4	6	6/6/18	7/3/18
240	5	4	11 <sup>th</sup>	5	3	8	6/6/18	7/3/18
240	5	4	12 <sup>th</sup>	4	2	6	6/6/18	7/3/18

*District requesting exemptions from the requirements of EC 54444.3 as it pertains to **Summer School** minutes, must seek written approval from the State Superintendent of Public Instruction. For further information, refer to the instructions.*

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>
Embedded Assessment in the Online Programs	June 7-14, 2017	June 27-July 3, 2017
	June 6-13, 2018	June 26-July 3, 2018

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	Meetings with high school academic counselors, district and site administrators and teachers monitoring and providing support for the online classes
<b>Surveys:</b>	None
<b>Observations:</b>	The TOSA will be observing and providing technology support for both sites. She will provide feedback to the Director of Educational Services for improvements for our future program.

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
Teachers need training on both credit recovery programs offered and how to utilize the program to assign classes, monitoring the students' progress on assignments and assessments, verify credits earned to best meet students' needs	Online Credit Recovery Programs: Odysseyware and Cyber High	Teachers will be trained in both Cyber High and Odysseyware on how to enroll, assign, monitor and assess coursework as the student progresses through the assigned course.	May 2017 (specific day: TBD)	Students will earn their credits needed to graduate high school and stay on track for graduation.
<b>Describe the process used to identify staff development needs:</b>	Teacher interviews to get feedback and assess levels of expertise and experience in utilizing the programs.			



**Direct Services**

**Instructional Service Staffing:** Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
Teacher	2	1.0			100%		

**Support Service Staffing:** Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
TOSA	1	1.0			100%		

**Service Budget:** Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.

Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
1100	Certificated teacher	2 credentialed teachers to support credit recovery program \$25.00/hour x 4.5 hours/day x 20 days <i>2 (4hrs/day) days in July 2018 will be paid from 2018-19 DSA budget</i>	\$4,726
1100	TOSA	1 TOSA to provide technology support for the students and teachers (\$25.00/hr x 4hrs/day x 20 days); <i>2 (4hrs/day) days in July 2018 will be paid from 2018-19 DSA budget</i>	\$2,000
3000-3900	Employee Benefits	Mandatory Certificated Benefits (\$6,726 x 25% =	\$1,682

		\$1,681.50)	
5700	Transportation	District buses (Round Trip: Courtland to WG to Clarksburg to Courtland) One trip in mid-afternoon and one round trip in the late afternoon	\$4,000
5800	Professional Contracts	1 day of training (\$2,500); Odysseyware Contracts (4 x \$300/license)	\$3,700
		<b>Total</b>	\$16,108

## OSY Summer School

**For this section include all OSY programs for Summer School.**

**Completion of OSY**

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

<b>Summary of Number of Students Served – OSY (Unduplicated Count)</b>	
Total Number of eligible OSY ( <i>Unduplicated count</i> )	Total Projected Number of OSY to Be Served by District in 2016–17

<b>Summary of Current Student Needs in OSY</b>			
<b>Grade Level</b>	<b>Need</b> Based on District wide assessment data identify student needs and areas for improvement to support the identified needs.	<b>If Need is Met through a Non-Migrant Program, what is the Name of the Non-Migrant program?</b>	<b>Services Provided by Non-Migrant Program</b>

District that are **not** requesting MEP funds for OSY complete only the two tables above, and acknowledge by placing an “X” after the following statement “District will not offer OSY services for 2016–17\_X”

***Note: The following sections are to be completed for each OSY activity.***

Proposed Service for OSY Summer School				
<b>What component is this Service for?</b> (Check one) <input type="checkbox"/> ELA <input type="checkbox"/> Math <input type="checkbox"/> Both (Include description below for each if “both” was selected)				
<b>Is this Home-based or Site/Center-based?</b> (Check one) <input type="checkbox"/> Home-based <input type="checkbox"/> Site/Center-based				
<b>When will it be provided?</b> (Check one) <input type="checkbox"/> Weekdays <input type="checkbox"/> Saturday <input type="checkbox"/> Other (describe):				
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>
<b>Name of Service to be Provided:</b>				
<b>Need for this service:</b>				
<b>Strategy selected to address the need:</b>				
<b>Expected Outcome</b>				
<b>Academic Focus:</b>				
<b>Curriculum Used:</b>				

<b>Method(s) of Instruction:</b>	
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**Proposed Schedule for Delivery of Services:** Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across district.

Minutes per Day Range	Days per Week Range	Number of Weeks Range	Number of Students to be Served at Each Grade Level		Start Date	End Date
			Age	Total at Each Grade Level		

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	
<b>Surveys:</b>	
<b>Observations:</b>	



<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
<b>Describe the process used to identify staff development needs:</b>				

**Direct Services**

**Instructional Service Staffing:** Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Support Service Staffing:** Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Service Budget:** Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.

Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
			<b>Total</b>

## Parent Involvement Summer School

**For this section include all Parent Involvement activities for Summer School. With the exception of the SPAC Conference, activities related to PAC must go in the Parent Advisory Council section.**

**Completion of Parent Involvement**

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

<b>Summary of Current Student Needs in Parent Involvement</b>		
<b>Number of Migrant Students</b>	<b>Need</b> Based on District wide assessment data identify student needs and areas for improvement to support the identified needs.	<b>Parent Needs</b> Based on District wide assessment data identify student needs and areas for improvement to support the identified needs.

**Note: The following sections are to be completed for each Parent Involvement activity.**

Proposed Service for Parent Involvement Summer School				
<b>Is this Home-based or Site/Center-based?</b> (Check one) <input type="checkbox"/> Home-based <input type="checkbox"/> Site/Center-based <b>When will it be provided?</b> (Check one) <input type="checkbox"/> After School <input type="checkbox"/> Before School <input type="checkbox"/> Saturday <input type="checkbox"/> Other (describe):				
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>	<b>School/Site</b>	<b>Projected Number of Students Served by District</b>
<b>Name of Service to be Provided:</b>				
<b>Need for this service:</b>				
<b>Strategy selected to address the need:</b>				
<b>Expected Outcome</b>				
<b>Academic Focus:</b>				
<b>Curriculum Used:</b>				
<b>Method(s) of Instruction:</b>				

How Often will this service be delivered?	Total Number of Parents to be Served	Approximate Start Date	Approximate End Date

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	
<b>Surveys:</b>	
<b>Observations:</b>	

<b>Parent Communication Plan:</b> In the space below, describe who, how and when parents will be informed about ALL summer services provided for migrant students.	
<b>Who:</b>	
<b>When:</b>	

How:	
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<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
<b>Describe the process used to identify staff development needs:</b>				

**Direct Services**

**Instructional Service Staffing:** Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Support Service Staffing:** Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Service Budget:** Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.

Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
			<b>Total</b>

# School Readiness Regular Year

For this section include any and all School Readiness services that will be provided during the regular school year.

## Completion of School Readiness

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

Summary of Number of Students Served – School Readiness <i>(Unduplicated Count)</i>	
Total Number of eligible Migrant Students <i>(Unduplicated count)</i>	Total Projected Number of Migrant Students to Be Served by District in 2015-16

Summary of Current Student Needs in School Readiness			
Age	Need	If Need is Met through a Non-Migrant Program, what is the Name of the Non-Migrant program?	Services Provided by Non-Migrant Program
	Based on District wide assessment data identify student needs and areas for improvement to support the identified needs.		

District that are **not** requesting MEP funds for School Readiness complete only the table above, and acknowledge by placing an “X” after the following statement “District will not offer School Readiness services for Regular Year 2016–17\_\_\_\_\_”

***Note: The rest of the section is to be completed for each School Readiness activity.***

Proposed Service for School Readiness Regular School Year						
Is this Home-based or Site/Center-based? (Check one) <input type="checkbox"/> Home-based <input type="checkbox"/> Site/Center-based						
When will it be provided? (Check one) <input type="checkbox"/> After School <input type="checkbox"/> Before School <input type="checkbox"/> Saturday						
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service. Include the projected number of students that will be served under this program.	School/Site	Projected Number of Students Served by District	School/Site	Projected Number of Students Served by District		
<b>Name of Service to be Provided:</b>						
<b>Need:</b>						
<b>Strategy:</b>						
<b>Expected Outcome</b>						
<b>Academic Focus:</b>						
<b>Curriculum Used:</b>						
<b>Method of Instruction:</b>						



**Proposed Schedule for Delivery of Services:** Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across district.

Age Range of Children	Minutes per Day Range	Days per Week Range	Number of weeks Range	Number of Children to be Served	Start Date	End Date



<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	
<b>Surveys:</b>	
<b>Observations:</b>	

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
<b>Describe the process used to identify staff development needs:</b>				

**Direct Services**

**Instructional Service Staffing:** Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Support Service Staffing:** Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Service Budget:** Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.

Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
			<b>Total</b>

# School Readiness Summer

For this section include any and all School Readiness services that will be provided during the Summer of 2017-18.

## Completion of School Readiness

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

Summary of Number of Students Served – School Readiness <i>(Unduplicated Count)</i>	
Total Number of eligible Migrant Students <i>(Unduplicated count)</i>	Total Projected Number of Migrant Students to Be Served by District in 2015-16
44	15

Summary of Current Student Needs in School Readiness			
Grade Level	Need	If Need is Met through a Non-Migrant Program, what is the Name of the Non-Migrant program?	Services Provided by Non-Migrant Program
PK	Based on District wide assessment data identify student needs and areas for improvement to support the identified needs.  For PK migrant students, there is a need to provide a summer program for those who do not have access to PK programs at existing regular school year centers in the summer. The academic learning gap increases for students who do not have access to educational programming during the summer months.		

District that are **not** requesting MEP funds for School Readiness complete only the two tables above, and acknowledge by placing an “X” after the following statement “District will not offer School Readiness services for Summer 2016–17\_\_\_\_\_”

***Note: The rest of the section is to be completed for each School Readiness activity.***

Proposed Service for School Readiness Summer School				
Is this Home-based or Site/Center-based? (Check one) <input type="checkbox"/> Home-based <input type="checkbox"/> Site/Center-based				
When will it be provided? (Check one) <input type="checkbox"/> After School <input type="checkbox"/> Before School <input type="checkbox"/> Saturday				
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service. Include the projected number of students that will be served under this program.	School/Site	Projected Number of Students Served by District	School/Site	Projected Number of Students Served by District
	Isleton	15		
<b>Name of Service to be Provided:</b>	PK Summer Academy			
<b>Need:</b>	For PK migrant students, there is a need to provide a summer program for those who do not have access to summer PK programs at existing regular school year centers. The academic learning gap increases for students who do not have access to educational programming during the summer months. The Kindergarten teachers reported that the incoming students need more exposure to listening and speaking experiences in English, a solid understanding of how to appropriately interact with peers and appropriate school behaviors, more practice in developing fine and gross motor skills as well as awareness of basic pre-reading and pre-mathematics concepts. The preschool-aged students have a difficult time maintaining focus for extended period of time. They need positive reinforcement and academic-based rewards offered for the growth and development in this area.			
<b>Strategy:</b>	Students will be served in classroom with age-appropriate furniture and equipment. Instruction will be provided in a small group setting and will focus on letter and number awareness, gross and fine motor skills, socialization, structured activities that focus on the social and emotional needs of students, and other			

	PK standards identified as areas of need in the pre-assessment. We will research and hire a professional storyteller and educational company that will bring an age-appropriate science-based presentation on-site so the students will be reward for their social growth and development and, at the same time, has content area information reinforced.
<b>Expected Outcome</b>	School readiness will be evident and students transitioning into Kindergarten will be more prepared for the regular school year.
<b>Academic Focus:</b>	Social, emotional, motor skills and basic Math and ELA skills
<b>Curriculum Used:</b>	Integrated curriculum which is focused on the social environment, daily routines, motor skills, English language development and awareness of basic pre-reading and pre-mathematics concepts
<b>Method of Instruction:</b>	Direct, small group instruction with direct assistance from an instructional aide.



**Proposed Schedule for Delivery of Services:** Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across district.

Age Range of Children	Minutes per Day Range	Days per Week Range	Number of weeks Range	Number of Children to be Served	Start Date	End Date
3-5	240	5	4	15	7/3/17	7/3/18

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>
Teacher-created Pre/Post Assessments	June 7-14, 2017	June 27-July 3, 2017
Teacher-created Pre/Post Assessments	June 6-13, 2018	June 26-July 3, 2018

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	The teacher and instructional aide will be interviewed to determine the positive aspects and challenges of the program
<b>Surveys:</b>	Parents will be asked to complete a survey to provide feedback on the overall structure and logistics of the program.
<b>Observations:</b>	The teacher will use careful observation as a formative assessment to determine increases in students' language usage and skills, students' ability to attend to tasks and participate in group settings as well as navigate a structured learning environment.

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
Prepare staff for PK programming and instructional strategies that benefit the PK student population	Instructional Strategies to Support Learning in the PK Environment	Training in the California Preschool Curriculum Framework and early literacy development and SDAIE strategies	June 5, 2018	A PK summer program that has effective lesson delivery which promotes the social, emotional, and motor skills and academic awareness and skills
<b>Describe the process used to identify staff development needs:</b>	Previous years' programming and feedback from the staff; Interview information about teacher's experience in working preschool age students and teacher's familiarity with preschool curriculum			

<b>Parent Communication Plan:</b> In the space below, describe who, how and when parents will be informed about this School Readiness service provided for migrant students.	
<b>Who:</b>	Migrant Education Staff/District Staff
<b>When:</b>	At PAC meetings and direct outreach through "All Call" phone calling system beginning mid-April
<b>How:</b>	Flyers, phone calls, in-person, announcements during Open House at the elementary schools

**Direct Services**

**Direct Services**

<b>Instructional Service Staffing:</b> Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			
Teacher	1	1.0			100%		
Instructional Aide, Bilingual Preferred			1	1.0	100%		

<b>Support Service Staffing:</b> Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

<b>Service Budget:</b> Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.			
Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
1100	Certificated Personnel	1 Certified ECE Teacher (\$25.00/hr x 4 hrs/day x 22 days) 2 of the 20 days will be delivered in July of 2017 <i>2 (4hrs/day) days in July 2018 will be paid from 2018-19 DSA budget</i>	\$2,200
2100	Instructional Aide, bilingual preferred	1 Instructional Aide (\$12.19/hr x 4 hrs/day x 18 days) <i>2 (4hrs/day) days in July 2018 will be paid from 2018-19 DSA budget</i>	\$877.68
3000-3900	Employee Benefits	Mandatory Certificated Benefits (\$2,000 x 25% = \$500)	\$631.65

		Mandatory Classified Benefits ( $\$877.68 \times 15\% = \$131.65$ )	
4300	Supplies	Age-appropriate learning supplies, equipment, and language-rich picture books	\$750
5800	Professional Contracts	Professional Author/Storyteller (1 x \$1,500) Interactive Science-Based Presentation (1 x \$1,500)	\$3,000
		<b>Total</b>	<b>\$7,459.33</b>

# Identification and Recruitment

For this section include any and all Identification and Recruitment (I&R) activities that will be provided during the 2016–17 school year by the district. Please check the appropriate box below as it applies to the district:

- A. The district provides I&R activities and the description of these activities is included in this section.
- B. The migrant region provides all I&R activities.
- C. The district and region provide I&R activities.

If “B” was selected, this section must be left blank.

Eligible migrant students will be I&R in a proper and timely manner.

To qualify for the MEP, a child is considered “migrant” if the parent or guardian is a migratory worker in the agricultural, dairy, lumber, or fishing industries and whose family has moved during the past three years. A “qualifying” move can range from moving across school district boundaries or from one state to another for the purpose of finding temporary or seasonal employment. A young adult may also qualify if he or she has moved on his or her own for the same reasons. The eligibility period is three years from the date of the last move. Eligibility is established through an interview conducted by a migrant education recruiter who visits both home and/or employment locations.

“Finding and enrolling eligible migrant children is a cornerstone of the MEP and its importance cannot be overemphasized.” (Chapter III. I&R, U.S. Department of Education, Office of Elementary and Secondary Education, Office of Migrant Education, *Non-Regulatory Guidance for the Title I, Part C Education of Migratory Children*, Washington, D.C., 2010.)

**If options A or C were selected on the prior page, please respond to the appropriate question below:**

**(A.) Provide an overview of the organizational structure (e.g., an organizational chart) of the District’s I&R personnel and a brief description of the I&R responsibilities for each role.**

**(C.) For districts in which both the regional office and district office are responsible for I&R, provide an organizational overview that specifies which activities and personnel are administered by the region and the activities and personnel that are administered at the district level. Include a brief description of key I&R responsibilities for each role.**

*Example for Option C:*

*The Region’s I&R Supervisor, I&R Coordinator, and Designated State Educational Agency (SEA) Reviewer work at the regional office along with six of the Region’s 12 recruiters. The six regional recruiters are mainly responsible for community-based recruitment. The six district-level recruiters are responsible for school-based recruitment. The Region’s I&R trainings, quality control plan and processes, and standards of practice are administered by the Region. The Region directly supervises eight I&R staff and*

*two districts supervise the remaining four recruiters.*

**Provide a copy of the District's I&R Quality Control Plan as a separate document to the application.**  
*(The District's Plan may be modeled after the State's Quality Control Plan but the State's Plan may not be provided in lieu of the District's Plan).* If the District uses a regional plan and does not have a separate quality control plan for I&R, provide the Region's Quality Control Plan.

**Briefly describe how the District and its I&R staff are incorporated in the Region's quality control processes.**

*Example:*

*The Region provides the minimum qualifications for and sits on the interview panel of all I&R candidates. The Region's I&R Supervisor and SEA Reviewer handle the initial training activities for new recruiters and coordinate monthly trainings of existing recruiters. The Region also coordinates all the recruitment activities for all recruiters. The supervision of recruiters is divided between the Region and its districts but the minimum standards for I&R are established by the Region.*

**Describe how the Migrant Office will coordinate recruitment activities with all of the districts.**

*Example:*

*The Region's I&R staff informs the district when the recruiters will be in their area and inquires if there have been any changes in regular mobility patterns, such as when families depart early to seek work in other areas, are delayed in returning to the district, or*



*return earlier than expected.*

**Describe the community in your recruiting area including locations where families live and work, major crops and peak periods, major employers, and so forth.**

**In some communities, migration patterns are well established and recruiters know where migrant families and youths live; however, migration, employment, and housing patterns change over time. What strategies will the District's I&R staff employ to look for families outside the traditional locales?**

*Example: District recruiters build a recruiting network that includes local businesses that provide supplies and services to the local agriculture industry. These local businesses offer early warning when new potential employers enter the area.*

**Describe how the District will utilize I&R staff to identify and recruit eligible migrant students.**

*Examples:*

1. *School-based: "The recruiter will provide on-site I&R support at the Santa Rita and Gavilan View school district. The recruiter will meet with school registrars, counselors and other office staff to identify new arrivals that may be migrant students."*
2. *Community-based: "The recruiter will coordinate visits with the WIC office and Immunization Clinic. The recruiter will also canvass neighborhoods and apartment complexes where migrant families live during the lettuce harvest season."*
3. *Combined (a recruiter who is assigned to school site and community-based recruiting):*

**In the tables below, provide the numbers of individuals assigned to conduct eligibility interviews and make eligibility determinations, the full-time equivalent that they spend performing I&R activities, and how and where the recruiting is carried out.**

<b>Regular School Year</b>			
<b>What type of recruiting is performed?</b>	<b>Number of recruiters in District</b>	<b>FTE in I&amp;R</b>	<b>How and where the recruiting is carried out</b>
<b>Community-based only</b>			
<b>School-based only</b>			
<b>Combined</b>			

<b>Summer/Intersession</b>
----------------------------

What type of recruiting is performed?	Number of recruiters in District	FTE in I&R	How and where the recruiting is carried out
Community-based only			
School-based only			
Combined			

I&R Staff			
I&R Supervisory and Quality Control Staff	Number of staff in this position	FTE in I&R	Describe the specific tasks the staff person performs in this position.
I&R Supervisor			
I&R Coordinator			
Designated SEA Reviewer			
Other			

I&R Budget: Please identify all costs related to I&R. For each line item, refer to and use the object codes provided in the instructions.			
Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
		Total	

# Parent Advisory Council

For this section include any and all PAC activities that will be provided during the 2016–17 school year.

## PARENT ADVISORY COUNCIL

*Note: All DSAs must contain a completed PAC section.*

**Selection of PAC Membership:** Provide a narrative summary of the means by which parents and community members are recruited and selected for membership in the PAC. Include a list of PAC members' names.

The River Delta Unified School District Migrant Education Parent Advisory Council (PAC) consists of a President, Vice President, Secretary and three alternates. The PAC officials are nominated and elected to their respective posts by the overall migrant education program membership which consists of currently eligible migrant parents in the district. The President and Vice President must have current eligibility status in the Migrant Education Program but the Secretary may be a non-migrant member of the community. The PAC must follow the adopted District PAC bylaws and conduct their meetings following the guidelines set forth in Robert's Rules of Order. PAC meetings are held monthly for a minimum of six meetings during the year in a place accessible to most of the migrant parents and at a time voted on by the members at large. All PAC meetings are open to the public. The public is encouraged to voice their opinions but cannot vote on issues concerning the Migrant Education Program.

### PAC Membership:

PAC Member Name	Eligible Migrant Parent? Yes/No
Norma Medina, President	Y
Regina Godinez, Vice President	Y
Mayra Magallon, Secretary	Y

Sonia Rios, Sargent of Arms	Y
Patricia Vasquez, Alternate	Y
<b>Involvement of PAC in MEP Activities:</b> Provide a narrative summary of the means by which the PAC is involved in the review of the Needs Assessment, planning, development of the DSA, implementation of services provided to students, and program evaluation.	
The PAC reviews the Needs Assessment at the initial meeting each year. The migrant parents are asked to provide feedback regarding the findings of the Needs Assessment and to make recommendations specific to the areas requiring attention. During the spring, the PAC members are introduced to the approved District Service Agreement (DSA) application if it is available from CDE. If the application is unavailable, the submitted draft is presented. The migrant parents provide feedback on the content and student achievement data that is included. The PAC feedback and recommendations are analyzed and decisions for revisions are made.	

<b>Training of PAC Members:</b> Identify any training that will be provided to the PAC to support quality implementation of the program.				
Need	Title	Description	Dates	Expected Outcomes
Parents continue to need awareness and understanding of the importance of the PAC and the responsibility that the committee holds	PAC Duties & Responsibilities Training	PAC members learn their assigned duties, roles and responsibilities to the program as well as develop an understanding of the associated regulations	6 meetings to be held in the 2017-2018 school year	An empowered, engaged and effective PAC that is facilitated by its membership
<b>Please describe the process used to identify the PAC training needs:</b>	Feedback will be solicited from the previous year's PAC officers and members at the final meeting of the year. Migrant Education staff and district administration will analyze the feedback, make a decisions about the type of training that is needed, and work collaboratively to identify trainers. Any trainer who is not an employee of the district requires a Board-approved professional contract.			

<b>PAC Staffing:</b> Identify the staff positions needed to support the PAC described above.							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

<b>PAC Budget:</b> Please identify all costs related to the PAC. For each line item, refer to and use the object codes provided in the instructions.			
Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
4300	Supplies	Healthy snacks and beverages for students during the 6 PAC meetings (\$600) Materials and supplies for the Migrant Parent Conference such as paper, pencils, writing pads, pens, folders, and other consumables. (\$500)	\$1,100.00
		Total	\$1,100.00

*Note: Costs related to SPAC Conference are not included in the PAC Budget section. SPAC Conference costs are included in the Parent Involvement section.*

# Other Education, Health, Nutrition, and Social Services

For this section include any and all Other Education, Health, Nutrition and Social services that will be provided during the 2016–17 school year.



**Completion of Other education, health, nutrition, and social services**

Districts that are requesting MEP funds will complete all parts of this section, repeated for each service provided.

<b>Summary of Number of Students Served – Other education, health, nutrition, and social services</b> <i>(Unduplicated Count)</i>		
Total Number of eligible Migrant Students <i>(Unduplicated count)</i>	Total Projected Number of Migrant Students to Be Served by District in 2016–17	Additional Number of Migrant Students projected to Be Served by District in 2016–17

<b>Summary of Current Student Needs in Other education, health, nutrition, and social services</b>			
Grade Level	Need	If Need is Met through a Non-Migrant Program, what is the Name of the Non-Migrant program?	Services Provided by Non-Migrant Program
	Based on District wide assessment data identify student needs and areas for improvement to support the identified needs.		

District that are **not** requesting MEP funds for other education, health, nutrition and social services complete only the two tables below, and acknowledge by placing an “**X**” after the following statement “District will not offer Other education, health, nutrition and social services for Regular Year 2016–17 \_\_\_\_\_”

**Note: The following sections are to be completed for each activity.**

Proposed Service for Other education, health, nutrition, and social services					
<b>Is this Home-based or Site/Center-based?</b> (Check one) <input type="checkbox"/> Home-based <input type="checkbox"/> Site/Center-based <b>When will it be provided?</b> (Check one) <input type="checkbox"/> After School <input type="checkbox"/> Before School <input type="checkbox"/> Saturday <input type="checkbox"/> Other: _____					
<b>Name of District(s) Served:</b> List all schools/sites that will receive the proposed service from the District. Include the projected number of students that will be served under this program.	District	Projected Number of Students Served by District	District	Projected Number of Students Served by District	
<b>Name of Service to be Provided:</b>					
<b>Need for this service:</b>					
<b>Strategy selected to address the need:</b>					
<b>Expected Outcome</b>					
<b>Academic Focus:</b>					
<b>Curriculum Used:</b>					
<b>Method(s) of</b>					

**Instruction:**

**Proposed Schedule for Delivery of Services:** Using the table below, identify the projected minutes per day, days per week, number of weeks, number of students served and approximate start and end date of this service. Provide an estimate or range if service duration varies across district.

Minutes per Day Range	Days per Week Range	Number of Weeks Range	Number of Students to be Served at Each Grade Level				Start Date	End Date
			Grade Level to be Served	PFS at each Grade Level	Non-PFS Migrant at each Grade Level	Total at each Grade Level		
			K					
			1 <sup>st</sup>					
			2 <sup>nd</sup>					
			3 <sup>rd</sup>					
			4 <sup>th</sup>					
			5 <sup>th</sup>					
			6 <sup>th</sup>					
			7 <sup>th</sup>					
			8 <sup>th</sup>					
			9 <sup>th</sup>					
			10 <sup>th</sup>					
			11 <sup>th</sup>					
			12 <sup>th</sup>					

<b>Local Quantitative Measures</b>		
<b>Local Assessments:</b> <i>(Complete for as many local assessments as will be administered to measure the effectiveness of this service. Add or delete columns as needed.)</i>		
<b>Name of Local Assessment(s)</b>	<b>Approximate Pre Test Score Collection Timeframe</b>	<b>Approximate Post Test Score Collection Timeframe</b>

<b>Local Qualitative Measures:</b> Using the table provide below, identify what qualitative data will be collected to determine the effectiveness of the service.	
<b>Interviews and Focus Groups:</b>	
<b>Surveys:</b>	
<b>Observations:</b>	

<b>Service Staff Development:</b> Identify staff development necessary to support quality delivery of the service.				
<b>Need</b>	<b>Title</b>	<b>Description</b>	<b>Dates</b>	<b>Expected Outcomes</b>
<b>Describe the process used to identify staff development needs:</b>				

**Direct Services**

**Instructional Service Staffing:** Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Support Service Staffing:** Identify the staff positions needed to provide support for the services described above (see Fiscal Handbook).

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program(s)	Name of Other Program Funding Source
	#	FTE	#	FTE			

**Service Budget:** Identify all costs related to providing the services (instructional and support) to run the service described. Include all applicable and allowable activities (see Fiscal Handbook). Do not include administration costs in this section.

Object Code	Description Object Code Item	Narrative Itemize each line item	Amount
			<b>Total</b>

# Administration

**For this section, identify all personnel needed to administer ALL services described in the District Application. You must also include an Organization Chart in this section.**



## MEP Staff Organization Chart

List all staff that work for the MEP program by providing a staff organization chart, include names.

## Personnel Needed to Administer ALL Services Submitted in the DFDA

Identify personnel needed to administer all services. A MEP administrator is a professional staff member, other than a teacher or counselor. A MEP administrator may have administrative duties, such as a project director or migrant director. Generally, if the personnel are MEP funded professional staff, not paraprofessionals, and they perform MEP administrative duties, then the LEA may consider them as MEP administrators in their job classifications.

Title	Service/Activity* RSY SS SR-RSY SR-SS PAC I&R TA/DSA	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other Program	Name of Other Program Funding Source
		#	FTE	#	FTE			
Principal ELA/Math	SS	1	1.0			50%	50%	Special Education
Principal Credit Recovery	SS	2	1.0			100%		
Secretary	SS	1	1.0			70%	30%	Special Education
Custodian	SS	1	1.0			70%	30%	Special Education

\*RSY=Regular School Year; SS=Summer School; SR-RSY=School Readiness Regular School Year; SR-SS=School Readiness Summer School; I&R=Identification & Recruitment; PAC=Parent Advisory Council; TA/DSA=Technical Assistance/DSA Monitoring Provided to District

## Administration Budget

Please identify all costs related to administration of all services of the MEP for the Regular School Year, Summer School, etc. For each line item, refer to and use the object codes provided in the instructions.

Regular School Year			
Object Code	Description Object Code Item	Narrative Itemize each line item	Amount

--	--	--	--

<b>Summer School</b>			
<b>Object Code</b>	<b>Description</b> Object Code Item	<b>Narrative</b> Itemize each line item	<b>Amount</b>
1300	Principal	.5 Principal (\$50/hr x 5 hours/day x 28 days) 2 (5hrs/day) days in July 2018 will be paid from 2018-19 DSA budget	\$3,500.00
1300	Principal	2 Principals overseeing the high school credit recovery programs (2 x \$500/each)	\$1,000
2200	Clerical Assistant	Clerical Assistant (24 days x 5 hrs/day x \$20/hr) 24 days = 2 in July 2017, 2 set up days, and 18 student contact days 2 out of the 20 days will be worked in July of 2017. 2 (5hrs/day) days in July 2018 will be paid from 2018-19 DSA budget	\$2,400.00
2900	Custodian	Custodian (24 days x 5 hrs/day x \$20/hr) ' 24 days = 2 in July 2017, 2 set up days, and 18 student contact days 2 out of the 20 days will be worked in July of 2017. 2 (5hrs/day) days in July will be paid from 2018-19 DSA budget	\$2,400.00
3000-3900	Employee Benefits	Certificated Benefits (4,500 x 25% = \$1,125) Classified Benefits (\$4,800 x 15% = \$720)	\$1,845
		<b>TOTAL</b>	<b>\$11,145</b>

<b>School Readiness – Regular School Year</b>			
<b>Object</b>	<b>Description</b>	<b>Narrative</b>	<b>Amount</b>

<b>Code</b>	<b>Object Code Item</b>	<b>Itemize each line item</b>	

<b>School Readiness – Summer School</b>			
<b>Object Code</b>	<b>Description</b> Object Code Item	<b>Narrative</b> Itemize each line item	<b>Amount</b>

<b>PAC</b>			
<b>Object Code</b>	<b>Description</b> Object Code Item	<b>Narrative</b> Itemize each line item	<b>Amount</b>

<b>Other education, health, nutrition and social services</b>			
<b>Object Code</b>	<b>Description</b> Object Code Item	<b>Narrative</b> Itemize each line item	<b>Amount</b>

<b>I&amp;R</b>			
<b>Object Code</b>	<b>Description</b> Object Code Item	<b>Narrative</b> Itemize each line item	<b>Amount</b>

## Indirect Cost Charges

X Accounting and budgeting

X Payroll preparation

X Personnel management

X Purchasing

Data Processing

Warehousing

X Facilities

X Maintenance

Communications

X Technology support

Other: (List Below)



# Program Evaluation

**Program Evaluation Timeline:** This table summarizes the activities needed to collect and reflect on the Measureable Objective data identified in each section. Use the table below to summarize the MEP and evaluation activities that will take place to measure the effectiveness of 2016–17 services.



Program and Evaluation Activities	Who is Responsible	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Achieved
<b>Program Activities</b>														
Speech & Debate	MEP (IPS) RDUSD staff and administration							X	X	X	X			
Cyber High Credit Recovery	MEP (IPS) RDUSD staff and administration			X	X	X	X	X	X	X	X			
K-8 ELA/Math Summer School	MEP (IPS) RDUSD staff and administration	X											X	
Summer Credit Recovery	MEP (IPS) RDUSD staff and administration	X											X	
Preschool Summer Academy	MEP (IPS) RDUSD staff and administration	X											X	
Migrant Parent Conference	MEP (IPS) & RDUSD administration									X				
<b>Evaluation Activities</b>														
Speech & Debate	Speech and Debate Coach							X				X		
Cyber High Credit Recovery	Credit Recovery				X				X				X	

	Teacher																		
K-8 ELA/Math Summer School	Teachers and TOSA	X																	X
Summer Credit Recovery	Credit Recovery Teachers	X																	X
Preschool Summer Academy	Preschool Teacher	X																	X
Migrant Parent Conference	MEP (IPS) and RDUSD Administration												X						

# Required Documents Checklist

When application is complete, submit one hard copy (with original signatures) and electronic copies of these documents to the Migrant Region:

- 2016–17 Signed DSA
- Legal Assurances
- 2016–17 District Budget (ME-1)
  - Detail Pages
- Most updated MEP inventory list
- Job duty statements for all MEP staff

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



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

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

From: Don Beno, Superintendent

Item Number: 10.19

**SUBJECT**      Donations

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

**Background:**

**Donations to Receive and Acknowledge:**

**Bates Elementary School – Associated Student Body**

Excel Photographers - \$129.52

**Delta High School – Scholarship Fund**

Bank of Rio Vista - \$1,500

**Delta High School – Tyler Uslan Scholarship Fund**

Gordon T. and Melissa A. Egan Family Foundation - \$5,000

**Rio Vista High School – From Rio Vista Athletic Boosters**

\$350 - School Screenagers Project

\$250 – RVHS Softball Team

\$250 – AFS Club

**Rio Vista High School**

Isleton Lions Club - \$300 – RVHS Golf Team

Rio Vista Rotary Club - \$1,000 – KRVH / Radio Rio Program

Soroptimist International of Rio Vista - \$500 – RVHS Swimming Team

**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:** April 18, 2017 Attachments: \_\_\_x\_\_\_

**From:** Elizabeth Keema-Aston, Chief Business Officer Item Number: \_11\_

**SUBJECT** Action: \_x\_\_\_  
Contract Extension for one year to retain Sodexo as the Food Consent Action: \_\_\_  
Service Manager for River Delta USD. Information Only: \_\_\_

**Background:**

River Delta USD has contracted with Sodexo to provide Food Service Management for the district. Our current contract was negotiated in June 2014. This will be the districts 3rd of 5 one year extension options available through FY 2018-19.

**Status:**

The district is asking the board to approve the extension for FY 2017-18 and retain Sodexo as the districts Food Service Management.

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

**Other People Who Might Be Present:** N/A

**Cost &/or Funding Sources**

Fees to be paid from revenues received in the Cafeteria Fund for meals served.

**Recommendation:**

That the Board approve the extension of the current contract for FY 2017-18.

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

**CONTRACT AMENDMENT**

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 Pages

AGREEMENT NUMBER Food service Management Agreement	AMENDMENT NUMBER <b>3</b>
REGISTRATION NUMBER	

- This Agreement is entered into between the School Food Authority and Contractor named below:  
SCHOOL FOOD AUTHORITY'S NAME  
**River Delta Unified School District**  
FOOD SERVICE MANAGEMENT COMPANY'S NAME  
**Sodexo America, LLC**
- The term of this Agreement is July 1, 2017 through June 30, 2018
- The maximum dollar amount of this contract is equal to the fixed cost per meal of \$1.6660 for Breakfast, \$1.8660 for Lunch, \$2.1838 for Dinner and \$0.4665 for Snack, and \$1.8660 for Equivalent Meals multiplied by the number of meals served.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - The parties have agreed to renew the Agreement for an additional one-year period pursuant to Section II.A of the Agreement. There are up to one (1) additional one-year renewal options available.
  - The following "Fixed Meal Rate Per Meal" table shall supersede and replace the current table contained in Exhibit B of the Agreement:

FIXED MEAL RATE PER MEAL			
LINE ITEM	UNITS	RATE	TOTAL
Breakfast	70,501	\$1.6660	\$117,455
Lunch	173,178	\$1.8660	\$323,150
Dinner	44,370	\$2.1838	\$96,895
Snack	13,675	\$0.4665	\$6,379
Non-Reimbursable Meals @ \$3.00 per meal equivalent conversion	13,827	\$1.8660	\$25,801
<b>Total Meals, Rate &amp; Total</b>	<b>315,551</b>		<b>\$569,681</b>

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>FOOD SERVICE MANAGEMENT COMPANY</b>		CALIFORNIA Department of Education Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Sodexo America, LLC</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jude Medeiros, Vice President</b>		
ADDRESS <b>9801 Washingtonian Blvd. Gaithersburg, MD</b>		
<b>SCHOOL FOOD AUTHORITY</b>		
SCHOOL FOOD AUTHORITY NAME <b>River Delta Unified School District</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Don Beno, Superintendent</b>		
ADDRESS <b>445 Montezuma Street, Rio Vista, CA 94571</b>		

Exempt per:

## CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

**Sodexo America, LLC**

\_\_\_\_\_  
Name of FSMC

\_\_\_\_\_  
Name of SFA

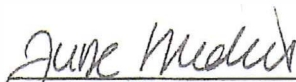
(A) By submission of this offer, the offeror (FSMC) certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the offeror certifies that:

- (4) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (5) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):



\_\_\_\_\_  
Signature of FSMC's  
Authorized Representative

**Vice President NorAm Operations Schools**

\_\_\_\_\_  
Title

*12-2-10*

\_\_\_\_\_  
Date

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

\_\_\_\_\_  
Signature of SFA's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NOTE: Accepting a Respondent's offer does not constitute award of the contract.

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**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR*, Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR*, Section 3017.200:

1. The contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Sodexo America, LLC.

Contractor/Company Name

Award Number, Contract Number, or Project Name

Jude Medeiros, Vice President NorAm Operations Schools

Name(s) and Title(s) of Authorized Representatives

Jude Medeiros

Signature(s)

\_\_\_\_\_

Date

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## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Actions</b> <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Types:</b> <input checked="" type="checkbox"/> a. initial filing b. material change For Material Change Only: Year <input type="text"/> quarter <input type="text"/> Date of last report <input type="text"/>
<b>4. Name and Address of Reporting Entity:</b> Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878  <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and A</b>  Address of Prime:  Congressional District, if known: N/A
<b>6. Federal Department/Agency:</b> U.S. Congress Department of Defense USDA	<b>7. Federal Program Name/Description</b>  CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b> Unknown	<b>9. Award Amount, if known:</b> \$ <input type="text"/> Unknown	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878	<b>b. Individuals Performing Services</b> (Including address if different from No. 10a) (last name, first name, MI): Montoya, Jessica; and Bukar, Nancy	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment</b> (check all that apply): <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply): a. <input type="checkbox"/> retainer b. <input type="checkbox"/> one-time fee c. <input type="checkbox"/> commission d. <input type="checkbox"/> contingent fee e. <input type="checkbox"/> deferred f. <input checked="" type="checkbox"/> other, specify: <span style="border: 1px solid black; padding: 2px;">In House Government Affairs Department</span>	
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/> value <input type="text"/>		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment indicated on Item 11:</b>  Sodexo has not conducted any lobbying activities related to this or any other federal contract. Lobbying activities focus on general issues being addressed by the federal government.		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>16. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>16. Information requested through this form is authorized by title 31 U.S.C., Section 1352.</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <input type="text" value="Jude Medeiros"/> Print Name: <input type="text" value="Jude Medeiros"/> Title: <input type="text" value="Vice President NorAm Operations Schools"/> Telephone No.: <input type="text" value="415-265-0074"/> Date: <input type="text" value="12-2-16"/>	
Federal Use Only: _____		Authorized for Local Reproduction Standard Form - LLL



## Drug Free Workplace

Certification regarding state and federal drug-free workplace requirements.

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**Note:** Any entity, whether an agency or an individual, must complete, sign, and return this certification with its grant application to the California Department of Education.

### Grantees Other Than Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations (CFR)* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace
    2. The grantee's policy of maintaining a drug-free workplace
    3. Any available drug counseling, rehabilitation, and employee assistance programs
    4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    1. Abide by the terms of the statement
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
  - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
-

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code)

Check [ ] if there are workplaces on file that are not identified here.

### Grantees Who Are Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Organization: Sodexo America, LLC.

Name of Program: Food Nutrition Services

Printed Name and Title of Authorized Representative: Jude Medeiros, Vice President NorAm Operations Schools

Signature: Jude Medeiros Date: 12-2-16

**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:   YES (1)  

From: Elizabeth Keema-Aston , Chief Business Officer

Item Number:   12  

**SUBJECT: Rio Vista High School – Gymnasium Roof and Gutter Systems**

Action:   YES  

Consent Action:           

Request approval of Change Orders #1 for the Rio Vista High School – Gymnasium Roof and Gutter Systems project.

Information Only:           

**Background:**

The Contract was awarded to Southwest Construction and Property Management, San Bruno, CA in the amount of \$192,200.00. A Notice to Proceed was issued effective October 10, 2016. Total Contract Increase by this Change Order is: \$15,227.89.

This action is to approve/ratify the changes made to the project pursuant to the procedures established by the Board.

**Contract Summary**

Contract Amount:                 \$192,200.00   Awarded September 29, 2016

Total Change Order item:         15,227.89   (See Attachment)

Revised Contract Amount:         \$207,427.89

**Status:**

This is the final change order.

**Presenter:** Elizabeth Keema-Aston

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

SFID #1

**Recommendation:**

Request Board approval Of Change Order #1.

Time:            5 mins.

**CHANGE ORDER #1**

Distribution to:  
 OWNER   
 ARCHITECT   
 CONSTRUCTION MANAGER   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT:  
 Rio Vista High School, Gymnasium Roof and Gutter Systems  
 410 South 4<sup>th</sup> Street, Rio Vista, CA 94571

CHANGE ORDER NUMBER: 1

INITIATION DATE: February 8, 2017

TO (Contractor):

ARCHITECT'S PROJECT No.: N/A

Southwest Construction & Property Management

CONSTRUCTION MANAGER'S  
 PROJECT No.: RVD025

CONTRACT FOR: Roof and Gutter Systems

CONTRACT DATE: September 29, 2016

You are directed to make the following changes in this Contract: **Upper Roof** – Furnish and install underlayment ice & water shield over filler piece and a flat piece of Kynar 500 piece of 24 Ga flashing (+/- 6") to cover the exposed wood directly behind the gutters. Flashing to provide 2" of coverage over the wall panel. **Lower Roof** – Furnish and install ice & water shield behind the metal gutters to cover the exposed wood.

Not valid until signed by the Owner, the Architect and the Construction Manager.  
 Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time

The original Contract Sum was .....	\$	192,200.00
Net change by previously authorized Change Orders .....	\$	0.00
The Contract Sum prior to this Change Order .....	\$	192,200.00
The (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$	15,227.89
The new (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) including this Change Order will be .	\$	207,427.89
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) (unchanged) by this Change Order	( 0 )	Days
The Date of Substantial Completion as of the date of this Change Order therefore is		<u>November 25, 2016</u>

Recommended:

RGM and Associates  
 CONSTRUCTION MANAGER

3230 Monument Way  
 ADDRESS

Concord, CA 94518

BY *James Panouros*  
 DATE 2/16/17

Southwest Construction & Property Management  
 CONTRACTOR

1213 San Mateo Avenue  
 ADDRESS

San Bruno, CA 94066

BY *James Gardner, Vice President*  
 DATE 2/16/2017

Approved:

N/A  
 ARCHITECT

N/A  
 ADDRESS

BY N/A

DATE N/A

River Delta Unified School District  
 OWNER

445 Montezuma Street  
 ADDRESS

Rio Vista, CA 94571

BY \_\_\_\_\_  
 DATE \_\_\_\_\_

**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:   YES (1)   Item

From: Elizabeth Keema-Aston, Chief Business Officer

Number:   13  

**SUBJECT: Rio Vista High School – Gymnasium Roof and Gutter Systems**

Action:   YES  

Consent Action:           

Information Only:           

Request Board Approval to file a Notice of Completion for the Gymnasium Roof and Gutter Systems at Rio Vista High School.

**Background:**

Final completion for the re-roofing and gutter systems at the gymnasium and appurtenant work was completed on February 8, 2017. This Notice of Completion and recording at the County Recorder's Office sets in motion the 35 day hold period before final retention can be released.

**Status:**

**Presenter:** Elizabeth Keema-Aston

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

SFID #1

**Recommendation:**

Request Board Approval to file a Notice of Completion for the Gymnasium Roof and Gutter Systems at Rio Vista High School.

Time:           5 mins.

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Recording requested by

RECORDED:

Owner – River Delta Unified School District  
GC 6103

When recorded mail or deliver to:

**RIVER DELTA UNIFIED  
SCHOOL DISTRICT**  
445 Montezuma Street  
Rio Vista, CA 94571

Attn: Don Beno, Superintendent

For Recorder's Use

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**NOTICE OF COMPLETION**

By the Governing Board of the River Delta Unified School District, Solano County, California

THE GOVERNING BOARD OF THE ABOVE-ENTITLED SCHOOL DISTRICT RESOLVES, AND HEREBY GIVES NOTICE, THAT:

OWNER: River Delta Unified School District

The address of this School District is 445 Montezuma Street, Rio Vista, California 94571.

The APN# is 0049-12-56

The Nature of the Interest or estate of the undersigned is fee.

On September 29, 2016 this District contracted with Southwest Construction and Property Management, 1213 San Mateo Avenue, San Bruno CA 94066, as Contractor, and with Western Surety Company, whose principal office is in Woodland Hills, California, as surety, for a work of improvement **Gymnasium Roof and Gutter Systems** to be performed on the District's grounds at Rio Vista High School, Rio Vista, California.

It has been certified to this Board that this work has been inspected and complies with the Agreement, and that the Contractor completed the work on February 8, 2017.

THEREFORE, IT IS RESOLVED THAT the work of improvement described above is accepted as completed, and the Clerk/Secretary is directed to have filed for record a copy of this Resolution and Notice as a Notice of Completion in connection with that contract.

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**CERTIFICATION AND VERIFICATION**

I hereby certify that the foregoing is a true and correct copy of a resolution and acceptance entered in the minutes of a meeting of said Governing Board held on March 14, 2017;

and I declare under penalty or perjury that the foregoing is true and correct.

Dated: March 14, 2017, at Rio Vista, California

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Clerk/Secretary of the Governing Board of the  
River Delta Unified School District

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



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017

Attachments:  X

From: Don Beno, Superintendent

Item Number: 14

Action:  X

**SUBJECT**

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

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 December 2016 which need to be approved for *first reading*.

These policies, etc., will be submitted for second reading for final approval and adoption at the May 9, 2017 Board meeting.

**Presenter** Don Beno

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

**Cost &/or Funding Sources**

**Recommendation:**

That the Board approve the *first reading* of these policies and regulations resulting from legislation effective prior to December 2016.

Time: 5 mins.

**POLICY GUIDE SHEET**  
**December 2016**  
**Page 1 of 3**

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

**AR 1340 - Access to District Records**

(AR revised)

Regulation updated to reflect **NEW LAW** (AB 2843, 2016) which prohibits disclosure of employees' personal cell phone numbers and birth dates, and **NEW LAW** (AB 2853, 2016) which authorizes the district, in response to a public records request, to post public records on its web site and refer the requesting member of the public to the location of the records on the web site. Regulation also revised to clarify access to documents containing names, salaries, and pension benefits of district employees and to records pertaining to claims and litigation against the district.

**BP/AR 3311 - Bids**

(BP/AR revised)

Policy and regulation updated to move some material into new BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures, AR 3311.2 - Lease-Leaseback Contracts, AR 3311.3 - Design-Build Contracts, and AR 3311.4 - Procurement of Technological Equipment. Regulation also revises section on "Award of Contract" to expand the exceptions to awarding contracts based on lowest responsible bidder to include lease-leaseback contracts, which are based on "best value" as defined.

**BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures**

(BP/AR added)

New policy and regulation include material formerly in BP/AR 3311 - Bids pertaining to requirements of the Uniform Public Construction Cost Accounting Act (UPCCAA). Policy also adds prohibition against splitting a project or purchase into smaller work orders in order to evade requirements for competitive bidding, and legal authority to suspend the UPCCAA bidding process for the replacement or repair of a school facility in cases of emergency. Regulation also clarifies the requirement to disseminate the bid notice to the district's list of contractors.

**AR 3311.2 - Lease-Leaseback Contracts**

(AR added)

New regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for awarding lease-leaseback contracts. Material significantly revised to reflect **NEW LAW** (AB 2316, 2016) which no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process.

**AR 3311.3 - Design-Build Contracts**

(AR added)

New regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for awarding design-build contracts. Minor editorial changes made to clarify the process and more directly reflect law.

**AR 3311.4 - Procurement of Technological Equipment**

(AR added)

New regulation includes material formerly in BP/AR 3311 - Bids pertaining to requirements for the "competitive negotiation" process authorized for procurement of computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus.



**POLICY GUIDE SHEET**  
**December 2016**  
**Page 2 of 3**

**AR 3543 - Transportation Safety and Emergencies**

(AR revised)

Regulation updated to reflect **NEW LAW** (SB 1072, 2016) which (1) expands the required components of the transportation safety plan to include procedures to ensure that a student is not left unattended on the bus and procedures for designating an adult chaperone to accompany students on a student activity bus, and (2) requires installation of a child safety alert system on school buses by the beginning of the 2018-19 school year. Regulation also reflects **NEW LAW** (AB 1785, 2016) which prohibits a bus driver from using any electronic wireless communications device while driving, except when the device is voice-operated and used in hands-free mode or with a function that requires only a single swipe or tap of the driver's finger.

**BP/AR 4030 - Nondiscrimination in Employment**

(BP/AR revised)

Policy and regulation updated to reflect **NEW STATE REGULATIONS** (Register 2015, No. 50), as renumbered, which specify certain requirements to be included in district policy or regulation and extend protections against discrimination to unpaid interns and volunteers. Policy also adds requirement to post the California Department of Fair Employment and Housing publication on workplace discrimination and harassment, and reflects **NEW LAW** (SB 1063, 2016) which prohibits the payment of different wage rates based on race or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation. Regulation reflects provisions of new state regulations regarding training of supervisors and dissemination of the district's nondiscrimination policy to all employees.

**BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment**

(BP/AR revised)

Policy and regulation updated to reflect **NEW STATE REGULATIONS** (Register 2015, No. 50), as renumbered, which extend protections against sexual harassment to unpaid interns and volunteers, require districts to instruct supervisors to report complaints, and revise requirements pertaining to the training of supervisory employees.

**BP 5030 - Student Wellness**

(BP revised)

Policy updated to reflect **NEW FEDERAL REGULATIONS** (81 Fed. Reg. 50151) which address the content of the wellness policy, assurance of stakeholder participation in the development and updates of the policy, and periodic assessment and disclosure of compliance. Policy also reflects **NEW STATE LAW** (SB 1169, 2016) which no longer requires posting of district policy on nutrition and physical activity within cafeterias/eating areas, but does require annually informing the public of the content and implementation of the policy.

**AR 5111.1 - District Residency**

(AR revised)

Policy updated to reflect **NEW LAW** (SB 1455, 2016) which establishes residency within the district for enrollment purposes to students whose parent/guardian is transferred or pending transfer into a military installation within district boundaries. Policy also reflects **NEW LAW** (AB 2537, 2016) which indefinitely extends district authority to grant Allen Bill transfers for students whose parent/guardian is employed within district boundaries for a minimum of 10 hours during the school week.

**BP 5116.2 - Involuntary Student Transfers**

(BP added)

New policy reflects **NEW LAW** (SB 1343, 2016) which authorizes districts to involuntarily transfer a student who has been convicted of a specified violent felony or a misdemeanor associated with possession of a firearm, whenever the student is enrolled at the same school as the victim of the crime for which he/she was convicted. In order to exercise this authority, the district is mandated to adopt policy with specified components and provide notice of the policy to parents/guardians as part of the annual parental notification.

**POLICY GUIDE SHEET**  
**December 2016**  
**Page 3 of 3**

**BP/AR 5141.21 - Administering Medication and Monitoring Health Conditions**

(BP/AR revised)

Policy and regulation updated to delete requirements related to the administration of medication in cases of epileptic seizures, as Education Code 49414.7 repeals by its own terms on January 1, 2017, and to clarify that districts may continue to administer such medication under the general authority in state law. Policy and regulation also reflect **NEW LAW** (AB 1748, 2016) which authorizes districts to stock and administer medication in cases of opioid overdose. Regulation also revises definition of epinephrine auto-injector pursuant to **NEW LAW** (AB 1386, 2016).

**BP 6146.1 - High School Graduation Requirements**

(BP revised)

Policy updated to reflect **NEW LAW** (AB 2306, 2016) which generally exempts from district-established graduation requirements any student who transfers into a district school from a juvenile court school after the second year of high school, unless it is determined that the student is reasonably able to complete the requirements in time to graduate by the end of his/her fourth year of high school.

**BP/AR 6154 - Homework/Makeup Work**

(BP revised; AR deleted)

Policy updated for consistency with BP 5121 - Grades/Evaluation of Student Achievement and research on effective grading practices, as summarized in recent CSBA governance brief, including optional language providing for full credit to be given for makeup work satisfactorily completed within a reasonable time, regardless of whether the absence is due to an excused or unexcused absence. Policy also addresses guidelines for the assignment of homework, communication of homework expectations to students and parents/guardians, and resources to assist students in completing homework and developing good study habits. Regulation deleted and key concepts moved to BP.

**BP/AR 6164.6 - Identification and Education Under Section 504**

(BP/AR revised)

Policy updated to add requirement to address the needs of students with disabilities in the district's local control and accountability plan. Regulation updated to reflect **NEW FEDERAL REGULATIONS** (81 Fed. Reg. 53203) which primarily revise definitions used in the Americans with Disabilities Act.

**AR 6173.3 - Education for Juvenile Court School Students**

(AR added)

New regulation reflects educational rights of former juvenile court school students who transition into a district school, pursuant to **NEW LAW** (AB 2306, 2016). These include rights related to the immediate enrollment of such students, the immediate transfer of educational records, the transfer of coursework and credits, and exemption from district-established graduation requirements under certain conditions.

**BB 9240 - Board Training**

(BB revised)

Bylaw retitled and updated to address the purposes and importance of board training, recommended topics of training for new and first-term board members, and the district's process for selecting board training activities. The bylaw also reinforces the prohibition against a majority of the board members discussing district business of a specific nature while attending a conference or similar public gathering.

**BB 9323 - Meeting Conduct**

(BB revised)

Bylaw updated to reflect **NEW LAW** (AB 1787, 2016) which requires the board to provide a member of the public who uses a translator at least twice the allotted time to address the board during board meetings, unless simultaneous translation equipment is used. Bylaw also clarifies that the board may refer a member of the public to an appropriate complaint procedure, but cannot prohibit criticism of district employees, programs, or policies during a board meeting.

# CSBA Sample Administrative Regulation

Community Relations

AR 1340(a)

## ACCESS TO DISTRICT RECORDS

Note: Article I, Section 3 of the California Constitution grants any person the right to access information concerning meetings and writings of state and local government bodies, officials, and agencies as long as the constitutional rights of privacy and due process are protected. Courts broadly interpret rules or laws granting access and narrowly interpret those denying access; thus, the burden is on the district to demonstrate the need for restricting access to public records.

The following **optional** administrative regulation lists those records defined as public and, **in contrast, those defined and** as confidential **to which there is no public access, and It** is not intended to provide an all-inclusive list of **all of the** records that may be **defined as either** public **and** or confidential.

### Definitions

Note: Pursuant to Government Code 6252, a "public record" includes any writing that relates to district business as defined below.

Emails discussing district business are considered public records. However, the law is unclear as to whether emails discussing district business sent from an employee's or Governing Board member's home computer or personal digital assistant would be considered a public record that is "retained in the normal course of business" and thus subject to disclosure. **Although an appellate court ruled that the California Public Records Act does not require public access to communications by public officials using exclusively private cell phones or email accounts, the case has been appealed to the California Supreme Court.** If a district receives a request for such records, legal counsel should be consulted, as appropriate. See BB 9012 - Board Member Electronic Communications.

*Public records* include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)

(cf. 9012 - Board Member Electronic Communications)

*Writing* means any handwriting, typewriting, printing, photostating, photographing, **photocopying**, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

*Member of the public* means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of his/her membership, agency, office, or employment. **(Government Code 6252)**

## ACCESS TO DISTRICT RECORDS (continued)

### Public Records

Note: While not specifically enumerated in Government Code 6252, items #1- <b>415</b> below are items which fall within the definition of "public records."
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Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)

*(cf. 3100 - Budget)*

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

2. Statistical compilations

3. Reports and memoranda

4. Notices and bulletins

5. Minutes of public meetings (Education Code 35145)

*(cf. 9324 - Minutes and Recordings)*

6. Meeting agendas (Government Code 54957.5)

*(cf. 9322 - Agenda/Meeting Materials)*

7. Official communications between the district and other government agencies

8. School-based program plans (Education Code 52850)

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

9. Information and data relevant to the evaluation and modification of district plans

*(cf. 0440 - District Technology Plan)*

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

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.3 - Title I Program Improvement Districts)*

10. Initial proposals of exclusive employee representatives and of the district (Government Code 3547)

*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

**ACCESS TO DISTRICT RECORDS** (continued)

Note: Although Government Code 6254 exempts from disclosure those records pertaining to pending litigation, the Attorney General opined in 71 Ops.Cal.Atty.Gen. 235 (1988) that records predating the filing of **the lawsuit are subject to** ~~the documents initiating the lawsuit are not exempt from~~ disclosure. In Fairley v. Superior Court, a California Court of Appeal concurred and ~~further~~ held that documents were exempted only if **they were** prepared for use in litigation. **(See item #2 in the section "Confidential Records" below.)** The following item reflects the opinion of the court and the Attorney General. The Board should consult legal counsel if it believes that **any tort claim or other** document related to litigation should not be disclosed.

11. **Records pertaining to claims and litigation against the district which have been adjudicated or settled** ~~Claims filed against the district and records pertaining to pending litigation~~ (Government Code **6254**, 6254.25; Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235 (1988))

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

12. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

(cf. 9270 - *Conflict of Interest*)

Note: Generally, the names and salaries of public employees are subject to disclosure **under the Public Records Act. However, in International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, the California Supreme Court held that the salaries of public employees, linked to individual employee names (including peace officers), must be disclosed., the California Supreme Court** ~~The court~~ recognized that, in some circumstances **instances**, the salaries of certain employees might be exempt from disclosure, depending on the facts and circumstances. ~~of the particular individual (e.g., anonymity of an undercover police officer); however, the presumption is that salary records are open and the burden is on the district maintaining the record to demonstrate why the particular record would be exempt from disclosure.~~ **Additionally, in Sacramento County Employees Retirement System v. Superior Court, a California Court of Appeal held that the names and corresponding pension benefits of members of a county retirement system are subject to disclosure and are not considered "individual records of members" protected by Government Code 31532.**

- 13. Documents containing names, salaries, and pension benefits of district employees**

- 1314.** Employment contracts and settlement agreements (Government Code 53262)

(cf. 2121 - *Superintendent's Contract*)

(cf. 4117.5/4217.5/4317.5 - *Termination Agreements*)

(cf. 4141/4241 - *Collective Bargaining Agreement*)

Note: ~~The following item reflects an Attorney General Opinion (64 Ops.Cal.Atty.Gen. 186 (1981)) which opined that, a person must, upon request, be provided a copy of a textbook or other written instructional material unless the provision would result in a copyright infringement or unreasonable burden to the district. In addition, pursuant to Education Code 49091.10, parents/guardians must be allowed to inspect all instructional materials. See BP/AR 5020 - Parent Rights and Responsibilities.~~

## ACCESS TO DISTRICT RECORDS (continued)

**1415.** Instructional materials including, but not limited to, textbooks (**Education Code 49091.10** ~~64 Ops. Cal. Atty. Gen. 186 (1981)~~)

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

Note: In accordance with Government Code 6252.5, Board members have the same access to public records of the district as do members of the public. When Board members are authorized to access public records, Government Code 6252.7 prohibits the district from discriminating between Board members as to when and which record, or portion of the record, will be made available. See BB 9322 – Agenda/Meeting Materials.

**Governing Board members shall have the ability to access public records permitted by law in the administration of their duties or open to inspection by members of the public. Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)**

Note: Government Code 6254.29 specifies that the Public Records Act does not require a district to disclose an employee's social security number and states the Legislature's intent that districts redact social security numbers from any records being disclosed to the public. **In addition, Government Code 6254.3, as amended by AB 2843 (Ch. 830, Statutes of 2016), prohibits disclosure of an employee's personal cell phone number and birth date.**

**The Superintendent or designee shall ensure that any public record containing personal information is redacted to ensure that such information is not disclosed to the public. When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, or social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record is not disclosed to the public. (Government Code 6254.29, 6254.3)**

### Confidential Public Records

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

## ACCESS TO DISTRICT RECORDS (continued)

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 6254, 6254.25; ~~Fairley v. Superior Court, 71 Ops.Cal.Atty.Gen. 235 (1988)~~)
3. Personnel records, medical records, ~~student records,~~ or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

*(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

~~*(cf. 5125 - Student Records)*~~

~~*(cf. 5125.1 - Release of Directory Information)*~~

The home addresses, home telephone numbers, personal cell phone numbers, or birthdate of employees may only be disclosed as follows: (Government Code 6254.3)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, **except that the home address and any telephone number for an** ~~unless the~~ employee **who** performs law enforcement-related functions, **or the birth date of any employee, or** ~~requests in writing that the information shall~~ not be disclosed

**Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.**

*(cf. 4140/4240/4340 - Bargaining Units)*

**ACCESS TO DISTRICT RECORDS** (continued)

- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

**4. Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law**

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 5125.3 - Challenging Student Records)*

- 4.5.** Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6162.52 - High School Exit Examination)*

- 5.6.** Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)

- 6.7.** Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information (Government Code 6254)

~~Note: SB 445 (Ch. 80, Statutes of 2011) added Government Code 6267 to make the written and electronic records of library patrons confidential, except with regard to any person who is acting within the scope of his/her duties in the administration of the library, authorized in writing by the patron, or responding to an order of a court.~~

- 7.8.** Library circulation and patron use records of a borrower or patron including, but not limited to, his/her name, address, telephone number, email address, borrowing information, or use of library information resources, **except when disclosure is to a person acting within the scope of his/her duties in the administration of the library, to a person authorized in writing by the individual to whom the records pertain, or by court order** (Government Code 6254, 6267)

*(cf. 6163.1 - Library Media Centers)*



**ACCESS TO DISTRICT RECORDS** (continued)

Note: The following exemption protects attorney-client privileged communications and attorney work product, as well as other work product prepared for use in pending litigation or claims. Pursuant to the Rules of Professional Conduct of the State Bar of California, when an attorney has been hired to represent the district as a whole, this privilege may only be waived by the Board.

- 8.9.** Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

*(cf. 9124 - Attorney)*

- 9.10.** Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)

*(cf. 0450 - Comprehensive Safety Plan)*

- 10.11.** Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)

*(cf. 9223 - Filling Vacancies)*

- 11.12.** Minutes of Board meetings held in closed session (Government Code 54957.2)

*(cf. 9321 - Closed Session Purposes and Agendas)*

- 12.13.** Computer software developed by the district (Government Code 6254.9)

- 13.14.** Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)

- 14.15.** Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

*(cf. 5141.6 - School Health Services)*

- 15.16.** Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

**ACCESS TO DISTRICT RECORDS** (continued)

Note: Item #16 below reflects an exemption often referred to as the "catch-all" or "public interest" exemption pursuant to Government Code 6255. This exemption allows a district to withhold a record based on analysis of the specific facts of the situation and in light of the competing public interests. This exemption also includes the "deliberative process privilege" which is designed to protect a district's decision-making process in order to encourage candid discussions within the district. Legal counsel should be consulted to determine whether a request for a record falls under this exemption.

16. **Any other r**ecords for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

**Inspection of Records and Requests for Copies**

Note: Court decisions have held that a public record request may be made orally, by phone, or in writing, including by email, fax, or hand delivery. The district may ask, but not require, that the person put an oral request in writing.

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of his/her determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

**ACCESS TO DISTRICT RECORDS** (continued)

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Note: Government Code 6253 states that copies of records must be provided "promptly." The term "promptly" is not defined in law, but Government Code 6253 also states that a district may not delay or obstruct the copying of records. Thus, if the records are held in a manner that allows for prompt disclosure, the records generally should not be withheld because of the 10-day response period or the 14-day extension detailed above.

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

Note: The following **optional** paragraph is for use by districts that charge for copies. See the accompanying Board policy.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

**Note: Pursuant to Government Code 6253, as amended by AB 2853 (Ch. 275, Statutes of 2016), in addition to having public records available for inspection during office hours, the district may, in response to a public records request, post public records on its web site and refer the requesting member of the public to the location on the web site where the public record is posted, as provided below.**

**In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)**

**ACCESS TO DISTRICT RECORDS** (continued)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

**Assistance in Identifying Requested Records**

Note: Government Code 6253.1 requires the district to assist a person requesting to inspect or obtain a copy of a public record as specified below. This assistance is not required if the district grants the request and the records are made available or if the request is denied on the grounds that the records are confidential.

If the Superintendent or designee denies a request for disclosable records, he/she shall assist the requester in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

**ACCESS TO DISTRICT RECORDS** (continued)

Provisions of the Public Records Act shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

(11/08 11/11) 12/16

# CSBA Sample Board Policy

## Business and Noninstructional Operations

BP 3311(a)

### BIDS

Note: Pursuant to Public Contract Code 20111 and 22002, public contracts for the lease or purchase of equipment, materials, supplies, or services or for "public projects," as defined, are required to be competitively bid when they involve expenditure of specified amounts.

An alternative procedure for public works projects is provided pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 2203022000-22045), as described below; see **BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures**. Also see **AR 3311.2 - Lease-Leaseback Contracts**, **AR 3311.3 - Design-Build Contracts**, and **AR 3311.4 - Procurement of Technological Equipment for procedures applicable to those contracts**.

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

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

*(cf. 3000 - Concepts and Roles)*

***(cf. 3230 - Federal Grant Funds)***

*(cf. 3300 - Expenditures and Purchases)*

***(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)***

***(cf. 3311.2 - Lease-Leaseback Contracts)***

***(cf. 3311.3 - Design-Build Contracts)***

***(cf. 3311.4 - Procurement of Technological Equipment)***

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements **regarding contracting after for** competitive bidding. (Public Contract Code 20116, **22033**)

Note: Requirements for competitive bidding, including notice and advertising, are specified in Public Contract Code 20110-20118.4. See the accompanying administrative regulation.

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

Note: Pursuant to Public Contract Code 20111.5, the district is permitted, but not required, to establish prequalification procedures for any contract for which bids are legally required; see the accompanying administrative regulation. However, pursuant to Public Contract Code 20111.6, a district with average daily attendance of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and

**BIDS** (continued)

plumbing subcontractors for public projects of \$1 million or more awarded on or after January 1, 2014, if School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds are used. In addition, the Governing Board is required to adopt a uniform system of rating bidders based on completed questionnaires and financial statements which must address, at a minimum, the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations for such purpose.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders and shall address the issues covered by the standardized questionnaire and model guidelines developed by the Department of Industrial Relations pursuant to Public Contract Code 20101 on the basis of a completed questionnaire and financial statements.

(cf. 9270 - Conflict of Interest)

Note: Districts should be careful in crafting bid specifications, as a misleading specification that results in a lower bid than might have been made may make the district liable for the extra work done or expenses incurred by the contractor. In Los Angeles Unified School District v. Great American Insurance Co., the California Supreme Court held in favor of a contractor who was misled by the district's nondisclosure of material information that would have affected the contractor's bid.

When calling for bids, the Superintendent or designee shall ensure that the bid specifications clearly describes in appropriate detail the quality, delivery, and service required, and includes all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Note: Pursuant to Public Contract Code 20111, a contract required to be put out to bid must be awarded to the lowest responsible bidder. As defined in Public Contract Code 1103, a "responsible bidder" is one who possesses the quality, fitness, and capacity, and experience to satisfactorily perform the proposed work. (City of Inglewood Los Angeles County Civic Center Authority v. Superior Court)

However, a bid may be awarded to other than the lowest responsible bidder when conditions specified in law exist. For example, a district is permitted to give preference to minorities, women, veterans, and small businesses in accordance with Public Contract Code 2000-2002. In addition, Education Code 17250.10-17250.55, as added by AB 1358 (Ch. 752, Statutes of 2015), authorize the district to award a design-build contract for a public works project in excess of \$1 million on the basis of either low bid or "best value," as defined. See "Award of Contract" section in the accompanying administrative regulation.

Except as authorized by law and specified in the administrative regulation, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

Note: Pursuant to Public Contract Code 20118, districts may be exempt from the bidding requirements and may "piggyback" onto the bid of any public corporation or agency for specific items when the Board determines it is in the best interest of the district. See the accompanying administrative regulation for a list of those items that may be leased or purchased using this procedure.

**BIDS** (continued)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase **equipment or supplies any personal property** to the extent authorized by law. (Public Contract Code 20118)

Note: The following **optional** paragraph is for use by districts that have elected to use the alternative contracting procedure for public works pursuant to the UPCCAA (Public Contract Code 22030-22045) and should be deleted by districts that have not elected to use such alternative procedure. Pursuant to Public Contract Code 22030, the district may participate in the UPCCAA only if the Board adopts a resolution requiring the use of the UPCCAA in district contracting and notifies the State Controller of that action. In the event of a conflict with any other provision of law relative to bidding procedures, the UPCCAA shall apply to any district that has adopted a resolution and so notified the Controller. According to the California Uniform Construction Cost Accounting Commission's "Frequently Asked Questions," available on its web site, withdrawal from the UPCCAA requires the Board to file a resolution of the election to withdraw with the State Controller.

In electing to be subject to the UPCCAA, a district thereby agrees to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission. According to the "Frequently Asked Questions" on the Commission's web site, school districts may use the statewide Standardized Account Code Structure to comply with tracking requirements.

Pursuant to Public Contract Code 22032, projects of \$45,000 or less may be performed by the district's own work force; projects of \$175,000 or less may use a more informal bidding procedure as specified; and projects over \$175,000 require formal bidding procedures. See the accompanying administrative regulation for related requirements.

In circumstances where the informal bidding procedure is authorized, Public Contract Code 22034 allows the Board to delegate the authority to award contracts to an appropriate district administrator. Public Contract Code 22039 allows the Board to delegate the adoption of plans, specifications, and working details for projects subject to formal bidding procedures. The following paragraph may be revised to reflect district practice.

For use in contracting for public works projects, the Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the required cost accounting procedures and the informal bidding procedures when allowed by law. The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures. **[MOVED TO BP 3111.1 - UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES]**

*Legal Reference: (see next page)*



**BIDS** (continued)

*Legal Reference:*

EDUCATION CODE

17070.10-17079.30 *Leroy F. Greene School Facilities Act*  
17250.10-17250.55 *Design-build contracts*  
17406 *Lease-leaseback contracts*  
17595 *Purchase of supplies through Department of General Services*  
17602 *Purchase of surplus property from federal agencies*  
38083 *Purchase of perishable foodstuffs and seasonable commodities*  
38110-38120 *Apparatus and supplies*  
39802 *Transportation services*

**BUSINESS AND PROFESSIONS CODE**

**7056 General engineering contractor**

**7057 General building contractor**

CODE OF CIVIL PROCEDURE

446 *Verification of pleadings*

GOVERNMENT CODE

4217.10-4217.18 *Energy conservation contracts*  
4330-4334 *Preference for California-made materials*  
6252 *Definition of public record*  
53060 *Special services and advice*  
54201-54205 *Purchase of supplies and equipment by local agencies*

PUBLIC CONTRACT CODE

1102 *Emergencies*

**1103 Definition, responsible bidder**

2000-2002 *Responsive bidders*  
3000-3010 *Roofing projects*  
3400 *Bids, specifications by brand or trade name not permitted*  
3410 *United States produce and processed foods*  
**4113 Prime contractor; subcontractor**

6610 *Bid visits*  
12200 *Definitions, recycled goods, materials and supplies*  
20101-20103.7 *Public construction projects, requirements for bidding*  
20103.8 *Award of contracts*

~~20107 Bidder's security~~

20110-20118.4 **Contracting by school districts Local Agency Public Construction Act; school districts**

20189 *Bidder's security, earthquake relief*

~~22002 Definition of public project~~

~~2203022000-22045 Alternative procedures for public projects (UPCCAA)~~

~~22050 Alternative emergency procedures~~

22152 *Recycled product procurement*

COURT DECISIONS

**McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)**

**Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261**

*Los Angeles Unified School District v. Great American Insurance Co.*, (2010) 49 Cal.4th 739

*Great West Contractors Inc. v. Irvine Unified School District*, (2010) 187 Cal.App.4th 1425

*Marshall v. Pasadena Unified School District*, (2004) 119 Cal.App.4th 1241

*Konica Business Machines v. Regents of the University of California*, (1988) 206 Cal.App.3d 449

*City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court*, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 *Ops. Cal. Atty. Gen. 1* (2006)

**BIDS** (continued)

*Management Resources:*

**CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION PUBLICATIONS**

*Cost Accounting Policies and Procedures Manual*

*Frequently Asked Questions*

**WEB SITES**

CSBA: [http:// www.csba.org](http://www.csba.org)

California Association of School Business Officials: <http://www.casbo.org>

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

**California Department of General Services: <https://www.dgs.ca.gov>**

~~California Uniform Construction Cost Accounting Commission:~~

~~[http://www.seo.ca.gov/ard\\_cuceae.html](http://www.seo.ca.gov/ard_cuceae.html)~~

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311(a)

## BIDS

Note: Pursuant to Government Code 54202, districts are **mandated** to establish bidding procedures governing the purchase of equipment and supplies, ~~as specified in~~ **The following administrative regulation reflects the competitive bidding procedures applicable to these purchases, as well as contracts for certain services, public works projects, and repairs and maintenance, when the contract exceeds the amount specified in law.**

An alternative procedure for public works projects is provided pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), which allows public projects of \$45,000 or less to be performed by district employees and public projects of \$175,000 or less to be awarded through an informal bidding process. See BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures. Districts that have adopted the UPCCAA procedures should modify the following regulation to delete or revise conflicting provisions related to contracts for public works. Also see AR 3311.2 - Lease-Leaseback Contracts, AR 3311.3 - Design-Build Contracts, and AR 3311.4 - Procurement of Technological Equipment for procedures applicable to those contracts.

### Advertised/Competitive Bids

The district shall advertise for ~~competitive bids~~ **any of the following: (Public Contract Code 20111)**

- 1. ~~when any A~~ public project contract ~~that~~ involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility**

~~Public project means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code 20111, 22002)~~

~~(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)~~

~~(cf. 3311.2 - Lease-Leaseback Contracts)~~

~~(cf. 3311.3 - Design-Build Contracts)~~

Note: For ~~items #1-3~~ **the contracts specified in item #2a-c** below, Public Contract Code 20111 requires the Superintendent of Public Instruction (SPI) to annually establish a bid limit that reflects U.S. Department of Commerce data. The following ~~optional~~ paragraph allows the amount to escalate automatically once the SPI has made the annual determination. For 2016, the bid limit is \$87,800.

- 2. ~~The district shall also advertise for competitive bids when a~~ A contract ~~that~~ exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following: ~~(Public Contract Code 20111)~~**

**BIDS** (continued)

- 1.a.** The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district

*(cf. 3230 - Federal Grant Funds)*

*(cf. 3311.4 - Procurement of Technological Equipment)*

- 2.b.** Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters

- 3.c.** Repairs that are not a public project, including maintenance

*Maintenance* means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. *Maintenance* includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

**Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. **The district may accept a bid that has been submitted electronically or on paper.**—(Public Contract Code 20112)

*(cf. 1113 - District and School Web Sites)*

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

**BIDS** (continued)

1. All bidders shall certify **in writing** the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

*(cf. 3510 - Green School Operations)*

2. All bids for construction work shall be presented under sealed cover. **The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)**

**The bid and shall be accompanied by one of the following a forms of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded.** (Public Contract Code ~~20107,~~ 20111, 20112)

a. ~~Cash~~

b. ~~A cashier's check made payable to the district~~

c. ~~A certified check made payable to the district~~

d. ~~A bidder's bond executed by an admitted surety insurer and made payable to the district~~

~~The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111)~~

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

**BIDS** (continued)

Note: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with legal counsel, as appropriate, **if they have questions regarding as to** the applicability of this law **to school districts and other unclear provisions of this law.**

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)
  - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
  - b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
  - c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

Note: For a bid to be successful, it must conform to specifications (i.e., it must be "responsive") and the bidder must be determined to be able to perform the work (i.e., he/she must be "responsible" **as defined in Public Contract Code 1103**). **There is no right to a due process hearing when the district has merely found the bid to be nonresponsive. However, A the** district must be careful in making a determination on the "nonresponsiveness" of a bid based on **anything other than the documents submitted.** ~~investigation or information outside of the submitted bid. In addition, when relying on outside investigation or information to disqualify a bidder, the district must follow the hearing procedures applicable for a finding of "non-responsibility." (Great West Contractors Inc. v. Irvine Unified School District)~~ To avoid any confusion, the district should provide clear and comprehensive bid specifications to bidders.

**When rejecting the lowest responsive bid on the basis that the bidder is nonresponsible, the district must inform the bidder of the evidence used when making the determination and afford him/her a hearing with the right to present evidence that he/she is responsible. (City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court and Great West Contractors Inc. v. Irvine Unified School District)**

**BIDS** (continued)

7. **In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by from responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. in determining the lowest bid.**

**a.** When a bid is disqualified as determined to be nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information determination.

**b.** When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of his/her right to present evidence of his/her responsibility at a hearing before the Board.

8. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code 20118.4.

**9.8.** After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

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

*(cf. 3580 - District Records)*

10. When a bid is disqualified as nonresponsive based on district investigation or other information not obtained from the submitted bid, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the information.

**BIDS** (continued)**Award of Contract**

Note: The following **optional** section may be revised to reflect district practice. Pursuant to Public Contract Code 20111, the district is required to award a contract to the lowest responsible bidder except in the circumstances specified in items #1-3 below. In addition, Education Code 17250.15 and 17250.25, as added by AB 1358 (Ch. 752, Statutes of 2015), authorize the district to award a design build contract for a public works project in excess of \$1 million to either the low bid or best value, as provided in item #4 below.

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

Note: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran, and small business enterprises in contracts. Though minorities and women are included in Public Contract Code 2000, Article 1, Section 31(a) of the California Constitution prohibits the granting of preferences based on race, sex, color, ethnicity, etc., in state employment and contracting. The district should consult legal counsel if there is any question about the granting of preferences to any such business.

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. **When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406**

*(cf. 3311.2 - Lease-Leaseback Contracts)*

- 4.5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with ~~the section "Design Build Contracts" below~~ **Education Code 17250.20**, in which case the Board may award the contract to either



**BIDS** (continued)

the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

***(cf. 3311.3 - Design-Build Contracts)***

**Protests by Bidders**

Note: The law does not specify a procedure for handling protests by bidders. The following **optional** section provides one such procedure and should be modified to reflect district practice.

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

Note: The following paragraph provides a process for appealing a bid award to the Board. Although the law does not specify the notice to be given in this circumstance, CSBA recommends at least three business days which may be modified to reflect district practice.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

**~~Alternative Bid Procedures for Technological Supplies and Equipment~~** [SECTION MOVED TO NEW AR 3311.4]

**~~Design-Build Contracts~~** [SECTION MOVED TO NEW AR 3311.3]

**BIDS** (continued)**Bids Not Required**

Note: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined (89 Ops.Cal.Atty.Gen. 1, 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. However, this opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Districts considering using the piggyback process for relocatables, portables, modulares, and the like should consult district legal counsel. While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions.

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3512 - Equipment)*

Note: The following **optional** paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the "costs-benefits" analysis specified in Government Code 4217.12.

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district **and meet the cost effectiveness requirements specified in Government Code 4217.12**. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost **and savings** comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

*(cf. 3511 - Energy and Water Management)*

*(cf. 9320 - Meetings and Notices)*

**BIDS** (continued)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6163.1 - Library Media Centers)*

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

Note: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In Marshall v. Pasadena Unified School District, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

*(cf. 3517 - Facilities Inspection)*

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

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# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.2(a)

## LEASE-LEASEBACK CONTRACTS

Note: The following ~~optional section~~ administrative regulation addresses construction financing contracts that are commonly described as "lease-leaseback" contracts. **Education Code 17406, as amended by AB 2316 (Ch. 521, Statutes of 2016), no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process. Education Code 17406, as amended, mandates that any district choosing to award a lease-leaseback contract adopt and publish procedures and guidelines for evaluating the qualifications of proposers that ensure the fair and impartial selection of the "best value" for the district. In addition, for any project that will involve the use of preconstruction services, the request for sealed proposals must require proposers to include the fee to perform the preconstruction services as part of their sealed proposal to the district. Such procedures and guidelines must include, at a minimum, the provisions specified in Education Code 17406 as reflected in the following regulation.**

~~This construction—The lease-leaseback—~~financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met. ~~Pursuant to Education Code 17407.5, as added by AB 566 (Ch. 214, Statutes of 2015), the contractor must provide an enforceable commitment to the district that it will use a certain percentage of skilled and trained workers to complete project related work that is within an "apprenticeable occupation" as defined in Labor Code 3075.~~

Upon a determination that it is in the best interest of the district and without advertising for bids, the Board **The district** may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). **(Education Code 17406)**

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

*(cf. 3312 - Contracts)*

**Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. To make this determination, the district shall use the following procedures: (Education Code 17400, 17406)**

- 1. Request for Sealed Proposals: The Superintendent or designee shall prepare a request for sealed proposals which shall include:**
  - a. An estimate of the project's price**
  - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed**

**LEASE-LEASEBACK CONTRACTS (continued)**

- c. The key elements of the contract to be awarded**
  - d. A description of the format that proposals shall follow and the elements they shall contain**
  - e. The standards the district will use in evaluating proposals**
  - f. The date on which proposals are due**
  - g. The timetable the district will follow in reviewing and evaluating proposals**
- 2. Notice: At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:**
- a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112**
  - b. Providing notice in a trade paper of general circulation published in the county where the project is located**

**Note: The following paragraph is optional and may be revised to reflect district practice.**

**The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.**

Note: Pursuant to Education Code 17406, the prequalification requirements for contracts that meet the criteria specified in Public Contract Code 20111.6 are also applicable to lease-leaseback contracts. ~~As amended by AB 566 (Ch. 214, Statutes of 2015), Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources. and makes the provision applicable to all districts, not just those with ADA of 2,500 or more. See "Prequalification Procedure" section above.~~

- 3. Prequalification: A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.**

*(cf. 3311 - Bids)*

- 4. Evaluation Criteria: The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of**

**LEASE-LEASEBACK CONTRACTS (continued)**

the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district.

The request for sealed proposals shall specify whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract. For each scored criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.

5. **Evaluation of Proposals:** All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.
6. **Award of Contract:** The award of the contract shall be made by the Governing Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

7. **Rejection of Proposals:** At its discretion, the Board may reject all proposals and request new proposals.

**LEASE-LEASEBACK CONTRACTS** (continued)

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code ~~17406~~, 17407.5)

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

(cf. 9124 - Attorney)

*Legal Reference:*

EDUCATION CODE

17400 Definitions

17406 Lease-leaseback contract

17407.5 Use of a skilled and trained workforce

PUBLIC CONTRACT CODE

20111.6 Prequalification procedures

20112 Notices

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261

*Management Resources:*

WEB SITES

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

California Association of School Business Officials: <http://www.casbo.org>

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.3(a)

## DESIGN-BUILD CONTRACTS

Note: As an alternative to the more traditional design-bid-build process (see BP/AR 3311 - Bids) or a lease-leaseback process (see AR 3311.2 - Lease-Leaseback Contracts), the district may enter into a design-build contract for a public works project in excess of \$1 million pursuant to Education Code 17250.10-17250.55, as added by AB 1358 (Ch. 752, Statutes of 2015). As defined by Education Code 17250.15, "design-build" means a project delivery process in which both the design and construction of a project are procured from a single entity. Education Code 17250.15 and 17250.25 provide that such contracts may be awarded to either the low bid or best value, as defined. Pursuant to Education Code 17250.50 and 17250.55, this authority applies to bid requests issued on or after July 1, 2016 and will be repealed January 1, 2025 unless legislation is enacted to delete or extend that date.

~~When it is in the best interest of the district, t~~The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7140 - Architectural and Engineering Services)*

**Design-build documents shall not include provisions for long-term project operations, but** ~~The documents may include operations during a training or transition period, but shall not include long term operations for a project.~~ **(Education Code 17250.25)**

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, **17250.35**)

1. The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
  - a. ~~t~~The size, type, and desired design character of the project;
  - b. ~~p~~Performance specifications **that** covering the quality of materials, equipment, **and** workmanship
  - c. Preliminary plans or building layouts
  - d. ~~a~~Any other information deemed necessary to describe adequately the district's needs;

~~The documents may include operations during a training or transition period, but shall~~



**DESIGN-BUILD CONTRACTS** (continued)

~~not include long term operations for a project.~~ The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
  - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
  - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction ~~experience~~ **expertise**, acceptable safety record, and all other non-price-related factors
  - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. ~~(Education Code 17250.25)~~

3. The district shall prepare a request for proposals **(RFP)** that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The ~~request for proposals~~ **RFP** shall include the information identified in items #2a and 2b above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method **for a project**, the district may reserve the right to request proposal revisions and hold discussions and

**DESIGN-BUILD CONTRACTS** (continued)

- negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
  5. For those projects utilizing best value as a selection method, the following procedures shall be used:
    - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
    - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
    - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
    - d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

*Legal Reference:*EDUCATION CODE17250.10-17250.55 *Design-build contracts**Management Resources:*WEB SITESCSBA: <http://www.csba.org>California Association of School Business Officials: <http://www.casbo.org>California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.4(a)

## PROCUREMENT OF TECHNOLOGICAL EQUIPMENT

**Note: The following administrative regulation is optional. As an alternative to competitive bidding procedures (see BP/AR 3311 - Bids), Public Contract Code 20118.2 authorizes the issuance of a request for proposals for district procurement of electronic equipment and apparatus, with the contract being awarded to the proposal that is most beneficial to the district considering price and all other factors.**

Rather than seek competitive bids, the district may use competitive negotiation when it makes a finding that a district procurement is for computers, software, telecommunications equipment, microwave equipment, or other related electronic equipment and apparatus. Competitive negotiation shall not be used to contract for ~~construction or for the procurement of~~ any product that is available in substantial quantities to the general public. (Public Contract Code 20118.2)

*(cf. 0440 - District Technology Plan)*

***(cf. 3230 - Federal Grant Funds)***

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

~~The competitive negotiation process shall include, but not be limited to, the following requirements:~~ **Whenever the competitive negotiation process is determined to be appropriate for such procurements, the district shall use the following procedures:** (Public Contract Code 20118.2)

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Superintendent or designee shall make every effort to generate the maximum feasible number of proposals from qualified sources, and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.
5. The Superintendent or designee shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.

## PROCUREMENT OF TECHNOLOGICAL EQUIPMENT

6. The **Governing** Board shall award the contract to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district, **with considering** price and all other factors **considered**.
7. If the Board does not award the contract to the bidder whose proposal contains the lowest price, then the Board shall make a finding setting forth the basis for the award to another bidder.
8. The Board, at its discretion, may reject all proposals and request new RFPs.
9. —Provisions in any contract concerning utilization of small business enterprises that are in accordance with the RFP shall not be subject to negotiation with the successful proposer. (Public Contract Code 20118.2)

*Legal Reference:*

PUBLIC CONTRACT CODE

20118.2 Contracting by school districts; technological equipment

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3543(a)

## TRANSPORTATION SAFETY AND EMERGENCIES

**Cautionary Notice:** Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of ~~2015 (AB 93, Ch. 10, Statutes of 2015)~~ **2016 (SB 826, Ch. 23, Statutes of 2016)** extends the suspension of these requirements through the ~~2015-16~~ **2016-17** fiscal year. As a result, certain provisions of the following administrative regulation related to transportation safety plans and safety instruction for students may be suspended.

Note: The following regulation is for use by districts that provide school bus transportation services and employ their own school bus drivers. Districts that contract out for all transportation services may revise this regulation as appropriate to ensure that the contracting firm meets all legal requirements regarding transportation safety.

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment ~~listed specified~~ in 13 CCR 1215., ~~including~~ **The report shall indicate** any defect or deficiency discovered by or reported to ~~him/her~~ **the driver** which would affect safe operation or result in mechanical breakdown of the bus; or, ~~indicating that if~~ no defect or deficiency was discovered or reported, **shall so indicate**. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

*(cf. 3540 - Transportation)*

*(cf. 3541.1 - Transportation for School-Related Trips)*

*(cf. 3542 - School Bus Drivers)*

~~In the event of a school bus accident, the driver shall immediately notify the California Highway Patrol, the Superintendent or designee, and, if the bus is operated under contract, the driver's employer. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)~~ [MOVED DOWN]

~~The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.~~ [MOVED DOWN]

~~*(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)*~~

## Passenger Restraint Systems

Note: Pursuant to Vehicle Code 27316 and 27316.5, any school bus or student activity bus purchased or leased for use in California must be equipped with a passenger restraint system if the bus was manufactured on or after the dates specified in law, as described below. Although it is the manufacturer's responsibility to

**TRANSPORTATION SAFETY AND EMERGENCIES** (continued)

ensure installation of appropriate passenger restraint systems, the district should be aware that buses manufactured or purchased from outside California may need to be modified to comply with the state's requirements. In addition, according to the California Department of Education's (CDE) Passenger Restraints Frequently Asked Questions, districts may, but are not required to, retrofit older school buses with passenger restraint systems ~~with the original equipment manufacturer's approval~~. In determining whether to retrofit buses, the CDE recommends that districts consider the age of the bus, the total cost of the retrofit, and the required reinspection of the bus by the California Highway Patrol.

The Superintendent or designee shall ensure that any school bus or student activity bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus manufactured on or after July 1, 2005 which is designed for carrying more than 16 passengers and the driver
2. Is a Type 2 school bus or student activity bus manufactured on or after July 1, 2004 which meets one of the following criteria:
  - a. Is designed for carrying 16 or fewer passengers and the driver
  - b. Has a manufacturer's vehicle weight rating of 10,000 pounds or less and is designed for carrying not more than 20 passengers and the driver

Note: The following **optional** paragraph reflects legislative intent of Vehicle Code 27316.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Note: Pursuant to Vehicle Code 27316, no person, district, or organization may be held criminally liable if a passenger improperly uses or fails to use the passenger restraint system. However, the CDE's Passenger Restraints Frequently Asked Questions encourages districts to develop procedures to enforce disciplinary actions for nonuse or improper use of the passenger restraint system.

The following **optional** paragraph may be expanded to specify the steps that should be taken by the driver to reasonably ensure that all passengers are properly restrained (e.g., verbal instructions to students, visual inspection), which may vary depending on the age/grade levels of the students. Such steps also may be incorporated in district regulations adopted pursuant to 5 CCR 14103 related to student conduct on buses, bus driver authority, and the suspension of riding privileges; see BP/AR 5131.1 - Bus Conduct.

## TRANSPORTATION SAFETY AND EMERGENCIES (continued)

Bus drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5144 - Discipline)*

### Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

### Electronic Communications Devices

Note: ~~Vehicle Code 23123 prohibits any person from driving a motor vehicle while using a wireless telephone, except under the conditions described below. Pursuant to the definitions in Vehicle Code 415 and 545, a "motor vehicle" would include a school bus or student activity bus. In addition, Vehicle Code 23125 prohibits a person from driving a school bus while using a wireless telephone except for work-related or emergency purposes. Vehicle Code 23123.5, as amended by AB 1785 (Ch. 660, Statutes of 2016), prohibits the driver of a motor vehicle (including a school bus or school activity bus pursuant to Vehicle Code 415 and 545) from using an electronic wireless communications device for any purpose, including, but not limited to, text-based communication, but provides an exception for voice-operated and hands-free operation or for a function that requires only a single swipe or tap of the driver's finger as long as the device is mounted on the windshield, dashboard, or center console of the vehicle. The following paragraph limits the use of any electronic communications device to work-related or emergency purposes. The district should consult legal counsel if it is considering allowing broader use of such devices.~~

A bus driver ~~shall not drive~~ **is prohibited from driving** a school bus or student activity bus while using a wireless telephone ~~except under the following conditions: (Vehicle Code 23123, 23125)~~ **or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's finger provided the device is mounted on the windshield, dashboard, or center console of the bus. (Vehicle Code 23123.5, 23125)**

**TRANSPORTATION SAFETY AND EMERGENCIES** (continued)

1. When he/she uses a wireless telephone that is specifically designed and configured to allow hands free listening and talking, provided it is used in that manner while driving
2. For emergency purposes, including, but not limited to, a call to a law enforcement agency, health care provider, fire department, or other emergency service agency or entity
3. For work related purposes

*(cf. 3513.1 - Cellular Phone Reimbursement)*

Note: Vehicle Code 23123.5 generally prohibits any person from driving a motor vehicle while using an electronic wireless communications device for text based communication. AB 1536 (Ch. 92, Statutes of 2012) amended Vehicle Code 23123.5 to add an exception for the use of voice operated and hands free operation of an electronic wireless communications device. At its discretion, the district may establish conditions that are more restrictive than law and should revise the following paragraph accordingly.

A bus driver shall not drive while using an electronic wireless communications device to write, send, or read a text based communication, including, but not limited to, text messages, instant messages, and email, unless the device is specifically designed and configured to allow voice operated and hands-free operation and is used in that manner. This prohibition does not include reading, selecting, or entering a telephone number or name in an electronic wireless communications device for the purpose of making or receiving a telephone call. (Vehicle Code 23123.5)

**Safe Bus Operations**

Note: Pursuant to Education Code 39834, any Governing Board member, employee, or other person who knowingly operates or permits operation of a school bus in excess of its seating capacity is guilty of a misdemeanor. However, the Board is authorized to adopt policy that allows seating capacities to be exceeded in cases of emergency; see BP/AR 3516 - Emergencies and Disaster Preparedness Plan.

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

Note: Vehicle Code 34501.6 **mandates** any district that provides student transportation to adopt procedures that limit bus operation when atmospheric conditions reduce visibility, as described below, and that give drivers for school activity trips discretionary authority to discontinue operation when it is unsafe.



**TRANSPORTATION SAFETY AND EMERGENCIES** (continued)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

**Unauthorized Entry**

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

(cf. 3515.2 - Disruptions)

**Transportation Safety Plan for Boarding and Exiting Buses**

Note: The district should modify items #1-2 below to reflect grade levels offered by the district. A district that does not maintain any of grades prekindergarten through 8 should delete items #1-2.

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall **include address** all of the following: (Education Code 39831.3)

1. **Procedures for d**Determining if students in grades prekindergarten through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops
3. **Procedures for b**Boarding and exiting a school bus at a school or other trip destination

Note: SB 1072 (Ch. 721, Statutes of 2016) amended Education Code 39831.3 to require that the transportation plan include the procedures specified in items #4-5 below.

4. **Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or youth bus**

Note: The procedures included in the transportation safety plan to ensure that a student is not left unattended on a bus may include the requirements of Vehicle Code 28160, as added by SB 1072 (Ch. 721, Statutes of 2016). Pursuant to Vehicle Code 28160, on or before the beginning of the 2018-19 school year, each school bus, school activity bus, youth bus, and child care motor vehicle (i.e., vehicle designed, used, or maintained for more than eight persons, including the driver, that is used by a child

**TRANSPORTATION SAFETY AND EMERGENCIES** (continued)

care provider to transport children) must be equipped with a "child safety alert system" (i.e., a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle). Student activity buses may be exempt from this requirement if certain procedures are followed, as specified in Vehicle Code 28160.

Such procedures shall include, on or before the beginning of the 2018-19 school year, the installation of a child safety alert system at the interior rear of each bus that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting. A student activity bus may be exempt from this requirement under the conditions specified in Vehicle Code 28160.

**5. Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus**

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol (CHP). (Education Code 39831.3)

### Parental Notifications

Note: The following section is for use by districts that offer any of grades prekindergarten through 6 and should be revised to reflect the grade levels offered by the district.

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a district school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. A description of the school bus danger zone
5. Instructions ~~for safety while~~ **safely** walking to and from school bus stops

(cf. 5145.6 - Parental Notifications)

**TRANSPORTATION SAFETY AND EMERGENCIES** (continued)**Student Instruction**

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows: (Education Code 39831.5; 5 CCR 14102)

1. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.

Note: Item #2 below is for use by districts that offer any of grades prekindergarten through 8 and should be revised to reflect the grade levels offered by the district.

2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:
  - a. Proper loading and unloading procedures, including escorting by the driver
  - b. How to safely cross the street, highway, or private road
  - c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use
  - d. Proper passenger conduct
  - e. Bus evacuation procedures
  - f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the above instruction is given, the following information shall be documented:

- a. District name

**TRANSPORTATION SAFETY AND EMERGENCIES** (continued)

- b. School name and location
- c. Date of instruction
- d. Names of supervising adults
- e. Number of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the **California Highway Patrol CHP**.

**(cf. 3580 - District Records)**

Note: Item #3 below applies to all students in grades prekindergarten through 12 **and may be revised to reflect grade levels offered by the district.**

- 3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

**Bus Accidents**

**In the event of a school bus accident, the driver shall immediately notify the CHP, and the Superintendent or designee, and, if the bus is operated under contract, the driver's employer. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)**

**TRANSPORTATION SAFETY AND EMERGENCIES** (continued)

**The Superintendent or designee shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Superintendent or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)**

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

*Legal Reference:*

EDUCATION CODE

39830-398423 Transportation, school buses

**39860 Contract for transportation; requirement that student not be left unattended**

51202 Instruction in personal and public health and safety

PENAL CODE

241.3 Assault against school bus driver

243.3 Battery against school bus driver

VEHICLE CODE

415 Definition of motor vehicle

545-546 Definition of school bus and student activity bus

22112 Loading and unloading passengers

~~23123 Use of wireless telephone prohibited while driving motor vehicle~~

23123.5 ~~Text communications prohibited while driving motor vehicle~~ **Use of wireless telephone or communications device while driving; exceptions**

23125 Use of wireless telephone prohibited while driving school bus

27316-27316.5 Passenger restraint systems

**28160 Child safety alert system**

34500 California Highway Patrol responsibility to regulate safe operation of school buses

34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses

34501.6 School buses; reduced visibility

34508 California Highway Patrol responsibility to adopt rules re: equipment and bus operations of school buses

CODE OF REGULATIONS, TITLE 5

14100-14105 School buses and student activity buses

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety

2480 Airborne toxic control measure; limitation on bus idling

CODE OF REGULATIONS, TITLE 19

574-575.3 Inspection and maintenance of fire extinguishers

CODE OF FEDERAL REGULATIONS, TITLE 49

571.1-571.500 Motor vehicle standards, including school buses

*Management Resources: (see next page)*

**TRANSPORTATION SAFETY AND EMERGENCIES** (continued)

*Management Resources:*

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

**Passenger Restraints Frequently Asked Questions**

**WEB SITES**

*California Association of School Business Officials: <http://www.casbo.org>*

***American School Bus Council: <http://www.americanschoolbuscouncil.org>***

*California Association of School Transportation Officials: <http://www.castoways.org>*

*California Department of Education, Office of School Transportation: <http://www.cde.ca.gov/ls/tn>*

*California Highway Patrol: <http://www.chp.ca.gov>*

***National Coalition for School Bus Safety: <http://www.ncsbs.org>***

*National Transportation Safety Board: <http://www.nts.gov>*

*U.S. Department of Transportation, National Highway Traffic Safety Administration:  
<http://www.nhtsa.dot.gov>*

(11/08 11/12) 12/16

# CSBA Sample Board Policy

All Personnel

BP 4030(a)

## NONDISCRIMINATION IN EMPLOYMENT

Note: The following Board policy and accompanying administrative regulation are **mandated** pursuant to Government Code 11138 **and 2 CCR 11023, as added by Register 2015, No. 50**. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits employers from discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, sex, sexual orientation, gender, gender identity, gender expression, religious creed, physical or mental disability, medical condition, marital status, or genetic information. **Pursuant to 2 CCR 11009, as amended by Register 2015, No. 50, these same protections apply to unpaid interns and volunteers. Consequently, the district is required to also notify unpaid interns and volunteers about these protections. For more information about volunteers, see BP/AR 1240 - Volunteer Assistance.**

The same or similar protections are available to employees and job applicants under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board is determined to provide district employees, **interns, volunteers,** and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. **This policy shall apply to all district employees and, to the extent required by law, to interns, volunteers, and job applicants.**

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

~~The Board prohibits~~ **No** district employees ~~from discriminating~~ **shall be discriminated** against or ~~harassing~~ **harassed by** any **coworker, supervisor, manager, or** other ~~district employee or job applicant~~ **person with whom the employee comes in contact in the course of employment,** on the basis of the ~~person's~~ **employee's** actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation; or **his/her** association with a person or group with one or more of these actual or perceived characteristics.

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

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

Note: The following paragraph illustrates unlawful discriminatory practices as specified in Government Code 12940. Pursuant to Labor Code 1197.5, an employer is prohibited from paying an employee at wage rates less than the rates to employees of the opposite sex for work requiring equal skill, effort, and responsibility and performed under similar conditions, except when the payment is based on some other bona fide factor such as education, training, or experience. In addition, Labor Code 1197.5, as amended by SB 1063 (Ch. 866, Statutes of 2016), prohibits the payment of different wage rates to employees for similar work based on race or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

The Board also prohibits discrimination against any employee or job applicant. Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. **Discrimination** in hiring, compensation, terms, conditions, and other privileges of employment
2. ~~and the t~~ Taking of ~~any an~~ adverse employment action, ~~including, but not limited to,~~ **such as** termination or the denial of employment, promotion, job assignment, or training, ~~against an employee or job applicant based on any of the categories listed above.~~

(cf. 4151/4251/4351 - Employee Compensation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

3. ~~Harassment consists of a~~ Unwelcome **conduct, whether** verbal, physical, or visual, ~~conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it as to~~ adversely affects an individual's **employee's** employment opportunities, **or that** has the purpose or effect of unreasonably interfering with the individual's work performance, or ~~creating~~ **ing** an intimidating, hostile, or offensive work environment

Note: Item #4 below addresses the numerous specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth, breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that district legal counsel be consulted when questions arise as to any specific claim.

4. **Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:**
  - a. ~~Prohibited s~~ Sex discrimination ~~includes discrimination~~ based on an employee's ~~or job applicant's~~ pregnancy, childbirth, breastfeeding, or any related medical condition **or on an employee's gender, gender expression, or gender identity, including transgender status**



**NONDISCRIMINATION IN EMPLOYMENT** (continued)

*(cf. 4033 - Lactation Accommodation)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

- b. Prohibited discrimination on the basis of religious creed includes Religious creed** discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices, ~~In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes~~ **or based on** the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. ~~However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.~~
- c. Disability discrimination based on a district requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity**

*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*

- d. Disability discrimination based on the district's failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee, to determine effective reasonable accommodations for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition**

*(cf. 4032 - Reasonable Accommodation)*

Note: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940, ~~as amended by AB 987 (Ch. 122, Statutes of 2015),~~ provides that an employee ~~or job applicant~~ who requests accommodation for his/her physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics and has modified the policy accordingly.

In Thompson v. North American Stainless LP, the U.S. Supreme Court held that a third party may file an anti-retaliation suit.

The Board also prohibits retaliation against any district employee ~~or job applicant~~ who opposes any discriminatory employment practice by the district or its employees, agents, or

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

representatives or who complains, testifies, assists, or in any way participates in the district's complaint procedures process pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Note: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of harassment prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 provides that an employer may be responsible for the sexual harassment of employees by nonemployees where the employer knows or should have known of the conduct and failed to take immediate and corrective action. See BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with the nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who does reports such incidents from retaliation.

Note: Government Code 12940 requires districts to take all reasonable steps, including training, to prevent prohibited discrimination and harassment. **In addition, 2 CCR 11023, as added by Register 2015, No. 15, imposes an affirmative duty on the district to create a workplace environment that is free from all prohibited practices.** The U.S. Equal Employment Opportunity Commission, in its April 2006 New Compliance Manual Section 15: Race and Color Discrimination, suggests proactive preventive measures for employers, including the adoption of transparent recruitment, hiring, and promotion processes; provision of training to employees; and periodic review of employment practices. For details of such measures, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment, and discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

**In addition, the Superintendent or designee shall post in a conspicuous place on district premises, the California Department of Fair Employment and Housing publication on workplace discrimination and harassment issued pursuant to 2 CCR 11013.**

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

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

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

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

**11006-11086 Discrimination in employment**

**11013 Recordkeeping**

11019 Terms, conditions and privileges of employment

**11023 Harassment and discrimination prevention and correction**

**11024 Sexual harassment training and education**

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

*Legal Reference continued: (see next page)*

## **NONDISCRIMINATION IN EMPLOYMENT (continued)**

*Legal Reference: (continued)*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shepard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

*Management Resources:*

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

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

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

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

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

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

(12/15 5/16) 12/16

# CSBA Sample Administrative Regulation

All Personnel

AR 4030(a)

## NONDISCRIMINATION IN EMPLOYMENT

Note: Pursuant to Government Code 11138 **and 2 CCR 11023, as added by Register 2015, No. 50**, districts are **mandated** to adopt rules and regulations to ensure that district programs and activities are free from unlawful discriminatory practices. **Pursuant to 2 CCR 11009, as amended by Register 2015, No. 50, it is unlawful to discriminate against any person who serves in an unpaid internship or other limited-duration program to gain unpaid work experience, on any basis protected by Government Code 12940.**

**All allegations of discrimination in employment, including those involving an intern, volunteer, or job applicant, shall be investigated and resolved in accordance with procedures specified in this administrative regulation.**

Note: Many nondiscrimination laws and regulations require identification of an employee who will be responsible for compliance with the nondiscrimination laws, ~~as provided in the following paragraph~~. For example, pursuant to 34 CFR 104.7, 106.8, and 110.25, the district is required to designate the person(s) responsible for the overall implementation of the requirements of federal laws which prohibit discrimination on the basis of disability, sex, and age, i.e., Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), and the Age Discrimination in Employment Act (29 USC 621-634). **The district should fill in the blanks below to designate the responsible employee and his/her contact information.**

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Director of Human Resources  
445 Montezuma Street  
Rio Vista, CA 94571  
HR@rdsd.org

## Measures to Prevent Discrimination

Note: **Pursuant to** Government Code 12940 **and 2 CCR 11023, as added by Register 2015, No. 50, the district is required** ~~requires districts~~ to take all reasonable steps to prevent unlawful discrimination and harassment. **2 CCR 11023, as added, specifies certain requirements to be included in the district's policy. The following section reflects the requirements of 2 CCR 11023 and other applicable laws or regulations, as indicated. The following section reflects "best practices" for preventing unlawful harassment or discrimination, as identified in the California Department of Fair Employment and Housing**

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

(DFEH) and the U.S. Equal Employment Opportunity Commission (EEOC) informational publications. Examples of such publications are the DFEH's California Law Prohibits Workplace Discrimination and Harassment and the EEOC's New Compliance Manual Section 15: Race and Color Discrimination. Districts should investigate these and other relevant publications and determine which practices to adopt.

To prevent unlawful discrimination, harassment, and retaliation ~~against district employees, volunteers, interns, and job applicants~~ **in district employment**, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, ~~to employees, volunteers, interns, job applicants, and the general public~~ by: (5 CCR 4960; 34 CFR 100.6, 106.9)
  - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
  - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
  - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

2. **Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)**
  - a. **Printing and providing a copy of the policy to all employees with an acknowledgment form for each employee to sign and return**
  - b. **Sending the policy via email with an acknowledgment return form**
  - c. **Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies**
  - d. **Discussing district policy with employees upon hire and/or during a new hire orientation session**
  - e. **Any other way that ensures employees receive and understand the policy**

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

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

- 23.** Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior
- 34.** Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

**Note: Pursuant to 2 CCR 11023, as added by Register 2015, No. 50, if the district has 50 or more employees, its sexual harassment prevention training must include instruction for its supervisors as specified in the following paragraph.**

**Training for supervisors shall include the requirement to report any complaint of misconduct to a designated representative, such as the coordinator, human resources manager, or Superintendent or designee as a topic in the sexual harassment prevention training required pursuant to 2 CCR 11024 (2 CCR 11023)**

*(cf. 1240 - Volunteer Assistance)*

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

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

- 45.** Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
- 6.** For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

**Complaint Procedure**

Note: 34 CFR 106.8 and 110.25 ~~mandate~~ any district that receives federal financial assistance to adopt and publish grievance procedures providing for prompt and equitable resolution of employee complaints alleging discrimination on the basis of sex or age **2 CCR 11023, as added by Register 2015, No. 50, mandates that a district's policy include a complaint process with specified requirements. Some of the requirements of 2 CCR 11023 are similar to those required under existing case law.**

Courts have held that an employer may mitigate liability for hostile environment employment discrimination when (1) the employer took reasonable care to prevent and promptly correct the discriminatory or harassing conduct (i.e., provided a complaint procedure) and (2) the aggrieved employee unreasonably failed to take

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, EEOC outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with the EEOC or the DFEH.

While the EEOC's guidance recommends a "prompt" investigation, neither the law nor the EEOC delineates a specific time frame for resolution. The EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation.

The following section, including the listed timelines, is consistent with the EEOC's guidance and should be modified to reflect district practice.

Any complaint ~~by an employee or job applicant~~ alleging **unlawful** discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant ~~who is an employee shall~~ **may** inform his/her **direct** supervisor, ~~However, if the supervisor is the person against whom the employee is complaining, the employee shall inform, another supervisor, the coordinator, or the Superintendent; or, if available, a complaint hotline or an ombudsman. —A job applicant shall inform the coordinator or the Superintendent or designee.~~

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

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

*(cf. 4032 - Reasonable Accommodation)*

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of **discrimination or harassment** within five business days of receiving notice of the **alleged discriminatory or harassing** behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.



**NONDISCRIMINATION IN EMPLOYMENT** (continued)

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the **allegations investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. He/she shall also inform the parties that the investigation** will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

*(cf. 3580 - District Records)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

**The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.**

When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents **do not occur are prevented**. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the **complainant parties** and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, **correct the effect on provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment does not occur is prevented.**

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 9321 - Closed Session Purposes and Agendas)*

**Other Remedies**

Note: Items #1-3 below state the time limits within which employees must file their complaints. The EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about time frames for filing charges of unlawful discrimination or harassment with the EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the employer's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically forward any complaint it has accepted for investigation to the EEOC when the matter falls within the EEOC's jurisdiction.

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

Note: Pursuant to Government Code 12960, an employee has one year to file a complaint with DFEH, although that period may be extended under certain circumstances, such as when a person obtains knowledge of the unlawful practice after the expiration of the one-year period.

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with the EEOC within 180 days of the alleged discriminatory act. Pursuant to 42 USC 2000e-5, the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

# CSBA Sample Board Policy

All Personnel

BP 4119.11(a)

4219.11

**SEXUAL HARASSMENT**

4319.11

Note: Education Code 231.5 **mandates** the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment.

Generally, courts recognize two types of conduct as constituting sexual harassment. "Quid Pro Quo" ("this for that") sexual harassment is considered to have occurred when a person in a position of authority makes another individual's educational or employment benefits conditional upon that other person's willingness to engage in unwanted sexual behavior (e.g., promising a promotion for sex). "Hostile environment" sexual harassment, on the other hand, is conduct by the perpetrator that is so severe, persistent, or pervasive that it creates a hostile, intimidating, or abusive educational or professional environment for another. Sexual harassment also covers retaliatory behavior against a complainant, witness, or other participant in the complaint process. **Pursuant to Government Code 12940 and 2 CCR 11009, as amended by Register 2015, No. 50, interns, volunteers, and job applicants are entitled to the same protection against sexual harassment as applicable to employees.**

Sexual harassment ~~may be a violation of~~ **is prohibited pursuant to** Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (42 USC 2000h-2-2000h-6), as well as the California Fair Employment and Housing Act, Government Code 12900-12996.

~~Government Code 12940 and 34 CFR 106.9 extend protection against sexual harassment to job applicants. In addition, p~~**Pursuant to Government Code 12940, employers may be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.**

The Governing Board prohibits sexual harassment of district employees ~~and job applicants~~. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify, or otherwise participate in the complaint process established pursuant to this policy and **accompanying** administrative regulation. **This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.**

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

*(cf. 4030 - Nondiscrimination in Employment)*

Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court outlined ~~ways in which~~ **measures that may enable** employers ~~may be able~~ to reduce damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing their policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The ~~United States~~ **U.S.** Supreme Court has held, in Burlington Industries v. Ellerth, that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that: (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.

## SEXUAL HARASSMENT (continued)

Pursuant to Government Code 12950.1, employers with 50 or more employees are required to provide two hours of sexual harassment training to supervisory employees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.

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

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff

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

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (§ **CCR 4964.2 CCR 11023**)

Note: ~~Because an employee's (especially a supervisor's) knowledge or notice of sexual harassment may subject the district to liability, it is recommended that the district require its employees with knowledge or notice of sexual harassment to report the harassment to the appropriate authorities.~~ Pursuant to **2 CCR 11034, as amended by Register 2015, No. 50, the district may be liable for sexual harassment committed by a supervisor, coworker, or a third party. In addition, as part of its affirmative duty to prevent sexual harassment, the district is required pursuant to 2 CCR 11023, as amended by Register 2015, No. 50, to instruct supervisors to report complaints.**

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

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

## **SEXUAL HARASSMENT** (continued)

Note: In Faragher v. City of Boca Raton, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

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

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

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

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

Note: In addition to district sanction against employees who engage in sexual harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

*Legal Reference: (see next page)*

## SEXUAL HARASSMENT (continued)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

#### GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

#### LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

#### CODE OF REGULATIONS, TITLE 2

**7287.8 Retaliation**

**7288.0 Sexual harassment training and education**

**11009 Employment discrimination**

**11021 Retaliation**

**11023 Harassment and discrimination prevention and correction**

**11024 Sexual harassment training and education**

**11034 Terms, conditions, and privileges of employment**

#### CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

#### UNITED STATES CODE, TITLE 42

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

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

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

#### CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

#### COURT DECISIONS

*Department of Health Services v. Superior Court of California*, (2003) 31 Cal.4<sup>th</sup> 1026

*Faragher v. City of Boca Raton*, (1998) 118 S.Ct. 2275

*Burlington Industries v. Ellreth*, (1998) 118 S.Ct. 2257

*Gebser v. Lago Vista Independent School District*, (1998) 118 S.Ct. 1989

*Oncale v. Sundowner Offshore Serv. Inc.*, (1998) 118 S.Ct. 998

*Meritor Savings Bank, FSB v. Vinson et al.*, (1986) 447 U.S. 57

### Management Resources:

#### OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

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

#### WEB SITES

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

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

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

<http://www.ed.gov/about/offices/list/ocr/index.html>

(7/05 12/15) 12/16

### Policy Reference UPDATE Service

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# CSBA Sample Administrative Regulation

All Personnel

AR 4119.11(a)

4219.11

**SEXUAL HARASSMENT**

4319.11

Note: The following administrative regulation is **mandated** pursuant to Education Code 231.5 and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code 12940 (California Fair Employment and Housing Act). **The focus of this administrative regulation is on sexual harassment by and of employees. Pursuant to Government Code 12940 and 2 CCR 11009, as amended by Register 2015, No. 50, interns, volunteers, and job applicants are entitled to the same protection against sexual harassment as applicable to employees.**

~~The focus of this administrative regulation is on sexual harassment of employees.~~ For information related to the sexual harassment ~~of involving~~ students, see BP/AR 5145.7 - Sexual Harassment.

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

## Definitions

Note: In *Oncale v. Sundowner Offshore Services, Inc.*, the U.S. Supreme Court held that same-sex sexual harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17).

*Prohibited sexual harassment* includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; **5 CCR 4916 2 CCR 11034**)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of ~~such the~~ conduct ~~by the individual~~ is used as the basis for an employment decision affecting ~~him/her~~ **the individual**.
- 4.3.** Submission to or rejection of the conduct ~~by the other individual~~ is used as the basis for any decision affecting ~~him/her~~ **the individual** regarding benefits, services, honors, programs, or activities available at or through the district.

Note: Pursuant to Government Code 12940, conduct **may meet the definition of sexual harassment specified in item #3 below** constitutes sexual harassment if it is sufficiently severe, pervasive, or offensive to create a hostile or abusive work environment for the victim, regardless of whether or not the alleged harasser is motivated by sexual desire for the victim.



## SEXUAL HARASSMENT (continued)

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

Note: Pursuant to Government Code 12940, the district may be held liable for sexual harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that sexual harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

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

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

## Training

Note: The following ~~optional~~ paragraph is consistent with a district's ~~obligation~~ **affirmative duty** to protect its employees from **sex discrimination, including** sexual harassment, **pursuant to 2 CCR 11023, as added by Register 2015, No. 50.** ~~and may be modified to reflect district practice. Although training is not legally required for all employees, Government Code 12940 requires districts to take reasonable steps to prevent harassment.~~ In addition, since ~~the language of~~ BP/AR 5145.7 - Sexual Harassment requires employees to

## SEXUAL HARASSMENT (continued)

report sexual harassment against students, training such employees to recognize **and address** sexual harassment ~~and address reports of~~ incidents furthers the district's interest in protecting both employees and students against prohibited conduct. Thus, it is strongly recommended that districts periodically provide sexual harassment training or information to all their employees, especially those who work at school sites.

Provision of periodic training to all district employees could also help foster a positive work environment and mitigate damages against a district in the event of sexual harassment litigation. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court held that employers that have taken reasonable steps to prevent and correct workplace sexual harassment may be able to reduce damages in the event of a lawsuit. Such steps may include establishing anti-harassment policies and communicating those policies to employees.

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. ~~Such~~ **The** training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 5145.7 - Sexual Harassment)*

**Note: The remainder of this section is for use by districts with 50 or more employees. Although the law does not require districts with fewer than 50 employees to provide sexual harassment training to supervisors, court decisions have held that providing training may help mitigate damages in sexual harassment suits. Additionally, provision of supervisor training may be a factor in determining whether a district has taken reasonable steps to prevent discrimination and harassment pursuant to Government Code 12940.**

Government Code 12950.1 requires such districts to provide two hours of sexual harassment training and education once every two years to every supervisory employee, defined as any employee with the authority to take employment action, including hiring, transferring, suspending, and disciplining other employees, or recommend such action if the exercise of that authority is not merely routine or clerical in nature. All newly hired supervisors or employees promoted to a supervisory position must receive the training within six months of their hire or assumption of the supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

Governing Board members, as elected officials, are not usually considered "supervisors"; however, since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive sexual harassment training. Districts should consult with legal counsel to ensure that the appropriate individuals receive training.

~~Although the law does not require districts with fewer than 50 employees to provide sexual harassment training to supervisors, court decisions have held that providing training may help mitigate damages in sexual harassment suits. Districts with fewer than 50 employees may delete or modify the remainder of this section to reflect district practice.~~

## SEXUAL HARASSMENT (continued)

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

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

*(cf. 4300 - Administrative and Supervisory Personnel)*

Note: Government Code 12950.1 and 2 CCR ~~11023~~ **11024**, as amended and renumbered by Register **2015, No. 50**, require that the training for supervisory employees contain specified components and be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

The district's sexual harassment training and education program for supervisory employees shall ~~include the provision of~~ **be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following:** (Government Code 12950.1; 2 CCR ~~11023~~ **11024**)

1. Information and practical guidance regarding federal and state laws on the prohibition, ~~against and the~~ **prevention**, and correction of sexual harassment, ~~and the remedies available to the victims of~~ **victims in employment-civil actions, and potential district and/or individual exposure or liability**
2. ~~Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation~~ **The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources**

Note: Pursuant to Government Code 12950.1, ~~the prevention of abusive conduct must be included as a component of the sexual harassment training for supervisors.~~

**SEXUAL HARASSMENT** (continued)

- ~~3. A component on the prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance~~
- 3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment**
- 4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint**
- 5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed**
- 4.6.** A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
- 3.7.** ~~A component on t~~The **definition and** prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance
- ~~5. All other contents of mandated training specified in 2 CCR 11023~~

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR ~~11023~~ **11024**)

**Notifications**

Note: Education Code 231.5 requires that the district provide copies of its policy on sexual harassment to staff, as specified below. In addition, 2 CCR 1102~~3~~**4** requires that supervisory employees undergoing mandatory training receive a copy of the district's policy and acknowledge receipt of the policy; see item #**6** in the section "Training" above.

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

**SEXUAL HARASSMENT** (continued)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

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

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

Note: Government Code 12950 requires the Department of Fair Employment and Housing (DFEH) to develop posters and information sheets on employment discrimination and the illegality of sexual harassment. These documents are available on DFEH's web site.
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All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

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

AR 4119.11(g)  
4219.11  
4319.11

**SEXUAL HARASSMENT** (continued)

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

(3/08 10/15) 12/16

# CSBA Sample Board Policy

Students

BP 5030(a)

## STUDENT WELLNESS

Note: The Healthy, Hunger-Free Kids Act of 2010 (42 USC 1758b) **mandates** each district participating in the National School Lunch Program (42 USC 1751-1769) or any program in the Child Nutrition Act of 1966 (42 USC 1771-1794), including the School Breakfast Program, to adopt a districtwide school wellness policy. The following policy fulfills this mandate and should be revised to reflect district practice. Other policies in the district's policy manual will likely contain additional provisions supporting this wellness policy, such as BP 3312 - Contracts, BP/AR 3550 - Food Service/Child Nutrition Program, BP/AR 3552 - Summer Meal Program, BP/AR 3553 - Free and Reduced Price Meals, BP/AR 3554 - Other Food Sales, BP/AR 6142.7 - Physical Education and Activity, and BP/AR 6142.8 - Comprehensive Health Education.

Although the Governing Board has discretion under 42 USC 1758b to determine specific policies appropriate for its schools, ~~the U.S. Department of Agriculture (USDA) is required to develop regulations 7 CFR 210.30, as added by 81 Fed. Reg. 50151, that provides a framework and guidelines to assist districts in establishing their student wellness policies, including minimum content requirements, assurance of stakeholder participation in the development and updates, and periodic assessment and disclosure of compliance with the district's wellness policy, and to provide technical assistance through the Centers for Disease Control and Prevention (CDC). Currently, the U.S. Department of Agriculture (USDA) and Centers for Disease Control and Prevention (CDC) provide resources and implementation tools on their web sites.~~ In addition, CSBA's Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide summarizes research on the relationship between nutrition and physical activity and student achievement, provides worksheets for policy development, and contains other resources that may be useful in the development of the wellness policy.

The following paragraph links student wellness with the components of a coordinated school health approach recommended in the California Department of Education's (CDE) Health Framework for California Public Schools and may be revised to reflect district practice.

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

*(cf. 1020 - Youth Services)*  
*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 3514 - Environmental Safety)*  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.61 - Drug Testing)*  
*(cf. 5131.62 - Tobacco)*  
*(cf. 5131.63 - Steroids)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5141.22 - Infectious Diseases)*

**STUDENT WELLNESS** (continued)*(cf. 5141.3 - Health Examinations)**(cf. 5141.31 - Immunizations)**(cf. 5141.32 - Health Screening for School Entry)**(cf. 5141.6 - School Health Services)**(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)**(cf. 6164.2 - Guidance/Counseling Services)***School Health Wellness Council/Committee**

Note: 42 USC 1758b and 7 CFR 210.30, as added by 81 Fed. Reg. 50151, requires that districts permit specified stakeholders ~~be permitted~~ to participate in the development, implementation, and periodic review and update of the district's wellness policy. One method to achieve continuing involvement of those groups and other key stakeholders ~~is could be~~ through the creation of a school wellness health council, as recommended in the CDE's Health Framework for California Public Schools. Pursuant to Government Code 54952, committees created by formal action of the Board are subject to open meeting laws (the Brown Act); see AR 1220 - Citizen Advisory Committees.

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.30)

Note: The remainder of this section is **optional** and may be revised to reflect district practice.

To fulfill this requirement, the Superintendent or designee may appoint a school wellness health council or other district committee, ~~whose membership shall include representatives of these groups and a wellness council coordinator. The council may include representatives of the groups listed above, as well as~~ He/she also may invite participation of other groups or individuals, such as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

*(cf. 1220 - Citizen Advisory Committees)**(cf. 9140 - Board Representatives)*

**The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the wellness council members.**

The ~~school health wellness~~ council/~~committee~~ shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council/~~committee~~ may also include the planning, implementation, and evaluation of activities to promote health within the school or community.



## STUDENT WELLNESS (continued)

### Goals for Nutrition, Physical Activity, and Other Wellness Activities

Note: 42 USC 1758b and 7 CFR 210.30, as added by 81 Fed. Reg. 50151, mandates that the district's wellness policy include goals for the activities specified below.

The Board shall adopt **specific** goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. **In developing such goals, the Board shall review and consider evidence-based strategies and techniques.** (42 USC 1758b; 7 CFR 210.30)

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

Note: The remainder of this section provides policy language to address this mandated topic and should be revised to reflect district practice.

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

*(cf. 6011 - Academic Standards)*

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

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6143 - Courses of Study)*

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6177 - Summer Learning Programs)*

~~To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free give-aways, or other means.~~

~~*(cf. 1325 - Advertising and Promotion)*~~

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical

## STUDENT WELLNESS (continued)

education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

*(cf. 5142.2 - Safe Routes to School Program)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

*(cf. 1330.1 - Joint Use Agreements)*

Professional development ~~shall may~~ be regularly offered to **the nutrition program director, managers, and staff, as well as** health education **teachers, and** physical education teachers, coaches, activity supervisors, ~~food services staff,~~ and other staff as appropriate to enhance their ~~health~~ knowledge and skills **related to student health and wellness.**

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

~~The Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.~~

~~*(cf. 1100 - Communication with the Public)*~~  
~~*(cf. 1112 - Media Relations)*~~  
~~*(cf. 1113 - District and School Web Sites)*~~  
~~*(cf. 1114 - District Sponsored Social Media)*~~  
~~*(cf. 6020 - Parent Involvement)*~~

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

**STUDENT WELLNESS** (continued)*(cf. 5131.2 - Bullying)**(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

**Nutritional Guidelines for All Foods Available at School**

Note: 42 USC 1758b **mandates** that the district's wellness policy include nutritional guidelines that are consistent with federal nutrition standards, as specified below. Also see AR 3550 - Food Service/Child Nutrition Program.

For all foods **and beverages** available on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with 42 USC **1758, 1766, 1773, and 1779** and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

Note: The remainder of this section provides policy language to address this mandated topic and should be revised to reflect district practice.

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

*(cf. 3550 - Food Service/Child Nutrition Program)**(cf. 3552 - Summer Meal Program)**(cf. 3553 - Free and Reduced Price Meals)**(cf. 5141.27 - Food Allergies/Special Dietary Needs)**(cf. 5148 - Child Care and Development)**(cf. 5148.3 - Preschool/Early Childhood Education)*

Note: Pursuant to 42 USC 1758, schools participating in the National School Lunch Program are required to make free drinking water available for consumption at locations where meals are served during meal service. In addition, Education Code 38086 requires all California schools to make free drinking water available during school meal times, unless the Board adopts a resolution demonstrating that the district is unable to comply due to fiscal constraints or health or safety concerns. See AR 3550 - Food Service/Child Nutrition Program for policy language related to these requirements. Also see CSBA's policy brief [Increasing Access to Drinking Water in Schools](#) for further information and sample strategies for providing water and encouraging consumption. **Information on potential funding sources to comply with the potable water requirement is available on the CDE web site.**

The Superintendent or designee shall provide access to free, potable water **during meal times** in the food service area **during meal times** in accordance with Education Code 38086 and 42

**STUDENT WELLNESS** (continued)

USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and **by** serving water in an appealing manner.

Note: Pursuant to 7 CFR 210.30, as added by 81 Fed. Reg. 50151, districts are mandated to include, within the wellness policy, standards for all foods and beverages which are made available to students outside the district's food services program (e.g., sales through vending machines, student stores, and fundraisers). Nutrition standards and other requirements pertaining to such food sales outside the food services program (e.g., sales through vending machines, student stores, and fundraisers) are addressed in AR 3554 - Other Food Sales. Pursuant to 42 USC 1758b, the USDA is required to establish nutrition standards for all foods sold and served in school at any time during the school day, although exemptions may be allowed for school sponsored fundraisers if the fundraisers are approved by the school and are infrequent. Districts will be required to implement the standards beginning one school year following the approval of the federal rule.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's **reimbursable** food services program, should support the health curriculum and promote optimal health. Nutritional standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutritional standards.

*(cf. 3312 - Contracts)*

*(cf. 3554 - Other Food Sales)*

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

Note: Pursuant to 7 CFR 210.30, as added by 81 Fed. Reg. 50151, only those foods and beverages that are allowed for sale on campus during the school day may be marketed within the district. The Analysis of Comments to the federal regulations, 81 Fed. Reg. 50151 pg. 50159-50160, clarifies that this includes, but is not limited to, marketing by way of signage, vending machine exteriors, menu boards, coolers, trash cans, cups and scoreboards, but does not apply to materials for educational purposes. It also states that existing items do not need to be immediately replaced, but as new contracts are signed and/or durable equipment replaced, these guidelines should be followed.

**To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (7 CFR 210.30)**

## STUDENT WELLNESS (continued)

*(cf. 1325 - Advertising and Promotion)*

### Program Implementation and Evaluation

**Note: 42 USC 1758b and 7 CFR 210.30 require the district to identify an individual with the authority and responsibility to ensure that each district school complies with the wellness policy. The Analysis of Comments to the federal regulations, 81 Fed. Reg. 50151 pg. 50155, recommends that districts provide a means of contacting the designated individual by providing a district or school phone number and/or email address.**

The Superintendent shall designate **the individual(s) identified below as the individual(s) responsible for ensuring** one or more district or school employees, as appropriate, to ensure that each school site complies with **this the district's wellness** policy. (42 USC 1758b; 7 CFR 210.30)

**Director of Educational Services  
(707) 374-1700  
Edservices@rdusd.org**

*(cf. 0500 - Accountability)*

*(cf. 3555 - Nutrition Program Compliance)*

**Note: 42 USC 1758b requires assessment of the implementation of the wellness policy but does not define any specific timeline. CSBA's publication Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies recommends that a report on the implementation of the wellness policy be provided to the Board at least once every two years. The following **optional** paragraph may be revised to reflect district practice. 42 USC 1758b and 7 CFR 210.30, as added by 81 Fed. Reg. 50151, require an assessment of the implementation and compliance of the wellness policy as specified in the paragraph below. At its discretion, the district may revise the following paragraph to reflect a more frequent schedule.**

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every **two three** years. (42 USC 1758b; 7 CFR 210.30)

**Note: 42 USC 1758b requires that the district assessment include a comparison of the district's policy with model wellness policies. See the USDA's web site for model policies and best practices recommended by federal and state agencies and nongovernmental organizations.**

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

**STUDENT WELLNESS** (continued)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the ~~school health~~ **wellness** council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

Note: Items #1-~~89~~ below are **optional** and may be revised to reflect district practice. For further information about the following indicators and a list of other possible indicators, see CSBA's Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies. The guide also describes possible data sources that may be used for each indicator and includes a sample report format. Indicators selected by the district may include a mix of process measures (e.g., level of student participation, number of classes, staffing, and costs) as well as outcome measures that assess the policy's impact on students (e.g., physical fitness test results, Body Mass Index, and food choices).

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records
3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods **and beverages** sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutritional standards
- 5. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards**
- 5.6.** Results of the state's physical fitness test at applicable grade levels
- 6.7.** Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
- 7.8.** A description of district efforts to provide additional opportunities for physical activity outside of the physical education program

**STUDENT WELLNESS** (continued)

- 8.9.** A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

~~The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before and after school program staff, and/or other appropriate persons.~~[MOVED UP]

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

~~The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the content and implementation of this policy and assessment results. (42 USC 1758b)~~[MOVED TO "NOTIFICATIONS" SECTION]

**Note:** In addition to the district self-assessment described above, 7 CFR 210. 18, as amended by 81 Fed. Reg. 50151, requires that the CDE conduct administrative reviews of all districts at least once every three years to ensure that districts are complying with their wellness policy. See section "Records" below for information about records that may be required for this assessment. The USDA's Food and Nutrition Service may grant a one-year extension to the CDE's three-year review cycle if needed for efficient state management of the program.

**In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.**

~~In addition,~~ ~~the~~ assessment results **of both the district and state evaluations** shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

**Posting Requirements**

~~Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)~~

**STUDENT WELLNESS** (continued)**Notifications**

**Note:** Pursuant to Education Code 49432, as amended by SB 1169 (Ch. 280, Statutes of 2016), 42 USC 1758b, and 7 CFR 210.30, as added by 81 Fed. Reg. 50151, the district is required to inform the public of the content and implementation of the wellness policy and the district's progress towards meeting the goals of the policy, as described below.

**The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.30)**

*(cf. 5145.6 - Parental Notifications)*

**Note:** The following optional paragraph may be revised to reflect district practice.

The Superintendent or designee ~~may disseminate health information and/or the district's student wellness policy to parents/guardians through~~ **shall distribute this information through the most effective methods of communication, including** district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health **and wellness** and academic performance.

*(cf. 1100 - Communication with the Public)*

*(cf. 1112 - Media Relations)*

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 6020 - Parent Involvement)*

**Note:** As amended by SB 1169 (Ch. 280, Statutes of 2016), Education Code 49432 no longer requires schools to post the district's policies and regulations on nutrition and physical activity in public view **within all school cafeterias or other central eating areas.** Education Code 49432 **continues to authorize**, but does not require, schools to post a summary of nutrition and physical activity laws and regulations. The following paragraph is **optional**.

Each school ~~shall also~~ **may** post a summary of nutrition and physical activity laws and regulations prepared by the ~~California Department of Education~~ **CDE**.

**Records**

**Note:** 7 CFR 210.30, as added by 81 Fed. Reg. 50151, requires the district to retain records to document compliance with the federal regulation. The following paragraph outlines the records that, at a minimum, must be retained by the district.



**STUDENT WELLNESS** (continued)

**The Superintendent or designee shall retain records that document compliance with 7 CFR 210.30, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.30)**

*Legal Reference: (see next page)*

**STUDENT WELLNESS (continued)***Legal Reference:*EDUCATION CODE

33350-33354 CDE responsibilities re: physical education

**38086 Free fresh drinking water**

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act

49540-49546 Child care food program

49547-49548.3 Comprehensive nutrition services

49550-49564.2 Meals for needy students

49565-49565.8 California Fresh Start pilot program

49570 National School Lunch Act

51210 Course of study, grades 1-6

**51210.1-51210.2 Physical education, grades 1-6****51210.4 Nutrition education**

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51795-51796.58 School instructional gardens

51880-51921 Comprehensive health education

CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j National School Lunch Program, especially:

1758b Local wellness policy

1771-1794.3 Child Nutrition Act, especially:

1773 School Breakfast Program

1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.34.3 National School Lunch Program, especially:

**210.30 Wellness policy**

220.1-220.22 National School Breakfast Program

COURT DECISIONSFrazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781*Management Resources:*CSBA PUBLICATIONS**Integrating Physical Activity into the School Day, Governance Brief, April 2016**Increasing Access to Drinking Water in Schools, Policy Brief, March/April 2013Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012**Physical Activity and Physical Education in California Schools, Research Brief, April 2010**Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009*Management Resources continued: (see next page)*

**STUDENT WELLNESS (continued)***Management Resources: (continued)*CSBA PUBLICATIONS (continued)

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, ~~March 2010~~ **January 2015**

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, ~~2005 rev. 2012~~ **2012**

FEDERAL REGISTER

Rules and Regulations, ~~January 26, 2012, Vol. 77, Number 17, pages 4088-4167~~ **July 29, 2016, Vol. 81, Number 146, pages 50151-50170**

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, ~~2000~~ **rev. 2012**

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, ~~2005~~ **2016**

Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000

WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

**Alliance for a Healthier Generation: <http://www.healthiergeneration.org>**

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

**U.S. Department of Agriculture, Healthy Meals Resource System: <http://healthymeals.fns.usda.gov>**

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# CSBA Sample Administrative Regulation

Students

AR 5111.1(a)

## DISTRICT RESIDENCY

### Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

Note: State law provides a number of options under which a student may attend school in a district other than the district where he/she resides. For instance, a student attending a school identified as low achieving on the state's Open Enrollment List may transfer to a school in any other district in the state subject to certain conditions, pursuant to Education Code 48350-48361; see BP/AR 5118 - Open Enrollment Act Transfer. If the district chooses to enter into an interdistrict attendance agreement pursuant to Education Code 46600-46611, a student may request a permit to attend school in a different district when both the district of residence and the district of proposed attendance have agreed to allow interdistrict attendance. If the Governing Board has declared the district to be a "school district of choice" pursuant to Education Code 48300-48316, the district may accept a specific number of interdistrict transfers into the district through a random, unbiased selection process. See BP/AR 5117 - Interdistrict Attendance for further information about these options. Pursuant to Education Code 48204, 48301, and 48356, students admitted under any of these options are deemed to have met district residency requirements. The district should revise item #3 as appropriate to reflect options provided by the district.

3. The student **has been is** admitted through an interdistrict attendance option, such as an interdistrict attendance agreement, "school district of choice" transfer, or Open Enrollment Act transfer. (Education Code 46600, 48204, 48301, 48356)

*(cf. 5117 - Interdistrict Attendance)*

*(cf. 5118 - Open Enrollment Act Transfers)*

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

**DISTRICT RESIDENCY** (continued)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

*(cf. 6183 - Home and Hospital Instruction)*

Note: Education Code 48204, as amended by SB 200 (Ch. 174, Statutes of 2015) and AB 224 (Ch. 554, Statutes of 2015), provides that a student can meet residency requirements based on the location of his/her parent/guardian's employment under the circumstances described in item #8 below.

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

Note: Pursuant to Education Code 48204.3, as added by SB 1455 (Ch. 312, Statutes of 2016), a student will be deemed to meet district residency requirements if his/her parent/guardian is transferred or is pending transfer to a military installation (i.e., a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense or the U.S. Coast Guard) within district boundaries.

9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within district boundaries. (Education Code 48204.3)

*(cf. 6173.2 - Education of Children of Military Families)*

**Residency Based on Parent/Guardian Employment (Allen Bill Transfers)**

Note: The following section is **optional**. Education Code 48204 permits, but does not require, districts to admit a student whose parent/guardian is employed within district boundaries for a minimum of 10 hours during the school week (so-called "Allen bill transfers"). If the district chooses to grant residency status to such students, it may nevertheless deny enrollment to students under the circumstances identified in items #1-3 below. SB 200 (Ch. 174, Statutes of 2015) and AB 224 (Ch. 554, Statutes of 2015) amended Education Code 48204 to provide that this option will become inoperative on July 1, 2017 unless extended by future legislation. AB 2537 (Ch. 106, Statutes of 2016) amended Education Code 48204 to indefinitely extend the district's authority to grant residency under these circumstances.

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

**DISTRICT RESIDENCY** (continued)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Note: The following paragraph is **optional**. In 84 Ops.Cal.Atty.Gen. 198 (2001), the Attorney General opined that overcrowding is not an "arbitrary consideration" within the meaning of Education Code 48204. Therefore, a district may deny an application when the district's school facilities are overcrowded at the relevant grade level. The Attorney General also clarified that, once a student is admitted, he/she must be allowed to continue to attend school in the district through the highest grade level offered by the district, even if the school subsequently becomes overcrowded at the relevant grade level. Although Attorney General opinions are not binding on the courts, they are generally afforded deference when there is no specific statutory or case law to the contrary. The following paragraph is based on this Attorney General opinion.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

Note: Education Code 48204 prescribes limits on the number of net Allen bill transfers out of the district (the difference between the number of students entering and exiting the district) that a district may allow each fiscal year, unless waived by the sending district. The limits are based on the average daily attendance (ADA) of the district, as follows: five percent of ADA for districts with 500 or less ADA; three percent of ADA or 25 students, whichever is greater, for districts with an ADA of 501-2,500; and one percent of ADA or 75 students, whichever is greater, for districts with an ADA of 2,501 or more. The following paragraph may be modified to specify the percentage that applies to the district's ADA.

Even if the district has not authorized Allen bill transfers into the district, Education Code 48204 provides that the district may disallow transfers out of the district, within the specified limits, by students whose parent/guardian is employed within the boundaries of another district.

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

**DISTRICT RESIDENCY** (continued)

**Proof of Residency**

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student

Note: Pursuant to Education Code 48204, a student shall be deemed a resident of the district if he/she lives with a caregiving adult within district boundaries; see item #5 in section "Criteria for Residency" above. Family Code 6552 provides an affidavit which authorizes a caregiver 18 years of age or older to enroll a minor in school and requires the caregiver's attestation that the student lives with the caregiver. If the student stops living with the caregiver, Family Code 6550 requires the caregiver to so notify the school.

9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

*(cf. 5141 - Health Care and Emergencies)*

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

Note: The following paragraph is for use by districts in which there is a military installation within district boundaries. Pursuant to Education Code 48204.3, as added by SB 1455 (Ch. 312, Statutes of

**DISTRICT RESIDENCY** (continued)

2016), a parent/guardian who is seeking residency status based on his/her transfer or pending transfer to a military installation within district boundaries may provide any of the following types of proof of residence.

A parent/guardian who is transferred or pending transfer into a military installation within district boundaries shall provide proof of residence within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

Note: Federal and state law require the immediate enrollment of homeless youth (Education Code 48852.7; 42 USC 11432), and foster youth (Education Code 48853.5), or student who has had contact with the juvenile justice system (Education Code 48645.5), regardless of their his/her ability to provide the school with records normally required for enrollment, including proof of residency. If a dispute arises over the enrollment of a homeless or foster youth, the student must be allowed to attend school while the district liaison conducts a dispute resolution process. See BP/AR/E 6173 - Education for Homeless Children and AR 6173.1 - Education for Foster Youth.

The California Department of Education's web site provides sample forms to obtain a declaration and affidavit from the parent/guardian or other qualified adult relative of a homeless child attesting that the family does not have a fixed, regular, adequate nighttime residence and indicating the current location where the family lives.

~~The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative.~~

However, ~~a~~Any homeless or foster youth or student who has had contact with the juvenile justice system shall ~~not be required~~ immediately enrolled in school even if he/she is unable to provide proof of residency as a condition of enrollment in district schools. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

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

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

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

~~A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.~~[MOVED UP]



**DISTRICT RESIDENCY** (continued)

**Safe at Home/Confidential Address Program**

Note: Government Code 6205-6210 authorize the Secretary of State to provide victims of domestic violence, stalking, or sexual assault with a substitute address to use in place of their residence, work, or school address in all public records. Under this program, the Secretary of State receives any mail sent to the substitute address and forwards it to the program participant's confidential address. Pursuant to Government Code 6207, the district must accept and use the substitute address designated by the Secretary of State as a participant's substitute address for all communication and correspondence with program participants. The participant will present a laminated identification card containing his/her substitute address and a four-digit authorization number. The district may verify the enrollment of a student in the program by contacting the Safe At Home program.

Program participants have been advised by the Secretary of State to provide administrators with their actual residence location only for school emergency purposes and to establish residency within the district.

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

*(cf. 3580 - District Records)*

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# CSBA Sample Board Policy

Students

BP 5116.2(a)

## INVOLUNTARY STUDENT TRANSFERS

The Governing Board desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

*(cf. 5113.1 - Chronic Absence and Truancy)*

*(cf. 5116.1 - Intradistrict Open Enrollment)*

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

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

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

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

### Students Convicted of Violent Felony or Misdemeanor

Note: Education Code 48929, as added by SB 1343 (Ch. 154, Statutes of 2016), authorizes a district to involuntarily transfer a student who has been convicted of a violent felony as defined in Penal Code 667.5(c) (including, but not limited to, attempted murder, rape, assault, kidnapping, and robbery) or a misdemeanor associated with possession of a firearm as specified in Penal Code 29805, whenever the student is enrolled at the same school as a student who was a victim of the crime.

In order to exercise this authority, Education Code 48929 **mandates** the Governing Board to adopt, at a regularly scheduled meeting, policy that contains the following provisions: (1) a requirement that the student and his/her parent/guardian be notified of the right to request a meeting with the principal or designee; (2) a requirement that the school first attempt to resolve the conflict using restorative justice, counseling, or other services; (3) whether the decision to transfer a student is subject to periodic review and the procedure for conducting the review; and (4) the process to be used by the Board to consider and approve or disapprove the recommendation of the principal or designee to transfer the student. Education Code 48929 also requires the district to provide notice of the policy to parents/guardians as part of the annual parental notification required by Education Code 48980.

A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

## **INVOLUNTARY STUDENT TRANSFERS** (continued)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

*(cf. 5138 - Conflict Resolution/Peer Mediation)*  
*(cf. 5144 - Discipline)*  
*(cf. 6164.2 - Guidance and Counseling Services)*

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

Note: The following paragraph may be revised to reflect district practice. Education Code 48929 **mandates** that the Board adopt policy describing the process to be used by the Board to consider and take action on the recommendation to transfer a student under this law, but does not prescribe any such process.

Education Code 35146 provides that the Board must meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. See BB 9321 - Closed Session Purposes and Agendas.

The principal or designee shall submit to the Superintendent or designee a recommendation as to whether or not the student should be transferred. If the Superintendent or designee determines that a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

*(cf. 9321 - Closed Session Purposes and Agendas)*

The decision to transfer a student shall be subject to periodic review by the Superintendent or designee.

The Superintendent or designee shall annually notify parents/guardians of the district's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

*(cf. 5145.6 - Parental Notifications)*

## **INVOLUNTARY STUDENT TRANSFERS (continued)**

### **Other Involuntary Transfers**

Students may be involuntarily transferred under either of the following circumstances:

Note: Item #1 below is for use by districts that maintain high schools. Education Code 48432 requires such districts to establish and maintain continuation education schools or classes whenever there are any students residing in the district who are subject to compulsory continuation education. Pursuant to Education Code 48432.5, districts that assign students to continuation schools are mandated to adopt rules and regulations governing procedures for involuntary transfer of students to continuation schools. See BP/AR 6184 - Continuation Education for language fulfilling this mandate.

1. If a high school student commits an act enumerated in Education Code 48900 or is habitually truant or irregular in school attendance, he/she may be transferred to a continuation school. (Education Code 48432.5)

*(cf. 6184 - Continuation Education)*

Note: Education Code 48660-48666 authorize districts to establish community day schools for expelled students, certain probation-referred students pursuant to Welfare and Institutions Code 300 or 602, and students referred by a school attendance review board or through another formal district process. Pursuant to Education Code 48662, districts establishing a community day school are mandated to adopt policy that provides procedures for the involuntary transfer of students to the school. See BP/AR 6185 - Community Day Schools for language fulfilling this mandate.

2. If a student is expelled from school for any reason, is probation-referred pursuant to Welfare and Institutions Code 300 or 602, or is referred by a school attendance review board or another formal district process, he/she may be transferred to a community day school. (Education Code 48662)

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

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

*(cf. 6185 - Community Day School)*

*Legal Reference: (see next page)*

## **INVOLUNTARY STUDENT TRANSFERS (continued)**

*Legal Reference:*

EDUCATION CODE

35146 *Closed sessions; student matters*

48430-48438 *Continuation classes, especially:*

48432.5 *Involuntary transfer to continuation school*

48660-48666 *Community day schools, especially:*

48662 *Involuntary transfer to community day school*

48900 *Grounds for suspension and expulsion*

48929 *Transfer of student convicted of violent felony or misdemeanor*

48980 *Notice at beginning of term*

PENAL CODE

667.5 *Violent felony, definition*

29805 *Misdemeanors involving firearms*

WELFARE AND INSTITUTIONS CODE

300 *Minors subject to jurisdiction*

602 *Minors violating laws defining crime; ward of court*

*Management Resources:*

WEB SITES

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

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

# CSBA Sample Board Policy

Students

BP 5141.21(a)

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Note: The following **optional** policy and accompanying administrative regulation apply to the administration of medication to students pursuant to Education Code 49414, **49414.3**, 49414.5, **49414.7**, 49423, and 49423.1; **and the** permissive guidelines in 5 CCR 600-611.; ~~and guidelines related to the training and supervision of nonmedical employees providing emergency medical assistance to students who suffer epileptic seizures (5 CCR 620-627).~~ **Education Code 49414.3, as added by AB 1748 (Ch. 557, Statutes of 2016), authorizes districts to make emergency naloxone hydrochloride or another opioid antagonist available to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose.**

**Education Code 49414.7, which authorized trained, unlicensed school personnel to administer medication to students with epilepsy suffering from seizures, is repealed on its own terms effective January 1, 2017. Although the procedures in Education Code 49414.7 are no longer required, health providers may train unlicensed school personnel to administer medication, including emergency anti-seizure medication, pursuant to the general authority in Education Code 49423 and 5 CCR 600-611, as interpreted by the California Supreme Court in American Nurses Association v. Torlakson.**

~~For students identified as qualified for services under the Individuals with Disabilities Education Act (20 USC 1400 1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), prescribed medication must be administered in accordance with the student's individualized education program or Section 504 services plan. See also BP/AR 5141.24 - Specialized Health Care Services, BP/AR 6159 - Individualized Education Program, and BP/AR 6164.6 - Identification and Education Under Section 504.~~

This policy and regulation do not address situations in which a district might be engaged in a collaborative arrangement with another entity for the provision of school health services to students; see BP/AR 5141.6 - School Health Services.

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

*(cf. 5113 - Absences and Excuses)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

***(cf. 5141.24 - Specialized Health Care Services)***

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

Note: 5 CCR 604 authorizes a parent/guardian to administer medication to his/her child or designate an individual to administer the medication, as specified below. In addition, California law allows students to carry and self-administer medication needed for the treatment or management of certain medical conditions, when the district has received a written request from the student's parent/guardian and written authorization from the student's authorized health care provider, as specified in the accompanying administrative regulation. Students have legal authorization to self-administer diabetes medication pursuant to Education Code 49414.5, auto-injectable epinephrine for anaphylactic reactions pursuant to Education Code 49423, and inhaled asthma medication pursuant to Education Code 49423.1. Pursuant to 5 CCR 605, districts may choose to allow students to carry and self-administer other types of medication beyond those specifically authorized by the Education Code.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the child's authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

*(cf. 6116 - Classroom Interruptions)*

**The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)**

Note: The following **optional** paragraph may be revised to reflect district practice. The U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that a district's emergency and disaster preparedness plan include procedures for dealing with medical emergencies, such as a pandemic flu outbreak or public disaster. **See CSBA's fact sheet [Pandemic Influenza](#).**

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

~~In addition,~~ The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

### Administration of Medication by School Personnel

Note: Various provisions of state law allow districts to train nonmedical district employees (i.e., those who do not possess a medical license) to provide medical assistance to students at school when a credentialed school nurse or other licensed individual is unavailable. For example, Education Code 49414, **49414.3**, 49414.5, **49423**, and **49423.1**, ~~and 49414.7~~ **specifically** authorize the use of trained, unlicensed school employees to administer ~~emergency~~ medications to students suffering from allergic reactions, **opioid overdose**, severe hypoglycemia, **or asthma**, ~~and epileptic seizures~~. Moreover, in American Nurses Association v. Torlakson, the California Supreme Court held that, as with other prescription medications, state law permits trained, unlicensed school personnel to administer insulin to students ~~in school in accordance with a written health care provider statement and parental consent~~ **where a physician has determined that unlicensed school personnel may safely and appropriately administer the medication. The medication must be administered in accordance with a written health care provider statement and parental consent.**

~~Any medication prescribed by an authorized health care provider, including, but not limited to, emergency antiseizure medication for a student who suffers epileptic seizures, auto-injectable epinephrine, insulin, or glucagon, may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's parent/guardian and authorized health care provider. (Education Code 49414.7, 49423; 5 CCR 600)~~

**When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, and administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. and Such personnel shall be afforded appropriate liability protection.**

*(cf. 3530 - Risk Management/Insurance)*

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*

*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*



## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

Note: Certain medication specific statutes that authorize unlicensed district employees to administer medication to students require that such employees be trained. For example, Education Code 49414.7 requires training by qualified medical personnel for unlicensed district employees who volunteer to administer emergency antiseizure medications to students who suffer epileptic seizures. Guidelines for the training and supervision of such unlicensed school employees have been adopted as 5 CCR 620-627 and are specified in the accompanying administrative regulation.

When medically unlicensed school personnel are authorized by law to administer any medication to students, such as emergency antiseizure medication, auto-injectable epinephrine, insulin, or glucagon, the Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. (Education Code 49414, **49414.3**, 49414.5, **49414.7**, 49423, 49423.1)

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

### Legal Reference:

#### EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

**49414.3 Emergency medical assistance; administration of medication for opioid overdose**

49414.5 Providing school personnel with voluntary emergency training

~~49414.7 Emergency medical assistance; administration of epilepsy medication~~

49422-49427 Employment of medical personnel, especially:

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication

49480 Continuing medication regimen; notice

Legal Reference continued: (see next page)

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

*Legal Reference: (continued)*

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions

4119.2 Acquisition of epinephrine auto-injectors

**4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist**

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

**620-627 Administration of emergency antiseizure medication by trained volunteer nonmedical school personnel**

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

COURT DECISIONS

*American Nurses Association v. Torlakson*, (2013) 57 Cal. App. 4th 570

*Management Resources:*

CSBA PUBLICATIONS

***Pandemic Influenza, Fact Sheet, September 2007***

AMERICAN DIABETES ASSOCIATION PUBLICATIONS

*Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes*, May 2006

*Training Standards for the Administration of Epinephrine Auto-Injectors*, **December 2004 rev. 2015**

*Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools*, August 2007

***Program Advisory on Medication Administration, 2005***

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

*Helping the Student with Diabetes Succeed: A Guide for School Personnel*, June 2003

WEB SITES

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

American Diabetes Association: <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

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**Policy Reference UPDATE Service**

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# CSBA Sample Administrative Regulation

Students

AR 5141.21(a)

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Note: The following administrative regulation reflects requirements for the administration of medication to students on a continuing medication regimen or in emergency medical situations at school or a school-related activity. The district should consult legal counsel as necessary to ensure that all legal requirements are met.

Education Code 49414.7, which authorized trained, unlicensed school personnel to administer anti-seizure medication to students with epilepsy, repealed on its own terms effective January 1, 2017. However, districts may choose to continue to train unlicensed school personnel to administer anti-seizure medication under the general authority in Education Code 49423 and 5 CCR 600-611, as interpreted by the California Supreme Court in American Nurses Association v. Torlakson. Such administration must be contingent upon a physician's written authorization for unlicensed personnel to administer the medication to the particular student. The district may revise the following regulation to reflect any district requirements related to the administration of such medication.

### Definitions

*Authorized health care provider* means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

*Other designated school personnel* means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

*Medication* may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

~~*Emergency medical assistance for a student suffering an epileptic seizure* means the administration of an emergency antiseizure medication such as diazepam rectal gel and other emergency medications approved by the federal Food and Drug Administration for patients suffering from epileptic seizures. (Education Code 49414.7; 5 CCR 621)~~

Note: Education Code 49414, as amended by AB 1386 (Ch. 374, Statutes of 2016), defines "epinephrine auto-injector" as follows.

~~*Epinephrine auto-injector* means a disposable drug-delivery system with a spring-activated needle that is designed for emergency administration of epinephrine to provide rapid, convenient first aid for persons suffering a potentially fatal reaction to anaphylaxis device~~

## **ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**

(continued)

**designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction.** (Education Code 49414)

*Anaphylaxis* means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

### **Notifications to Parents/Guardians**

Note: Pursuant to Education Code 48980, districts must notify parents/guardians, at the beginning of each school year, of their rights and responsibilities (see section "Parent/Guardian Responsibilities" below) under Education Code 49423 pertaining to the administration of medication by school employees and self-administration of epinephrine by students. Though notification is not required for self-administration of any medication other than epinephrine, it is recommended that the annual notification include other medications to facilitate implementation by school personnel.

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

*(cf. 5145.6 - Parental Notifications)*

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

**Parent/Guardian Responsibilities**

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

Note: Education Code 49423 and 5 CCR 600 authorize districts to administer prescribed medication only upon receipt of written statements from the student's authorized health care provider and parent/guardian. ~~Education Code 49414.7 and 5 CCR 626 require similar statements before school personnel may administer emergency antiseizure medication to students. In addition, a~~ appropriate statements must be received before students are allowed to carry and self-administer diabetes medication pursuant to Education Code 49414.5, auto-injectable epinephrine pursuant to Education Code 49423, or asthma medication pursuant to Education Code 49423.1. Districts may choose to allow students to carry and self-administer other types of medication beyond those authorized by the Education Code. If so, the district should modify the following section accordingly. See the accompanying Board policy.

1. P  
roviding parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49414.7, 49423, 49423.1; 5 CCR 600, 626)

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)

Note: Pursuant to Education Code 49414.7, if the district chooses to participate in a program to train nonmedical school employees who volunteer to provide emergency medical assistance to students suffering from epileptic seizures when licensed health care professionals are not available onsite, it must establish a district plan that includes item #3 below.

- ~~3. If the student suffers from epilepsy, notifying the principal or designee whenever the student has had an emergency antiseizure medication administered to him/her within the past four hours on a school day. (Education Code 49414.7)~~

Note: Pursuant to 5 CCR 606, the district is authorized to establish rules for the delivery and storage of medication on a school site.

- 4.3.** Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

**Parent/Guardian Statement**

Note: 5 CCR 603 authorizes the district to establish specific requirements regarding the parent/guardian's written statement. The following list should be modified to reflect the district's requirements.

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**

(continued)

4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

**Health Care Provider Statement**

Note: Education Code 49423 and 49423.1 and 5 CCR 602 list items that the authorized health care provider's written statement must contain, as specified in items #1-45 below. ~~Education Code 49414.7 and 5 CCR 626 contain requirements similar to items #1-3 for the administration of emergency epilepsy medication.~~ Districts that request additional information in the statement should modify the following list accordingly.

## ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS (continued)

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer ~~auto-injectable epinephrine or diabetes or asthma~~ medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code ~~49414.7~~, 49423, 49423.1; 5 CCR 602, ~~626~~)
2. The name of the medication (Education Code ~~49414.7~~, 49423, 49423.1; 5 CCR 602, ~~626~~)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code ~~49414.7~~, 49423, 49423.1; 5 CCR 602, ~~626~~)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code ~~49414.5~~, 49423, 49423.1; 5 CCR 602)
- 5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)**

Note: Items <del>#5-7</del> <b>6-8</b> below may be revised to reflect district practice.
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- 5-6.** For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
- 6-7.** Possible side effects of the medication
- 7-8.** Name, address, telephone number, and signature of the student's authorized health care provider

~~When authorizing a district employee to administer emergency antiseizure medication to a student, the authorized health care provider's written statement shall also include the following: (Education Code 49414.7; 5 CCR 626)~~

- ~~1. Detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of the medication becomes necessary~~



**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

2. ~~Any potential adverse responses by the student and recommended mitigation actions, including when to call emergency services~~
3. ~~A protocol for observing the student after a seizure, including, but not limited to, whether he/she should rest in the school office or return to his/her class and the length of time he/she should be under direct observation~~
4. ~~A statement that, following a seizure, a school administrator or other staff member shall contact the school nurse and the student's parent/guardian to continue the observation plan~~

**District Responsibilities**

Note: The following section should be modified to reflect district practice.

**The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.**

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered

Note: 5 CCR 601 specifies items that districts may, but are not required to, include in the medication log, as provided in item #4 below.

4. Maintain for each student a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

- b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication

Note: 5 CCR 601 specifies items that may be included in the medication record, as detailed below. In addition, 5 CCR 607 authorizes the district to establish policies regarding documentation of medication, including the maintenance of the medication record.

5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
6. Ensure that student confidentiality is appropriately maintained

*(cf. 5125 - Student Records)*

7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6153 - School-Sponsored Trips)*

8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her medication
9. Keep all medication to be administered by the district in a locked drawer or cabinet
10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose

Note: 5 CCR 609 authorizes the district to establish policies regarding unused, discontinued, or outdated medication.

12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

**13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance**

**14. Provide immediate medical assistance if needed, r**Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

**Additional Requirements for Management of Epileptic Seizures [SECTION DELETED]**

**Emergency Epinephrine Auto-Injectors**

Note: ~~As amended by SB 1266 (Ch. 321, Statutes of 2014),~~ Education Code 49414 requires districts to provide epinephrine auto-injectors to school nurses or other employees who volunteer and receive training, which they may use to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an anaphylactic reaction. ~~SB 1266 deleted the requirement to develop a district plan related to the use of epinephrine auto-injectors.~~

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

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

Note: Education Code 49414 specifies topics to be included in training for employees who volunteer to be trained in the use of epinephrine auto-injectors. ~~As amended by SB 1266 (Ch. 321, Statutes of 2014),~~ Education Code 49414 requires the Superintendent of Public Instruction (**SPI**), in consultation with specified agencies and organizations, to review the minimum standards for the training at least every five years. These standards are available on the California Department of Education's web site.

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414, and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: Education Code 49414, as amended by SB 1266 (Ch. 321, Statutes of 2014), specifies the type of epinephrine auto-injectors that must be provided to each school and the district personnel authorized to obtain the prescriptions. The following paragraphs may be revised to reflect the position(s) assigned to fulfill this responsibility and the grade levels maintained by the district.

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414)

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

*(cf. 3290 - Gifts, Grants and Bequests)*

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**  
(continued)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

*(cf. 3580 - District Records)*

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# Board Policy

Instruction

BP 6146.1(a)

## HIGH SCHOOL GRADUATION REQUIREMENTS

The Governing Board ~~of Trustees~~ desires to prepare all students to obtain a high school diploma to enable them to take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

~~(cf. 5149 - At Risk Students)~~ (cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

### Course Requirements

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified (totals 245 credits plus 15 hours community service):

1. Four years of English (Education Code 51225.3) (40 credits plus successful completion of CAHSEE)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Three years in Mathematics (Education Code 51225.3) (30 credits and successful completion of CAHSEE)

At least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. (Education Code 51224.5)

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement, but shall not exempt a student from the requirement to complete three mathematics courses in grades 9-12. (Education Code 51224.5)

(cf. 6011 - Academic Standards)

(cf. 6142.92 - Mathematics Instruction)

3. Three years in Science, including Biology and Physical Science (Education Code 51225.3) (10 credits in Life Science and 10 credits in Physical Science). Additional 10 credits of Life and/or Physical Science elective.

(cf. 6142.93 - Science Instruction)

4. Three and ½ years in Social Studies, including World History (10 credits); a one-semester course in World Geography (5 credits); United States History (10 credits); a one-semester course in American Government and Civics (5 credits); and a one-semester course in Economics (5 credits) (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.93 - History-Social Science Instruction)

5. One year in Visual or Performing Arts, Foreign Language, or American Sign Language, or career technical education (Education Code 51225.3)(10 credits: 2 semesters of same the language and/or visual performing arts)

To be counted towards meeting graduation requirements, a course in career technical education shall be aligned to the career technical model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

6. Two years in Physical Education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3) (20 credits)

(cf. 6142.7 - Physical Education Activity))

**In addition, pursuant to Education Code 51225.6, as added by AB 1719 (Ch. 556, Statutes of 2016), a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation beginning in the 2018-19 school year. See AR 6143 - Courses of Study.**

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

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*(cf. 6142.8 - Comprehensive Health Education)*

7. One semester of "Technology"

8. The equivalent of 75 credits of elective credits.

9. 15 hours of prior approved Community Service (this is in addition to the 245 credit graduation requirement and successfully passed the CAHSEE).

(cf. 6142.4 - Service Learning/Community Service Classes)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in

accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)  
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

The Superintendent or designee shall exempt or waive specific course requirements for foster youth or children of military families in accordance with Education Code 51225.3 and 49701.

(cf. 6173.1 - Education for Foster Youth)  
(cf. 6173.2 - Education for Children of Military Families)  
*(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)*

### High School Exit Examination

~~As a condition of high school graduation, each student completing grade 12 shall have successfully passed the state exit examination in language arts and mathematics unless he/she receives a waiver or exemption. (Education Code 60851, 60859)~~

~~(cf. 6146.4—Differential Graduation and Competency Standards for Students with Disabilities)  
(cf. 6159—Individualized Education Program)  
(cf. 6162.52—High School Exit Examination)~~

~~Supplemental instruction shall be offered to any student in grade 7–12 who does not demonstrate "sufficient progress," as defined in BP 6179—Supplemental Instruction, toward passing the exit exam. (Education Code 37252, 60851)~~

~~(cf. 5148.2—Before/After School Programs)  
(cf. 6176—Weekend/Saturday Classes)  
(cf. 6177—Summer School)  
(cf. 6179—Supplemental Instruction)~~

~~Students who have not passed one or both parts of the exit exam by the end of grade 12 shall have the opportunity to receive intensive instruction and services for up to two consecutive academic years after completion of grade 12 or until they have passed both parts of the exam, whichever comes first. (Education Code 37254)~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)  
(cf. 6164.2—Guidance/Counseling Services)~~

~~In addition to intensive remedial instruction, the district shall offer students who have passed all state and local graduation requirements except one or both parts of the exit exam the following options for two years beyond their regular senior year or until they pass the exam, whichever occurs first:~~

~~Intensive CAHSEE remedial instruction through RDUSD's adult school, Wind River Summer School, After-School, and Extended Day Programs~~



~~(cf. 0420.4—Charter Schools)  
(cf. 6158—Independent Study)  
(cf. 6184—Continuation Education)~~

~~The Superintendent or designee shall regularly report to the Board regarding the number of students who have fulfilled all local and state graduation requirements except for the passage of the exit exam and the resources that have been offered to such students.~~

#### ~~Certificates of Completion~~

~~Students who have passed all the district's course requirements by the end of their senior year but are unable to pass the high school exit exam shall receive a certificate of completion. Students can participate in graduation ceremonies if they who have passed all the district's course requirements by the end of their senior year but are unable to pass the high school exit exam.~~

~~The Superintendent or designee shall regularly report to the Board regarding the number of students receiving a certificate of completion and the resources that have been offered to such students.~~

#### ~~Awarding Diplomas and Updating Transcripts~~

~~1. — Students who have met all graduation requirements with the exception of passing one or both parts of the CAHSEE shall be encouraged to attend the Wind River adult school. Students attending Wind River who pass the CAHSEE within the two years will receive a diploma from their original high school.~~

~~2. — Student requiring more than two years to pass one or both parts of the CAHSEE will receive a diploma from Wind River adult school.~~

~~3. — Students who have not met all graduation requirements and have not passed one or both parts of the CAHSEE will become an adult school student and shall receive a diploma from Wind River adult school upon completion of all requirements.~~

~~4. — Wind River will notify the district's AERIES specialist when a student passes CAHSEE within two years. The transcript will be modified to indicate "met requirement" by CAHSEE ELA and/or CAHSEE Math. The AERIES specialist will notify the site registrar of the change in status.~~

~~5. — The site registrar will change the graduation code to Standard High School Diploma/Waiver or to Standard High School Diploma.~~

~~6. — The high school will provide the diploma to the student. The student's transcript will reflect the original senior class graduation date.~~

**A foster youth, homeless student, or former juvenile court school student who transfers into the district any time after completing his/her second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee**

**makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of his/her fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether he/she qualifies for it. (Education Code 51225.1)**

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 5145.6 - Parental Notifications)*

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

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

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

**Note: Education Code 49701 requires district officials to help facilitate the on-time graduation of children of military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district. If the district does not grant such a waiver, then "best efforts" must be used to provide the student with alternative means to acquire the required coursework so that he/she can graduate on time. See BP/AR 6173.2 - Education of Children of Military Families for additional language implementing this requirement.**

**In addition, the Superintendent or designee shall facilitate the on-time graduation of children of military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district. (Education Code 49701)**

*(cf. 6173.2 - Education for Children of Military Families)*

#### Retroactive Diplomas

Until July 31, 2018, any student who completed grade 12 in the 2003-04 school year or a subsequent school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 60851.6)

The district may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. (Education Code 51430)

The district also may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

In addition, the district may grant a diploma to a veteran who entered the military service of the United States while he/she was a district student in grade 12 and who had completed the first half of the work required for grade 12. (Education Code 51440)

#### Legal Reference:

*EDUCATION CODE*

47612 Enrollment in charter school  
48200 Compulsory attendance  
48412 Certificate of proficiency  
48430 Continuation education schools and classes  
48645.5 Acceptance of coursework  
48980 Required notification at beginning of term  
49701 Interstate Compact on Educational Opportunity for Military Children  
51224 Skills and knowledge required for adult life  
51224.5 Algebra instruction  
51225.1 Exemption from district graduation requirements  
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course  
51225.3 High school graduation  
51225.35 Mathematics course requirements; computer science  
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation  
51225.5 Honorary diplomas; foreign exchange students  
**51225.6 Compression-only cardiopulmonary resuscitation**  
51228 Graduation requirements  
51240-51246 Exemptions from requirements  
51250-51251 Assistance to military dependents  
51410-51412 Diplomas  
51420-51427 High school equivalency certificates  
**51430 Retroactive high school diplomas**  
**51440 Retroactive high school diplomas**  
51450-51455 Golden State Seal Merit Diploma  
51745 Independent study restrictions  
56390-56392 Recognition for educational achievement, special education  
60851.5 Suspension of high school exit examination  
60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination  
66204 Certification of high school courses as meeting university admissions criteria  
67386 Student safety; affirmative consent standard  
CODE OF REGULATIONS, TITLE 5  
1600-1651 Graduation of students from grade 12 and credit toward graduation  
**4600-4687 Uniform complaint procedures**  
COURT DECISIONS  
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

## EDUCATION CODE

~~35186 Williams Uniform Complaint Procedures~~  
~~37252 Supplemental instructional programs~~  
~~37254 Supplemental instruction based on failure to pass exit exam by end of grade 12~~  
~~37254.1 Required student participation in supplemental instruction~~  
~~47612 Enrollment in charter school~~  
~~48200 Compulsory attendance~~  
~~48412 Certificate of proficiency~~  
~~48430 Continuation education schools and classes~~  
~~48645.5 Acceptance of coursework~~  
~~48980 Required notification at beginning of term~~  
~~49701 Interstate Compact on Educational Opportunity for Military Children~~  
~~51224 Skills and knowledge required for adult life~~  
~~51224.5 Algebra instruction~~  
~~51225.3 Requirements for graduation~~  
~~51225.5 Honorary diplomas; foreign exchange students~~  
~~51228 Graduation requirements~~  
~~51240-51246 Exemptions from requirements~~

~~51250-51251 Assistance to military dependents~~  
~~51410-51412 Diplomas~~  
~~51420-51427 High school equivalency certificates~~  
~~51450-51455 Golden State Seal Merit Diploma~~  
~~51745 Independent study restrictions~~  
~~52378 Supplemental school counseling program~~  
~~56390-56392 Recognition for educational achievement, special education~~  
~~60850-60859 High school exit examination~~  
~~66204 Certification of high school courses as meeting university admissions criteria~~  
~~CODE OF REGULATIONS, TITLE 5~~  
~~1600-1651 Graduation of students from grade 12 and credit toward graduation~~  
~~COURT DECISIONS~~  
~~O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452~~

Management Resources:

WEB SITES

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

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

~~Policy RIVER DELTA UNIFIED SCHOOL DISTRICT~~

~~adopted: January 15, 2013 — Rio Vista, California~~

# CSBA Sample Board Policy

Instruction

BP 6154(a)

## HOMEWORK/MAKEUP WORK

Note: ~~In its policy statement on homework, the State Board of Education encourages every Board to establish a strong homework policy to serve as the foundation for school-based homework plans. The SBE's parent involvement policy further urges schools to give parents/guardians techniques for assisting children in learning at home.~~ The following **optional** policy ~~and regulation~~ may be revised ~~as desired to reflect district practice.~~

~~The Governing Board recognizes that homework contributes toward building responsibility, self-discipline, and life-long learning habits, and that time spent on homework directly influences students' ability to meet the district's academic standards. The Board expects students, parents/guardians and staff to view homework as a routine and important part of students' daily lives.~~ **The Governing Board recognizes that meaningful homework assignments can be a valuable extension of student learning time and assist students in developing good study habits. Homework shall be assigned when necessary to support classroom lessons, enable students to complete unfinished assignments, or review and apply academic content for better understanding.**

~~(cf. 6011 - Academic Standards)~~

~~The principal and staff at each school~~ **Superintendent or designee shall collaborate with school administrators and teachers to develop and regularly review a school-site homework plan which includes guidelines for the assignment of homework and describes the related responsibilities of students, staff, and parents/guardians.**

Note: The following optional paragraph may be revised to specify the average number of minutes of homework that may be expected per day at each grade level, or the district may adopt an administrative regulation that contains such guidelines.

**Homework assignments shall be reasonable in length and appropriate to the grade level and course. The Board expects that the number, frequency, and degree of difficulty of homework assignments will increase with the grade level and the maturity of students. Teachers shall assign homework only as necessary to fulfill academic goals and reinforce current instruction.**

~~(cf. 6011 - Academic Standards)~~

~~The Superintendent or designee shall ensure that administrators and teachers develop and implement an effective homework plan at each school site.~~ ~~As needed, teachers may receive training in designing relevant, challenging and meaningful homework assignments that reinforce classroom learning objectives.~~ **Teachers' expectations related to homework may be addressed in their evaluations.**

**HOMEWORK/MAKEUP WORK** (continued)

*(cf. 4115 - Evaluation/Supervision)*  
*(cf. 4131 - Staff Development)*

**Note: The following optional paragraph may be revised to reflect district practice.**

**Although on-time completion of homework is important to maintain academic progress, the Board recognizes that students learn at different rates. Students shall receive credit for work that is completed late in order to encourage their continued learning.**

**Age-appropriate instruction may be given to help students allocate their time wisely, meet their deadlines, and develop good personal study habits.**

**At the beginning of the school year, teachers shall communicate homework expectations to students and their parents/guardians. Homework guidelines also shall be included in student and/or parent handbooks. These communications shall include the manner in which homework relates to achievement of academic standards and course content, the impact of homework assignments on students' grades, any school resources and programs that are available to provide homework support, and ways in which parents/guardians may appropriately assist their children.**

Although it is the student's responsibility to ~~do most~~ **undertake** assignments independently, the Board ~~expects teachers at all grade levels to use parents/guardians as a contributing resource.~~ **parents/guardians may serve as a resource and are encouraged to ensure that their child's homework assignments are completed.** When a student repeatedly fails to ~~do their~~ **complete his/her** homework, the teacher shall **notify** the student's parents/guardians as soon as possible so that **corrective action can be taken prior to the release of any final grades or report cards.** ~~shall be notified and asked to contact the teacher.~~

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

**Note: The following paragraph should be revised to reflect local district practice.** ~~In some communities, the city or county helps to fund after-school centers that provide diverse activities for students, including homework assistance. Districts should also be aware that by implementing an after-school tutoring and homework assistance program pursuant to Education Code 58700-58702, they may credit program hours of homework and tutorial assistance towards their summer school apportionments.~~ **Pursuant to Education Code 8482.3, before-school and after-school programs operated under the After School Education and Safety Program (Education Code 8482-8484.65) and/or the federal 21st Century Community Learning Center program (Education Code 8484.7-8484.9; 20 USC 7171-7176) are required to include an educational and literacy component in which tutoring or homework assistance is provided in language arts, mathematics, history-social science, computer training, and/or science. If the district offers a before-school or after-school program under the 21st Century High School After School Safety and Enrichment for Teens program for grades 9-12 (Education Code 8420-8428; 20 USC 7171-7176), the program must include an academic assistance program, which may include homework assistance. See AR 5148.2 - Before/After School Programs.** In addition, some districts offer a supervised study hall elective which high school students can take instead of other electives.

**HOMEWORK/MAKEUP WORK** (continued)

To further support students' homework efforts, the Superintendent or designee may establish and maintain telephone help lines, **provide access to school library media centers and technological resources**, and/or **provide before-school and after-school centers programs** where students can receive ~~encouragement and clarification about homework assignments~~ **assistance** from teachers, volunteers, and/or **student tutors** ~~more advanced students who are performing community service~~. The Board encourages the Superintendent or designee to design class and transportation schedules that will enable students to make use of homework support services.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 1700 - Relations between Private Industry and the Schools)*

*(cf. 3541 - Transportation Routes and Services)*

*(cf. 5148 - Child Care and Development)*

***(cf. 5148.2 - Before/After School Programs)***

*(cf. 6112 - School Day)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

***(cf. 6163.1 - Library Media Centers)***

**Teachers shall review all completed homework to assess the student's understanding of academic content and shall provide timely feedback to the student.**

**Makeup Work**

**Note: Pursuant to Education Code 48205, students who miss school work because of an excused absence must be given full credit for makeup work satisfactorily completed within a reasonable period of time. State law does not require districts to give full credit for makeup work following an unexcused absence. However, CSBA's governance brief Research-Supported Strategies to Improve the Accuracy and Fairness of Grades recommends that student absence be dealt with separately from determining students' academic understanding and progress. Thus, the following paragraph provides for full credit to be awarded for satisfactory completion of makeup work regardless of the reason for the absence, an approach which is consistent with BP/AR 5121 - Grades/Evaluation for Student Achievement. Also see BP/AR 5113.1 - Chronic Absence and Truancy for strategies to address excessive excused and/or unexcused absences. The district may revise the following paragraph to reflect district practice, provided that it ensures compliance with Education Code 48205.**

Students who miss school work ~~because of an excused absence~~ shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be reasonably equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time. ~~(Education Code 48205)~~

*(cf. 5113 - Absences and Excuses)*

## **HOMEWORK/MAKEUP WORK** (continued)

The Superintendent or designee shall notify parents/guardians that no student may have his/her grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 5145.6 - Parental Notifications)*

Note: ~~Either of the following options regarding unexcused absences may be selected and/or modified as desired.~~

~~**OPTION 1:** Students who miss school work because of unexcused absences shall be given the opportunity to make up missed work. Teachers shall assign such makeup work as necessary to ensure academic progress, not as a punitive measure.~~

~~**OPTION 2:** Students who miss school work because of unexcused absences may be given the opportunity to make up missed work for full or reduced credit. Teachers shall assign such makeup work as necessary to ensure academic progress, not as a punitive measure.~~

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

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

*Legal Reference: (see next page)*



## **HOMEWORK/MAKEUP WORK (continued)**

*Legal Reference:*

EDUCATION CODE

**8420-8428 21st Century High School After School Safety and Enrichment for Teens**

**8482-8484.65 After School Education and Safety Program**

**8484.7-8484.9 21st Century Community Learning Centers**

48205 Absences for personal reasons

48913 Completion of work missed by suspended student

48980 Parental notifications

~~58700-58702 Tutoring and homework assistance program; summer school apportionment credit~~

UNITED STATES CODE, TITLE 20

**7171-7176 21st Century Community Learning Centers**

*Management Resources:*

SBE POLICIES

*Parent Involvement in the Education of Their Children, 1994*

*Policy Statement on Homework, 1995*

CSBA PUBLICATIONS

***Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016***

WEB SITES

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

**California State PTA: <http://www.capta.org>**

# CSBA Sample Board Policy

Instruction

BP 6164.6(a)

## IDENTIFICATION AND EDUCATION UNDER SECTION 504

Note: The following policy and accompanying administrative regulation address the identification and education of students who may be eligible for services under the provisions of Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794; **34 CFR 104.1-104.39**). Pursuant to 34 CFR 104.33, eligible students are entitled to a free appropriate public education (FAPE) which is designed to meet the student's individual educational needs as adequately as the needs of ~~nondisabled~~ students **without disabilities** are met. Enforcement of Section 504 requirements is the responsibility of the U.S. Department of Education's Office for Civil Rights (OCR), which monitors districts' policies, processes, and practices to ensure legal compliance.

A ~~Student~~ may be identified as ~~disabled~~ **a student with a disability** under Section 504 even though ~~they do not require services pursuant to~~ **he/she is not identified as a child with a disability under** the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482). The identification of students eligible for **special education and related** services under ~~the~~ IDEA is addressed at BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

The Governing Board believes that all children, including children with disabilities, should have ~~an~~ **the** opportunity to learn in a safe and nurturing environment. The ~~district Superintendent or designee~~ shall work to identify children with disabilities who reside within ~~its~~ **the** jurisdiction **of the district** in order to ensure that they receive educational and related services required by law.

Note: Section 504 of the Rehabilitation Act of 1973 and its implementing regulations (34 CFR 104.1-104.39) prohibit discrimination on the basis of disability in district programs and activities; see BP 0410 - Nondiscrimination in District Programs and Activities.

The Superintendent or designee shall provide ~~identified~~ **qualified** students with disabilities with a free appropriate public education (**FAPE**), as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of ~~nondisabled~~ students **without disabilities** are met. (34 CFR 104.33)

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

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.24 - Specialized Health Care Services)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

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

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

Note: Pursuant to 34 CFR 104.33, as interpreted by OCR in its January 2013 Dear Colleague Letter, a district's responsibility under Section 504 **requirements** extends to providing students with disabilities equal opportunity to participate in extracurricular athletics and other nonacademic programs or activities that constitute the overall educational program.

**IDENTIFICATION AND EDUCATION UNDER SECTION 504** (continued)

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6145.5 - Student Organizations and Equal Access)*

**Note: The following optional paragraph may be revised to reflect district practice. Education Code 52060 requires that the district adopt a local control and accountability plan (LCAP) that includes annual goals, aligned with specified state priorities, to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, students with disabilities are one of the numerically significant subgroups whose needs must be addressed in the LCAP, when there are at least 30 students with disabilities in the district or a school. See BP/AR 0460 - Local Control and Accountability Plan.**

**The district's local control and accountability plan shall include goals and specific actions to improve student achievement and other outcomes of students with disabilities. At least annually, the Superintendent or designee shall assess the district's progress in attaining the goals established for students with disabilities and shall report these results to the Board. (Education Code 52052, 52060)**

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

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

**Note: The following optional paragraph ensures the availability of hearing officers to conduct impartial hearings to resolve disagreements about the provision of FAPE, pursuant to 34 CFR 104.36.**

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

*Legal Reference: (see next page)*

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

### Legal Reference:

#### EDUCATION CODE

49423.5 *Specialized physical health care services*

**52052 Numerically significant student subgroups**

**52060-52077 Local control and accountability plan**

**56043 Special education, timelines**

**56321 Assessment; development of IEP; parental notifications, consent**

#### CODE OF REGULATIONS, TITLE 5

3051.12 *Health and Nursing Services*

#### UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act of 1974*

1400-1482 *Individuals with Disabilities Education Act*

#### UNITED STATES CODE, TITLE 29

705 *Definitions; Vocational Rehabilitation Act*

794 *Rehabilitation Act of 1973, Section 504*

#### UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

#### **CODE OF REGULATIONS, TITLE 28**

**35.101-35.190 Nondiscrimination on the basis of disability in state and local government services**

#### CODE OF FEDERAL REGULATIONS, TITLE 34

104.1-104.61 *Nondiscrimination on the basis of handicap, especially:*

104.1 *Purpose to effectuate Section 504 of the Rehabilitation Act of 1973*

104.3 *Definitions*

104.32 *Location and notification*

104.33 *Free appropriate public education*

104.34 *Educational setting*

104.35 *Evaluation and placement*

104.36 *Procedural safeguards*

**104.37 Nonacademic services**

**104.7 Responsible employee; grievance procedures**

#### COURT DECISIONS

*Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205*

### Management Resources:

#### CSBA PUBLICATIONS

*Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, ~~November~~ December 2007*

#### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

*Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007*

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

***Dear Colleague Letter and Resource Guide on Students with ADHD, July 2016***

***Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, October 2015***

*Dear Colleague Letter*, January 2013

*Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools*, January 2012

*Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007*

Management Resources continued: (see next page)

**IDENTIFICATION AND EDUCATION UNDER SECTION 504** (continued)

*Management Resources: (continued)*

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://www2.ed.gov/about/offices/list/ocr>*

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# CSBA Sample Administrative Regulation

Instruction

AR 6164.6(a)

## IDENTIFICATION AND EDUCATION UNDER SECTION 504

Note: Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794) prohibits discrimination on the basis of disability. Pursuant to 34 CFR 104.7, the district is required to designate the person(s) responsible for the overall implementation of the requirements of Section 504, as specified below:

The U.S. Department of Education Office for Civil Rights (OCR), which is responsible for enforcing the provisions of Section 504 and also for receiving and handling complaints from parents/guardians, students, and advocates, has issued guidance on Section 504 requirements. In its Dear Colleague Letter issued in January 2012, and the attached Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools, OCR clarifies the extent to which 29 USC 705, which was amended by the Americans with Disabilities Amendments Act (ADA) of 2008, affects the definition of "disability" and "substantially limits" for Section 504 purposes. In addition, in January 2013, OCR issued another Dear Colleague Letter to clarify districts' obligations under Section 504, particularly as they relate to providing students with disabilities an opportunity to participate in extracurricular athletics and other nonacademic activities that are a part of the overall education program.

The following **optional** administrative regulation focuses on district procedures for identifying and evaluating students who are eligible to receive a free appropriate public education (FAPE) under Section 504 and is consistent with OCR guidance from the U.S. Department of Education Office for Civil Rights (OCR), which is responsible for enforcing the provisions of Section 504 and also for receiving and handling complaints from parents/guardians, students, and advocates.

Pursuant to 34 CFR 104.7, the district is required to designate the person(s) responsible for the overall implementation of the requirements of Section 504. The district should fill in the blanks below to specify the position title and contact information of the designated employee(s).

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

Director of Educational Services & Special Education  
445 Montezuma Street  
Rio Vista, CA 94571  
(707) 374-1700

## Definitions

Note: The following definitions are consistent with 42 USC 12101-12213, the Americans with Disabilities Act (ADA) Amendments Act of 2008 (42 USC 12101-12213), and its implementing regulations (28 CFR 35.101-35.190, as amended by 81 Fed. Reg. 53203).

For the purpose of implementing Section 504 of the Rehabilitation Act of 1973, the following terms and phrases shall have only the meanings specified below:

AR 6164.6(b)

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

*Free appropriate public education* (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of ~~nondisabled~~ students **without disabilities** are met, ~~without~~ **at no** cost to the student or his/her parent/guardian except when a fee is ~~imposed on nondisabled students~~ **specifically authorized by law for all students.** (34 CFR 104.33)

(cf. 3260 - Fees and Charges)

Note: Pursuant to ~~34 CFR 104.3~~ **28 CFR 35.108**, a student is considered **disabled to have a disability** when he/she has a physical or mental impairment that substantially limits a major life activity, has a record of such impairment, or is regarded as having such impairment. ~~According to OCR, a district is required to provide FAPE only to those students whose impairment currently limits a major life activity. Accordingly, a student may have a disability and technically meet eligibility requirements under Section 504, but not actually need any services. A Dear Colleague Letter issued by OCR in July 2016 clarifies that a district is not required to provide additional services to a student with a disability if the student does not need any special education or related service as a result of the disability.~~ However, Section 504 **still** requires districts to protect a student who has a record of or is regarded as having such an impairment from discriminatory treatment. For example, it would be discriminatory and thus illegal to prohibit a student who has a record of bone cancer, ~~but is even if~~ currently in remission, from trying out for the basketball team based on his/her history of cancer.

**As added by 81 Fed. Reg. 53203, 28 CFR 35.108 expands and clarifies the definition of "disability" and its associated terms. In general, the term "disability" must be interpreted broadly, in favor of providing "expansive coverage" to the maximum extent permitted by the ADA.**

*Student with a disability* means a student who has a physical or mental impairment which substantially limits one or more major life activities. (**28 CFR 35.108** ~~34 CFR 104.3~~)

Note: ~~Examples of physical or mental impairments that may constitute disabling conditions under Section 504 if they substantially limit a major life activity may include, but are not limited to, diabetes; communicable diseases such as HIV/AIDS; tuberculosis; attention deficit disorder (ADD) or attention deficit hyperactivity disorder (ADHD); chronic asthma and severe allergies; physical disabilities such as spina bifida or hemophilia; and temporary disabilities depending on the anticipated length of disability, the seriousness of the illness/injury, and the needs of the student (e.g., students injured in accidents or suffering short term illnesses).~~ **As added by 81 Fed. Reg. 53203, 28 CFR 35.108 defines "physical and mental impairment" and provides a nonexhaustive list of conditions that qualify as physical and mental impairments, updated to include dyslexia, attention deficit hyperactivity disorder (ADHD), and disorders and conditions affecting the immune and circulatory systems.** In the event that these conditions fall within the disabilities categories specified in the Individuals with Disabilities Education Act (IDEA), then the student may need to be considered for services under that law; see BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

*Physical impairment* means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more ~~of the following~~ body systems, **such as:** neurological; musculoskeletal, special sense organs; respiratory; (including speech organs); cardiovascular; reproductive, digestive, genito-urinary; **immune**, hemic, ~~and~~ lymphatic; skin; and endocrine. (**28 CFR 35.108** ~~34 CFR 104.3~~)

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

*Mental impairment* means any mental or psychological disorder, such as ~~mental retardation~~ **intellectual disability**, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (**28 CFR 35.108** ~~34 CFR 104.3~~)

Note: 28 CFR 35.108, as added by 81 Fed. Reg. 53203, requires the term "substantially limits" to be construed broadly. An impairment is a disability if it substantially limits the ability of an individual to perform a major life activity as compared to most people in the general population. Such comparison usually does not require scientific, medical, or statistical evidence. An impairment need not prevent or significantly or severely restrict the performance of a major life activity in order to qualify as substantially limiting.

28 CFR 35.108 also provides that (1) in determining whether or not an impairment substantially limits a major life activity, the ameliorative effects of mitigating measures, other than ordinary eyeglasses or contact lenses, may not be considered; (2) an impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active; and (3) an impairment that substantially limits one major life activity need not substantially limit other major life activities in order to be considered a substantially limiting impairment.

Additionally, 28 CFR 35.108 expands the definition of "major life activities" to include the operation of specific major bodily functions.

*Substantially limits major life activities* means limiting a person's ability to perform functions, **as compared to most people in the general population**, such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, **writing**, communicating, and working. *Major life activities* also includes major bodily functions such as functions of the immune system, **special sense organs and skin**, normal cell growth, ~~and~~ digestive, bowel, bladder, neurological, brain, respiratory, circulatory, **cardiovascular**, endocrine, **hemic, lymphatic, musculoskeletal**, and reproductive functions, **as well as the operation of an individual organ within a body system. The determination of whether an impairment** ~~substantially limits a student's major life activities~~ shall be ~~determined~~ **made** without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. *Mitigating measures* **are measures that an individual may use to eliminate or reduce the effects of an impairment**, including, but ~~are~~ not limited to, medications, **medical supplies or equipment**, prosthetic devices, assistive devices, **reasonable modifications or auxiliary aids or services**, learned behavioral, or adaptive neurological modifications, **psychotherapy, behavioral therapy, or physical therapy**. ~~which an individual may use to eliminate or reduce the effects of an impairment.~~ (42 USC 12102; **28 CFR 35.108** ~~34 CFR 104.3~~)

### Referral, Identification, and Evaluation

Note: 34 CFR 104.35 requires the district to conduct an evaluation of any student who needs or is believed to need special education or related services under Section 504. However, the law does not require a specific procedure for referral of a student for the evaluation. Items #1-2 below provide such a procedure and should be modified to reflect district practice.



## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent/guardian, teacher, other school employee, student success team, or community agency may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.

(cf. 6164.5 - Student Success Teams)

2. Upon receipt of any such referral, the principal, 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If ~~it is determined that~~ the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his/her initial placement. (34 CFR 104.35)

Note: OCR has interpreted Section 504 to require districts to obtain ~~parental~~parent/guardian permission for initial evaluations. Although the law is silent on the form of ~~parental~~parent/guardian consent, it is recommended that the district obtain such consent in writing. The following paragraph should be modified to reflect district practice.

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

Note: 34 CFR 104.35 requires that the district's evaluation and placement procedures include the elements specified in items #a-c below.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
- b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient

AR 6164.6(e)

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

- c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his/her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure

### Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multidisciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

Note: While there is no specific requirement that a Section 504 services plan (sometimes called an accommodation plan) be in writing, it is strongly recommended that the district develop a written plan for each student detailing the regular and/or special education and related services that the student will be provided in order to ensure that the student is receiving FAPE in accordance with 34 CFR 104.33.

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

*(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)*

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.23 - Asthma Management)*

*(cf. 5141.24 - Specialized Health Care Services)*

*(cf. 5141.26 - Tuberculosis Testing)*

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a ~~disabled~~ person **with a disability** under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)

Note: The law does not specify a time frame for completion of the evaluation and placement process, but OCR requires completion within "a reasonable amount of time." Generally, compliance with the timelines in **the IDEA** will be considered "reasonable" and thus in compliance with Section 504. However, Section 504 does not provide for an automatic suspension of the timelines during extended breaks or when schools are not in session, **as is permitted for the IDEA-associated timelines pursuant to Education Code 56043 and 56321**. For timelines under **the IDEA**, see AR 6164.4 - Identification and Evaluation of Individuals for Special Education.

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame. **The district shall adhere to this time frame regardless of any extended school breaks or times that school is otherwise not in session.**
6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

***(cf. 5116.1 - Intradistrict Open Enrollment)***

*(cf. 5125 - Student Records)*

### Review and Reevaluation

Note: 34 CFR 104.35 requires a district to establish procedures for the periodic reevaluation of a student who has been identified as needing services under Section 504. A reevaluation procedure consistent with the IDEA is one means of meeting this requirement. The following section should be modified to reflect district practice.

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of ~~nondisabled~~ students **without disabilities are met**. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

Note: As part of its responsibilities pursuant to 34 CFR 104.35, the district is required to reevaluate a student's needs before a significant change in his/her placement. Examples of actions that might constitute a "significant change in placement" triggering a reevaluation include, but are not limited to, expulsions; suspensions that exceed 10 school days within a school year; or removal from a fully integrated curriculum to a resource room, home instruction, independent study, or continuation school.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

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

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

### Procedural Safeguards

Note: 34 CFR 104.36 requires districts to adopt a system of procedural safeguards which must include the rights of parents/guardians to receive notice, examine relevant records, have an impartial hearing in which they would have an opportunity to participate and be represented by legal counsel, and a process for review of the hearing and decision as detailed in the following section.

Timelines suggested in this section should be revised to reflect district practice; however, OCR requires that the due process hearing procedures be completed within a "reasonably prompt time frame."

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*

Note: 34 CFR 104.36 requires that the district's procedural safeguards for Section 504 include an impartial hearing to resolve disagreements about the provision of FAPE. This Section 504 due process hearing is separate from the due process hearing procedures under **the** IDEA and from the district's uniform complaint procedures, which are used to resolve complaints regarding discriminatory treatment (e.g., harassment or accessibility issues). See BP/AR 1312.3 - Uniform Complaint Procedures.

If a parent/guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing within 30 days of that action or decision.

AR 6164.6(h)

## IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

Note: According to OCR, the parent/guardian cannot be required to participate in an administrative review prior to exercising his/her right to a Section 504 due process hearing. Districts with questions should consult legal counsel, as appropriate.

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent/guardian's request. If the parent/guardian is not satisfied with the resolution of the issue, **or if the parent/guardian did not request an administrative review**, he/she may request a Section 504 due process hearing.

**A** Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:
  - a. The specific nature of the decision with which he/she disagrees
  - b. The specific relief he/she seeks
  - c. Any other information he/she believes is pertinent to resolving the disagreement
2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.
3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.
4. The parties to the hearing shall be afforded the right to:
  - a. Be accompanied and advised by **legal** counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504
  - b. Present written and oral evidence

## **IDENTIFICATION AND EDUCATION UNDER SECTION 504** (continued)

- c. Question and cross-examine witnesses
- d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

### **Notifications**

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

*(cf. 5145.6 - Parental Notifications)*

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# CSBA Sample Board Bylaw

Board Bylaws

BB 9240(a)

## BOARD ~~DEVELOPMENT~~ TRAINING

Note: The following **optional** bylaw may be ~~amended~~ revised to reflect district practice.

**CSBA's Professional Governance Standards include expectations that each individual Governing Board member will participate in professional development and commit the time and energy necessary to be an informed and effective leader. See CSBA's web site for education opportunities available through CSBA, including, but not limited to, CSBA's Institute for New and First-Term Board Members, Masters in Governance program, Annual Education Conference and Trade Show, Legal Symposium for Experienced Board Members, Board Presidents Workshop, Brown Act Workshop, Back-to-School Webcast, other workshops and webinars on specific topics, and in-district governance consulting services.**

~~Citizens elected to the Governing Board are entrusted with the responsibility of governing district schools. The Board recognizes that its members need training~~ **The Governing Board believes that the Board's ability to effectively and responsibly govern the district is essential to promoting student achievement, building positive community relations, and protecting the public interest in district schools. Board members shall be provided sufficient opportunities for professional development** that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

**The Board and/or the Superintendent or designee shall provide an orientation to newly elected or appointed Board members which includes comprehensive information regarding Board roles, policies, and procedures and the district's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with law.**

*(cf. 9230 - Orientation)*

**All Board members are encouraged to continuously participate in advanced training offered by the California School Boards Association in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the district on issues that involve the entire governance team.**

**BOARD DEVELOPMENT TRAINING** (continued)

Note: CSBA recommends that **inservice board** training and travel expenses be budgeted as separate items. While **inservice** training is essential to maintain an effective, well-informed Board, travel expenses are incurred for a variety of reasons.

**It is also recommended that the Board determine the manner in which board training activities that require the use of district funds will be selected or approved. Districts may allocate funds equally to each Board member and allow each member discretion to select activities that meet his/her needs, or may require that all activities or activities over a specified cost be approved by the full Board. The following paragraph may be revised to reflect district practice.**

Funds for **Board development training** shall be budgeted annually for **the Board and** each Board member. **In selecting appropriate activities, the Board and/or individual Board members shall consider activities that are aligned with the district's vision and goals and the needs of the Board or individual member to obtain specific knowledge and skills. The Board shall annually develop a board training calendar in order to schedule and track board training activities and to schedule opportunities for Board members to report on the activities in which they participated.**

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 3100 - Budget)*

*(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)*

Note: Pursuant to Government Code 54952.2, **added by SB 36 (Ch. 1137, Statutes of 1993)**, a "meeting" subject to Brown Act requirements does not include the attendance of a majority of the Board's members at a conference or similar public gathering, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the Board. **Also see BB 9320 - Meetings and Notices.**

~~All Board members may attend conferences for the purpose of Board development. Board business shall not be discussed at conferences.~~ **Board members may attend a conference or similar public gathering with other Board members and/or with the Superintendent or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the district's jurisdiction, so as not to violate the Brown Act open meeting laws pursuant to Government Code 54952.2.**

*(cf. 9320 - Meetings and Notices)*

Board members shall report **to the Board**, orally or in writing, **as soon as possible** on the ~~inservice board training~~ activities they attend, **for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and district.**

*Legal Reference: (see next page)*



**BOARD DEVELOPMENT TRAINING** (continued)

*Legal Reference:*

EDUCATION CODE

*33360 Department of Education and statewide association of school district boards; annual workshop*

GOVERNMENT CODE

*54950-54963 The Ralph M. Brown Act, especially:*

*54952.2 Meeting*

**Management Resources:**

CSBA PUBLICATIONS

*Professional Governance Standards for School Boards*

WEB SITES

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

*California County Boards of Education: <http://www.thecbce.org>*

*National School Boards Association: <http://www.nsba.org>*

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# CSBA Sample Board Bylaw

Board Bylaws

BB 9323(a)

## MEETING CONDUCT

Note: Education Code 35010 **mandates** the **Governing** Board to "prescribe and enforce" rules for its own governance. These rules must not be inconsistent with law or with regulations prescribed by the State Board of Education. The following bylaw provides suggested rules and procedures for meeting conduct and reflects provisions of law as applicable.

### Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

*(cf. 9322 - Agenda/Meeting Materials)*

Note: The law does not specify that a particular set of procedures must govern Board meetings. Although Robert's Rules of Order can serve as a useful guide, the Board may adopt any procedure that allows for the efficient and consistent conduct of meetings.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

*(cf. 9121 - President)*

Note: The following **optional** paragraph limits the length of Board meetings and should be revised to reflect district practice.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

*(cf. 9320 - Meetings and Notices)*

Note: In Rubin v. City of Burbank, an appellate court held that inclusion of "sectarian prayer" at city council meetings, which communicated a preference for a particular religious faith and advanced one faith over another, was unconstitutional by directing the prayer "in the name of Jesus." The court held that it would be constitutional to require the city to advise those people conducting the prayer of this limitation. This opinion is consistent with an unpublished 9th circuit federal court opinion which stated that an invocation "in the name of Jesus" was unconstitutional in that it displayed allegiance to a particular faith.

**MEETING CONDUCT** (continued)

Some general guidelines for invocations can be found in an Attorney General's opinion (76 Ops.Cal.Atty.Gen. 281 (1993)) which stated that a county board of supervisors could open its sessions with an invocation when the invocation is (1) not required by law as a condition to the official proceedings, (2) not part of the deliberative agenda, (3) not offered, supervised, or approved as to content by a public officer, (4) not officially limited to a particular religion, (5) not disparaging of others, and (6) not directed towards proselytizing. However, because this is an unsettled area of law that is subject to frequent litigation, it is strongly recommended that districts consult legal counsel if they wish to open meetings with an invocation. Note that a different legal analysis applies to student-led or student-initiated prayer; see BP 5127 - Graduation Ceremonies and Activities.

**Quorum and Abstentions**

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

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

Note: According to an Attorney General opinion (61 Ops.Cal.Atty.Gen. 243 (1978)), members of a public body have a duty to vote on issues before them so that the public is represented and receives the services which the public body was created to provide. Issues arise when a motion is tied and one Board member has abstained. The general parliamentary rule is that an abstention is counted as agreeing with the action taken by the majority of those who vote, whether affirmatively or negatively (66 Ops.Cal.Atty.Gen. 336 (1983)). However, a stronger argument could be made that the parliamentary rule is in conflict with Education Code 35164 which requires a majority vote of all of the membership of the Board in order for the Board to act (i.e., a majority of all of the membership of the Board must vote affirmatively in order to approve any action). In 55 Ops.Cal.Atty.Gen. 26 (1972), the Attorney General opined that, when a statutory requirement exists that requires an affirmative action of at least a majority of the members of the Board, the general rule that members not voting were deemed to have agreed with the action taken by the majority of those that voted is not applicable.

The following **optional** paragraph is consistent with CSBA's opinion that a majority of the Board must vote affirmatively for a motion to carry, but the law is not settled and contrary legal opinions may exist. It is strongly recommended that the district consult with legal counsel and modify the following **optional** paragraph to ensure consistency with district practice.

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 - *Conflict of Interest*)

Note: The following paragraph applies only to districts with seven member boards and **should be deleted by districts with a three or five member board.**

~~If a Board consists of seven members and not more than two vacancies occur on the Board,~~

## MEETING CONDUCT (continued)

**Provided the Board typically has seven members and there are no more than two vacancies on the Board,** the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, **if a vacancy exists on the Board,** whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall be not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

### Public Participation

Note: Pursuant to Government Code 54953.3, a member of the public cannot be required to register his/her name, complete a questionnaire, or provide other information as a condition of attending a Board meeting. If an attendance list or similar document is posted near the entrance or circulated during the meeting, it must clearly state that signing or completing the document is voluntary.

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

Note: Education Code 35145.5 **mandates** the Board to adopt regulations which ensure that the public can address the Board regarding agenda items, as specified below.

**District employees have the same right as members of the public to address the Board during a public Board meeting. In 90 Ops.Cal.Attv.Gen. 47 (2007), the Attorney General opined that, under the Ralph M. Brown Act, an administrative district employee cannot be prohibited from attending a Board meeting or from speaking during the public comment period, including comments on an employment-related issue.**

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)

**MEETING CONDUCT** (continued)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

*(cf. 9130 - Board Committees)*

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Note: Government Code 54954.3 authorizes regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. The following paragraph should be revised to reflect district practice.

**If the Board limits the time for public comment, Government Code 54954.3, as amended by AB 1787 (Ch. 507, Statutes of 2016), requires the Board to provide at least twice the allotted time to a member of the public who utilizes a translator, as provided below.**

Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the **Board** president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The 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.

**In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)**

**MEETING CONDUCT** (continued)

6. The Board president may rule on the appropriateness of a topic, **subject to the following conditions:**
- a.** If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
  - b.** The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) **In addition, the Board may not prohibit public criticism of district employees.**

Note: The following **optional** item addresses the issue of specific charges or complaints against district employees in open Board meetings. ~~The Board president must first determine that the speech in question is a specific complaint or charge against a specific employee or employees before invoking the following provision. Although the Board may inform the speaker of appropriate district complaint procedures, it cannot prohibit general~~ criticisms of the district and its employees, no matter how harsh, ~~may not be prohibited.~~ Board members and staff may briefly respond to the concerns raised by the complainant at the meeting.

In Baca v. Moreno Valley Unified School District, a federal district court issued a preliminary injunction against the district prohibiting it from enforcing its policy barring criticism of employees at public Board meetings. The court found that the district's policy violated the plaintiff's First Amendment rights by restricting the content of her speech. The court further noted that the district could not legally prevent a person from speaking in open session, even if the speech was clearly defamatory. **It is recommended that the Board consult legal counsel if a question arises regarding public criticism of a district employee.** Districts should note that this decision does not apply to any district other than the Moreno Valley Unified School District at this time. However, a different federal court has also reached the same result in a case involving the Vista Unified School District. Districts should be very cautious in implementing this policy and be guided by the advice of their legal counsel.

~~For a district to be safe from litigation, the only option is for the Board to place no content restriction on public comments during the Board meeting. This option, however, would permit accusations to be made against an employee without notice or opportunity for employee response.~~

- c.** ~~In addition,~~ **The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure. that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges, in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.**

**MEETING CONDUCT** (continued)

Note: As provided in item #7 below, Government Code 54957.9 authorizes the Board to remove persons who willfully disrupt or disturb a meeting. Examples of disruptive conduct might include conduct that is extremely loud, disturbing, or creates a health or safety risk. In McMahon v. Albany Unified School District, the court held that a speaker's constitutional rights were not violated when he was removed from a Board meeting after dumping a substantial amount of garbage on the floor of the meeting room. ~~The speaker had come to the Board meeting to complain about high school students littering, but did not stop dumping garbage when admonished by the Board president.~~ Because ~~he~~ **the speaker** was not removed based on the content of his speech, the court upheld his conviction for a willful disruption of a public meeting. **In City of San Jose v. Garbett, the court held that a legislative body may exclude from a meeting a person who has expressed a credible threat of violence that would place a reasonable person in fear for his/her safety or the safety of his/her immediate family and that serves no legitimate purpose.**

**However, the courts have found that a person's conduct must actually disrupt the meeting in order to warrant ejection. In Norse v. City of Santa Cruz, the court held that the city council improperly ejected a member of the public who gave the council a silent Nazi salute, on the grounds that the action did not interfere with the proceedings of the meeting.**

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group **or any conduct or statements that threaten the safety of any person(s) at the meeting** shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement **as necessary**.

**Recording by the Public**

Note: Government Code 54953.5 provides that any person attending an open meeting may record it with an audio or video ~~tape~~ recorder or a still or ~~movie~~ **motion picture** camera unless the Board makes a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view which would persistently disrupt the meeting. Government Code 54953.6 requires a similar finding before the Board can prohibit or restrict a broadcast of its meetings.

**The following paragraph extends the right to record an open meeting to include recordings made by other devices such as a cell phone.**

**MEETING CONDUCT** (continued)

**Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting.** The Superintendent or designee shall **may** designate locations from which members of the public may ~~broadcast, photograph, or tape record open meetings~~ **make such recordings** without causing a distraction.

*(cf. 9324 - Board Minutes and Recordings)*

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

*Legal Reference: (see next page)*



## MEETING CONDUCT (continued)

### Legal Reference:

#### EDUCATION CODE

- 5095 Powers of remaining board members and new appointees
- 32210 Willful disturbance of public school or meeting a misdemeanor
- 35010 Prescription and enforcement of rules
- 35145.5 Agenda; public participation; regulations
- 35163 Official actions, minutes and journal
- 35164 Vote requirements
- 35165 Effect of vacancies upon majority and unanimous votes by seven member board

#### **CODE OF CIVIL PROCEDURE**

##### **527.8 Workplace Violence Safety Act**

#### GOVERNMENT CODE

##### **54953.3 Prohibition against conditions for attending a board meeting**

- 54953.5 Audio or video ~~tape~~ recording of proceedings
- 54953.6 Broadcasting of proceedings
- 54954.2 Agenda; posting; action on other matters
- 54954.3 Opportunity for public to address legislative body; regulations
- 54957 Closed sessions
- 54957.9 Disorderly conduct of general public during meeting; clearing of room

#### PENAL CODE

- 403 Disruption of assembly or meeting

#### COURT DECISIONS

**City of San Jose v. Garbett, (2010) 190 Cal.App.4th 526**

**Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966**

McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275

Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194

Baca v. Moreno Valley Unified School District, (1996) 936 F.Supp. 719

#### ATTORNEY GENERAL OPINIONS

**90 Ops. Cal. Atty. Gen. 47 (2007)**

76 Ops. Cal. Atty. Gen. 281 (1993)

66 Ops. Cal. Atty. Gen. 336 (1983)

63 Ops. Cal. Atty. Gen. 215 (1980)

61 Ops. Cal. Atty. Gen. 243, 253 (1978)

59 Ops. Cal. Atty. Gen. 532 (1976)

55 Ops. Cal. Atty. Gen. 26 (1972)

### Management Resources:

#### CSBA PUBLICATIONS

**Call to Order: A Blueprint for Great Board Meetings, 2015**

The Brown Act: School Boards and Open Meeting Laws, rev. 2005**2014**

Board Presidents' Handbook, rev. 2002

Maximizing School Board Governance: Boardmanship

#### ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for **Local** Legislative Bodies, 2003

#### WEB SITES

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

California Attorney General's Office: <http://www.caag.state.ca.us>**<https://oag.ca.gov>**

(10/97 11/06) 12/16

### Policy Reference UPDATE Service

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**POLICY GUIDE SHEET**  
**Special Release**  
**December 20, 2016**



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

**BP 3470 - Debt Issuance and Management**

(BP added)

New policy reflects **NEW LAW** (SB 1029, 2016) which mandates that boards adopt a debt management policy prior to issuing any debt, including, but not limited to, general obligation bonds, tax and revenue anticipation notes, and certificates of participation. Policy addresses the components mandated by law, including (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

**BB/E 9270 - Conflict of Interest**

(BB/E revised)

Bylaw reorganized and updated to reflect requirement to submit the conflict of interest code to the code reviewing body (i.e., county board of supervisors or Fair Political Practices Commission, as appropriate) by the deadline established by the code reviewing body, merge material on the "rule of necessity" into the section "Conflict of Interest under the Political Reform Act," expand material on "noninterests" in the section "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract" to include additional examples of noninterests, and include the exceptions to the gift limitation. Exhibit revised to update legal citations.

# CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3470(a)

## DEBT ISSUANCE AND MANAGEMENT

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the Governing Board adopt a debt management policy prior to issuing any debt, such as general obligation bonds, tax and revenue anticipation notes (TRANS), and certificates of participation. The policy must include (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. SB 1029 declares the intent of the Legislature that, consistent with the recommendation of the Government Finance Officers Association (GFOA), local agencies adopt comprehensive written debt management policies that are reflective of local, state, and federal laws and regulations. Districts are encouraged to consult legal counsel and their financial advisor in developing this policy. The following policy should be revised to reflect district practice.

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

*(cf. 3000 - Concepts and Roles)*

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

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7210 - Facilities Financing)*

Note: Article 16, Section 18 of California Constitution contains the basic "debt limitation" (i.e., the constraints on discretionary borrowing) applicable to school districts. Under so-called "traditional authority," a measure authorizing the issuance of general obligation bonds may be approved by two-thirds of the electorate; under Proposition 39, a measure authorizing the issuance of general obligation bonds may be approved by 55 percent of the electorate (see BP/AR 7214 - General Obligation Bonds). Lease financings, such as certificates of participation, are not considered "indebtedness" for purposes of the Constitutional debt limitation and are not subject to voter approval. For further information, see the California Debt and Investment Advisory Commission's (CDIAC) [California Debt Issuance Primer](#).

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and

**DEBT ISSUANCE AND MANAGEMENT** (continued)

coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

Note: Pursuant to 15 USC 78o-4 (Section 15B of Securities Exchange Act of 1934), any financial advisor retained by the district must be duly registered with both the Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) and must also hold any certifications and/or licenses required by the SEC and/or MSRB.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

*(cf. 3312 - Contracts)*

*(cf. 3600 - Consultants)*

*(cf. 9270 - Conflict of Interest)*

**Goals**

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include policy goals related to the district's planning goals and objectives. The following section should be revised to reflect district goals.

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues

**DEBT ISSUANCE AND MANAGEMENT** (continued)

4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 7000 - Concepts and Roles)*

**Authorized Purposes for the Issuance of Debt**

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include the purposes for which debt proceeds may be used. The following section should be revised to reflect purposes that the Board has determined may be appropriate purposes for issuing debt in the district.

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

**DEBT ISSUANCE AND MANAGEMENT** (continued)*(cf. 3100 - Budget)**(cf. 3110 - Transfer of Funds)*

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

**Authorized Types of Debt**

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include the types of debt that may be issued. The following section should be revised to reflect the types of debt instruments authorized by the Board.

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
  - a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
  - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)
  - c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)
2. Long-Term Debt

Note: The California Constitution, Article 13A, Sections 1(b)(2) and 1(b)(3), Education Code 15100-15262 and 15264-15276, and Government Code 53506-53509.5 authorize the district to issue general obligation bonds requiring either two-thirds voter approval or 55 percent voter approval, subject to specific accountability requirements. Voter-approved general obligation bonds typically provide the lowest cost of

**DEBT ISSUANCE AND MANAGEMENT (continued)**

borrowing and, by providing for the levy of additional ad valorem property taxes to service the debt, do not impact the district's general fund. See BP/AR 7214 - General Obligation Bonds for requirements pertaining to the issuance of general obligation bonds.

- a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)

*(cf. 7214 - General Obligation Bonds)*

Note: Districts may establish a community facilities district for school facility purposes in accordance with the Mello-Roos Community Facilities Act (Government Code 53311-53368.3). The boundaries of the Mello-Roos district may include the entire school district, but usually include only a portion of the district, such as an area with new housing developments. The bonds sold by the community facilities district are paid for by a special tax on the properties within that community facilities district's boundaries. See BP 7212 - Mello Roos Districts.

- b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

*(cf. 7212 - Mello Roos Districts)*

3. Lease financing, including certificates of participation (COPs)
  - a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)

Note: Authority for lease financings is based in part on judicial rulings finding that leases that meet certain conditions do not constitute indebtedness subject to a vote of the electorate.

- b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)
4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs
  5. Temporary borrowing from other sources such as the County Treasurer

**DEBT ISSUANCE AND MANAGEMENT** (continued)

Note: Education Code 42133 prohibits the issuance of non-voter approved debt when the district has a qualified or negative certification regarding the district's ability to meet its fiscal obligations, except as provided below. Pursuant to Education Code 42131, a "qualified certification" indicates that the district may not meet its financial obligations for the current fiscal year and two subsequent fiscal years, and a "negative" certification indicates that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. See BP 3460 - Financial Reports and Accountability for further information about such certifications.

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

**Relationship of Debt to District Facilities Program and Budget**

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable. The following section should be revised to reflect district practice.

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

Note: The following paragraph is **optional**.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.



## **DEBT ISSUANCE AND MANAGEMENT (continued)**

### **Structure of Debt Issues**

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

<p>Note: Education Code 15106 limits the district's total outstanding bonded debt (i.e., the principal portion only) to 1.25 or 2.5 percent of the assessed valuation of the taxable property of a non-unified and unified district, respectively. Consequently, Education Code 15106 limits the issuance of new debt when the district has total bonded indebtedness in excess of the applicable percentage of the assessed valuation in the district. TRANs and lease payment obligations in support of COPs generally do not count against this limit except as provided in Education Code 17422.</p>
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For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

### **Method of Sale**

For the sale of any district-issued debt, the Superintendent or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

## **DEBT ISSUANCE AND MANAGEMENT (continued)**

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

### **Investment of Proceeds**

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

*(cf. 3430 - Investing)*

Note: Pursuant to Education Code 15146, the proceeds of the sale of bonds, exclusive of any premium received, must be deposited in the county treasury to the credit of the building fund of the district. As amended by AB 2738 (Ch. 472, Statutes of 2016), Education Code 15146 prohibits districts from withdrawing proceeds from the sale of bonds at any time for purposes of making investments outside the county treasury.

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

### **Refunding/Restructuring**

Note: The following section may be revised to reflect district practice. The GFOA's Analyzing and Issuing Refunding Bonds states that a test often used to assess the appropriateness of a refunding is the achievement of a minimum net present value savings. According to the GFOA, a common threshold is that the savings, as a percentage of the refunding bonds, should be at least 3-5 percent. However, the GFOA recognizes that it may be appropriate to approve refunding that results in lower anticipated savings in some circumstances, such as when interest rates are at low levels or the time remaining to maturity is limited and thus future opportunities to achieve greater savings are not likely to occur.

## DEBT ISSUANCE AND MANAGEMENT (continued)

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

### Internal Controls

Note: Government Code 8855, as amended by SB 1029 (Ch. 307, Statutes of 2016), **mandates** that the district's debt management policy include the internal control procedures that the district has implemented or will implement to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. Examples of internal control standards for the management of bond funds are contained in the U.S. Government Accountability Office's Internal Control System Checklist. These include factors related to the internal control environment, risk assessment, control activities, information and communications, and monitoring. Because internal controls and accountability measures may be lengthy, districts may choose to develop an administrative regulation, exhibit, or other document that provides further details and that may be updated as needed. Also see BP 3400 - Management of District Assets/Accounts. The following section should be revised to reflect district practice.

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

*(cf. 3314 - Payments for Goods and Services)*  
*(cf. 3400 - Management of District Assets/Accounts)*

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

## DEBT ISSUANCE AND MANAGEMENT (continued)

### Records/Reports

Note: Government Code 8855 requires that the district report any proposed issuance of debt to the CDIAC at least 30 days prior to the sale of the debt issue. Typically, bond counsel will file the report on behalf of the district. As amended by SB 1029 (Ch. 307, Statutes of 2016), Government Code 8855 requires that the report include a certification that the district has adopted a debt policy and that the issuance is consistent with that policy.

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

Note: SB 1029 (Ch. 307, Statutes of 2016) amended Government Code 8855 to add the following requirement for an annual report of debt issuance, applicable to any final sale of debt on or after January 21, 2017. The report covers the period from July 1 to June 30, and must be submitted electronically on a form provided by CDIAC within seven months of the end of the reporting period (January 31).

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

Note: Pursuant to 17 CFR 240.15c2-12, most financings are required to have official disclosure statements which include the terms of the bond, security, risk factors, financial and operating information concerning the issuer, and background information. In addition, districts must provide ongoing disclosure in the form of annual reports and event notices pursuant to 17 CFR 240.15c2-12. Such disclosures must be made to the MSRB through its Electronic Municipal Market Access repository or any successor repository, as well as to investors and other persons or entities entitled to disclosure. For further information, see CDIAC's [California Debt Issuance Primer](#) and the GFOA's [Understanding Your Continuing Disclosure Requirements](#).

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

Note: 26 CFR 1.6001-1 requires districts to retain records for as long as the contents thereof are material in the administration of any internal revenue law. Records related to debt issuance may affect tax liability in both past and future tax years. In order to be consistent with specific record retention requirements, the Internal Revenue Service (IRS) publication [Tax Exempt Bond FAQs Regarding Record Retention Requirements](#), available on the IRS web site, recommends that material records should be kept for as long as the debt is outstanding, plus three years after the final payment of the debt. Although the IRS recommendation is specific to tax-exempt bonds, districts should also retain records related to other forms debt issuance for the same length of time.

## **DEBT ISSUANCE AND MANAGEMENT (continued)**

The Superintendent or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Superintendent or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

### *Legal Reference:*

#### EDUCATION CODE

- 5300-5441 *Conduct of elections*
- 15100-15262 *Bonds for school districts and community college districts*
- 15264-15276 *Strict accountability in local school construction bonds*
- 15278-15288 *Citizen's oversight committees*
- 15300-15425 *School Facilities Improvement Districts*
- 17150 *Public disclosure of non-voter-approved debt*
- 17400-17429 *Leasing of district property*
- 17450-17453.1 *Leasing of equipment*
- 17456 *Sale or lease of district property*
- 17596 *Duration of contracts*
- 42130-42134 *Financial reports and certifications*

#### ELECTIONS CODE

- 1000 *Established election dates*

#### GOVERNMENT CODE

- 8855 *California Debt and Investment Advisory Commission*
- 53311-53368.3 *Mello-Roos Community Facilities Act*
- 53410-53411 *Bond reporting*
- 53506-53509.5 *General obligation bonds*
- 53550-53569 *Refunding bonds of local agencies*
- 53580-53595.55 *Bonds*
- 53850-53858 *Tax and revenue anticipation notes*
- 53859-53859.08 *Grant anticipation notes*

#### CALIFORNIA CONSTITUTION

- Article 13A, Section 1 Tax limitation*
- Article 16, Section 18 Debt limit*

*Legal Reference continued: (see next page)*

## DEBT ISSUANCE AND MANAGEMENT (continued)

### *Legal Reference: (continued)*

UNITED STATES CODE, TITLE 15  
78o-4 Registration of municipal securities dealers  
UNITED STATES CODE, TITLE 26  
54E Qualified Zone Academy Bonds  
CODE OF FEDERAL REGULATIONS, TITLE 17  
240.10b-5 Prohibition against fraud or deceit  
240.15c2-12 Municipal securities disclosure  
CODE OF FEDERAL REGULATIONS, TITLE 26  
1.103 Interest on state and local bonds  
1.141 Private activity bonds  
1.148 Arbitrage and rebate  
1.149 Hedge bonds  
1.6001-1 Records

### *Management Resources:*

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS  
*California Debt Issuance Primer*  
GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS  
*An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016*  
*Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015*  
*Investment of Bond Proceeds, Best Practice, September 2014*  
*Selecting and Managing Municipal Advisors, Best Practice, February 2014*  
*Debt Management Policy, Best Practice, October 2012*  
*Analyzing and Issuing Refunding Bonds, Best Practice, February 2011*  
INTERNAL REVENUE SERVICE PUBLICATIONS  
*Tax Exempt Bond FAQs Regarding Record Retention Requirements*  
*Tax-Exempt Governmental Bonds, Publication 4079, rev. 2016*  
U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS  
*Internal Control System Checklist*  
WEB SITES  
*California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>*  
*Government Finance Officers Association: <http://www.gfoa.org>*  
*Internal Revenue Service: <https://www.irs.gov>*  
*Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA): <http://www.emma.msrb.org>*  
*U.S. Government Accountability Office: <http://www.gao.gov>*  
*U.S. Securities and Exchange Commission: <https://www.sec.gov>*

# CSBA Sample Board Bylaw

Board Bylaws

BB 9270(a)

## CONFLICT OF INTEREST

Note: The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87505), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "~~Financial Interest in Contracts~~**Conflict of Interest**" under Government Code 1090 **- Financial Interest in a Contract.**" ~~However,~~ Even when a conflict does not exist pursuant to those statutes, ~~the Attorney General has found that special situations may still exist~~ **a violation might still occur** under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

**Because the law and definitions are quite complex, it is strongly recommended that districts consult with legal counsel and staff from the Fair Political Practices Commission (FPPC) as soon as a potential conflict is presented.**

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. ~~In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.~~ **Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.**

*(cf. 9005 - Governance Standards)*

Even if ~~there is not~~ a prohibited conflict of interest **does not exist**, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

Note: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to

**CONFLICT OF INTEREST** (continued)

disclose any assets and income which may be materially affected by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.

Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution that includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body. ~~Districts that do not wish to adopt a resolution as their conflict of interest code should modify the following paragraph accordingly.~~

The Board shall adopt ~~a resolution that specifies the terms of~~ **for** the district's **a** conflict of interest code; **that incorporates the provisions of 2 CCR 18730 by reference, specifies** the district's designated positions, and **provides** the disclosure categories required for each position. **The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)**

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body **or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)**

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days **after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)**

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)



**CONFLICT OF INTEREST** (continued)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last **required** statement and the date of leaving office or district employment. (Government Code 87302, **87500-87302.6**)

*(cf. 4117.2/4217.2/4317.2 - Resignation)*

*(cf. 9222 - Resignation)*

**Conflict of Interest under the Political Reform Act**

Note: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100-87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected Board member must disclose the interest and disqualify himself/herself from participating in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.

A Board member, **or** designated employee, **or other person in a designated position** shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A **disqualifying** conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," **which is distinguishable from the effect on the public generally, on one or more of the Board member, s or designated employee s, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700.** ~~economic interests,~~ unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, **or** designated employee, **or other person in a designated position** makes a governmental decision when, **he/she**, acting within the authority of his/her office or position, **he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district.** ~~(2 CCR 18702.1)~~ **authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.**

Note: 2 CCR 18705 permits a Board member who is financially interested in a contract to participate in making a decision on the contract if (1) he/she discloses the existence of the conflict and describes with particularity the nature of his/her economic interest in the contract; (2) gives a summary description of the circumstances under which he/she believes the conflict may arise; and (3) either

**CONFLICT OF INTEREST** (continued)

he/she, another Board member, or a district employee discloses the legal basis for concluding that no alternative source of decision exists for the district. In general, this rule will permit a district to acquire an essential supply or service. CSBA strongly recommends that legal counsel be consulted when situations arise involving the rule of necessity, as strict compliance is required.

**However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.**

~~A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)~~

**Conflict of Interest under Government Code 1090 - Financial Interest in a Contract**

Note: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract. Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. **California appellate courts have ruled in**

**CONFLICT OF INTEREST** (continued)

**McGee v. Balfour Beatty Construction LLC and Davis v. Fresno Unified School District that Government Code 1090 applies to consultants, including corporate consultants, who fill the roles and positions of officers, employees, and agents of the district.** However, the Attorney General has opined in 63 Ops. Cal. Atty. Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes, court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and legal counsel should be consulted as appropriate.

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest **in a contract made by the Board, the district is barred from entering into the contract is void.** (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

Note: The district may enter into a contract when a Board member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a contract with the Board member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.

Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member **or district official** to enter into the contract. (Government Code 1091)

Note: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior to the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops. Cal. Atty. Gen. 320 (1997))

Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require

**CONFLICT OF INTEREST** (continued)

Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (Thorpe v. Long Beach Community College District, 69 Ops.Cal.Atty.Gen. 255 (1986))

Because this area of law is complex, it is strongly recommended that district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

**In addition**, a Board member shall not be considered to be financially interested in a contract **if-in which** his/her interest is a "noninterest" as defined in Government Code 1091.5. ~~One such~~ Noninterest **includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, is when a Board member's in the employment of his/her** spouse/registered domestic partner **who** has been a district employee for at least one year prior to the Board member's election or appointment, **or in any other applicable circumstance specified in** (Government Code 1091.5).

**Common Law Doctrine Against Conflict of Interest**

Note: Even when there is not a conflict pursuant to the PRA (Government Code 87100-~~87505~~) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

**Districts are encouraged to consult legal counsel if situations arise that raise the question as to whether such a conflict exists.**

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

**Rule of Necessity or Legally Required Participation**

Note: Pursuant to Government Code 87101, when a conflict exists under the PRA, the district may still enter into a contract if the rule of necessity or legally required participation applies. In general, this rule will

permit a district to acquire an essential supply or service. The rule also permits a Board member to carry out an essential duty of his/her office in accordance with 2 CCR 18708, where he/she is the only one who may legally act and there is no alternative source of decision making authority. **It is recommended that legal counsel be consulted when situations arise involving the rule of necessity.**

**CONFLICT OF INTEREST** (continued)

~~On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.~~

**Incompatible Offices and Activities**

Note: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 **mandates** the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district (85 Ops.Cal.Atty.Gen. 60 (2002); 68 Ops.Cal.Atty.Gen. 171 (1985); 65 Ops.Cal.Atty.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then his/her position in the prior office is automatically terminated.

Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless he/she resigns as an employee. If the employee does not resign, the employment automatically terminates when he/she is sworn into office. See BB 9220 - Governing Board Elections.

The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(*cf.* 4136/4236/4336 - Nonschool Employment)

**Gifts**

Note: Pursuant to 2 CCR 18730, the gift limitation is currently \$460. This amount is adjusted in odd-numbered years by the FPPC. ~~However, this limit may not be applicable to gifts from every source.~~ **Pursuant to Government Code 89503, Board members and candidates are subject to gift limitation for gifts from all sources except when exempted by law or regulation.** For those Board members who file a Form 700 based on the disclosure categories specified in the district's conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable as to those individuals and entities that are disclosed on the Form 700.

**Several** exceptions exist within the Government Code's definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034. **If questions arise as to such exceptions, the district may seek clarification from the FPPC through email to [advice@fppc.ca.gov](mailto:advice@fppc.ca.gov) or consult legal counsel.**

**CONFLICT OF INTEREST** (continued)

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

**In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)**

**Note: Board members and designated employees may, in the circumstances described in Government Code 89506, receive payments, advances, or reimbursements for travel and related lodging and subsistence, which will not be subject to the gift limit set in Government Code 89503.**

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, ~~except as described in Government Code 89506~~ **except when: (Government Code 89506)**

- 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.**
- 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.**

**Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.**

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

**Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private **conference, convention, meeting, social event, meal, or like gathering.** ~~in accordance with law~~ (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

**CONFLICT OF INTEREST** (continued)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

*Legal Reference:*

EDUCATION CODE

1006 *Qualifications for holding office*

35107 *School district employees*

35230-35240 *Corrupt practices, especially:*

35233 *Prohibitions applicable to members of governing boards*

41000-41003 *Moneys received by school districts*

**41015 *Investments***

FAMILY CODE

297.5 *Rights, protections, and benefits of registered domestic partners*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*

1125-1129 *Incompatible activities*

81000-91014 *Political Reform Act of 1974, especially:*

82011 *Code reviewing body*

**82019 *Definition, designated employee***

**82028 *Definition, gift***

**82030 *Definition, income***

**82033 *Definition, interest in real property***

**82034 *Definition, investment***

87100-87103.6 *General prohibitions*

87200-87210 *Disclosure*

87300-87313 *Conflict of interest code*

87500 *Statements of economic interests*

89501-89503 *Honoraria and gifts*

**89506 *Ethics; travel***

91000-91014 *Enforcement*

PENAL CODE

85-88 *Bribes*

**REVENUE AND TAXATION CODE**

**203 *Taxable and exempt property - colleges***

CODE OF REGULATIONS, TITLE 2

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*

**18702.5 *Public identification of a conflict of interest for Section 87200 filers***

**18700-18707 *General prohibitions***

**18722-18740 *Disclosure of interests***

**18750.1-18756 *Conflict of interest codes***

Legal Reference continued: (see next page)

BB 9270(k)

## CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

### COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

### ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

### CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

### FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

### INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

### WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

(11/03 7/10) 5/16



# CSBA Sample Exhibit

Board Bylaws

E 9270(a)

## CONFLICT OF INTEREST

### RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Note: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313 of the Political Reform Act (PRA). Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference along with a list of designated positions and disclosure categories. Board members and designated employees must annually file a Statement of Economic Interest/Form 700 pursuant to the disclosure requirements of the district's conflict of interest code.

Government Code 87303 requires a district's conflict of interest code to be approved by a code reviewing body. For school districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The Fair Political Practices Commission (FPPC) is the code reviewing body for school districts with jurisdiction in more than one county.

The code reviewing body needs to review only the portion of the district's conflict of interest code that specifies the district's designated positions and the disclosure categories as detailed in the following sample Resolution, including its Appendix, and not the other legal requirements related to conflict of interest reflected in the accompanying sample bylaw. The Resolution, including the Appendix, should be adopted by the Board and, as necessary, forwarded to the code reviewing body. Pursuant to Government Code 87306.5, the code reviewing body is required to notify the district in even-numbered years of the need to review the district's conflict of interest code. Upon such notification, the district should review the Appendix and make any necessary changes. In some counties, the code reviewing body requires that a resolution be adopted during each review and that the Board's resolution and amended appendix be submitted to that body. In other counties, only the appendix needs to be submitted. In both cases, districts need not submit BB 9270 - Conflict of Interest to the code reviewing body. In addition to the biannual review, districts should modify the Appendix and submit it, and the resolution if required, to the code reviewing body when any changed circumstances within the district require amendments to the Appendix, such as the creation of new designated positions or a change of duties assigned to existing positions.

The following resolution should be modified to reflect district practice as well as any specific requirements of the district's code reviewing body.

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the \_\_\_\_\_ School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

**CONFLICT OF INTEREST** (continued)

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the \_\_\_\_\_ School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the \_\_\_\_\_ School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at a meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary/President

**CONFLICT OF INTEREST** (continued)

**Conflict of Interest Code of the  
River Delta Unified School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

**APPENDIX**

**Disclosure Categories**

<p>Note: The following list must be modified to reflect the specific disclosure categories in the district.</p>
---

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
  
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

**CONFLICT OF INTEREST** (continued)**Designated Positions**

Note: The following list must be modified to reflect the specific designated positions and applicable disclosure categories in the district. For districts in which the Board and Superintendent "manage public investments," the disclosure category for Board members and the Superintendent in the list below must be modified to "Full Disclosure."

<u>Designated Position</u>	<u>Disclosure Category</u>
Superintendent	1
Members of the Board of Trustees	Mandated**
Chief Business Officer	Mandated**
Athletic Director (2 positions)	2
Consultants*	**
Coordinator, After School Program	2
Coordinator, First 5 Readiness Program	2
Coordinator, Healthy Start Program	2
Coordinators, Secondary Education	2
Director, Accounting Dept.	2
Director, Personnel Dept.	2
Director, Special Education and Educational Services	2
Directors, Maintenance, Operations & Transportation Dept.	2
District Nurses	2
ExecutiveAssistant to the Superintendent and Board of Trustees	2
School Principals	2
Director, Food Services Dept.	2
Transportation Assistant, Transportation Dept	2

**CONFLICT OF INTEREST** (continued)**Disclosures for Consultants**

Note: The definition of designated employees in Government Code 82019 includes consultants. To preclude amending the code whenever retaining a consultant in a decision-making capacity, the following section provides that the Superintendent or designee shall make case-by-case determinations of the disclosures necessary, depending on the range of duties to be performed by the consultant.

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR ~~18701~~**18700.3**)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke **a any** permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR ~~18702.2~~ **18704, subsections (a) and (b)**, or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR ~~18701~~**18700.3**)

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: April 18, 2017 Attachments:  X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 15\_

**SUBJECT** Government Financial Strategies Scope of Work to Assist Action:  X  
with Development of Mitigation Plan for Gibbs Ranch Consent Action:   
Development Information Only:

**Background:**

The Niemi Group Developers have purchased the Gibbs Ranch development which was formerly owned by Shea Homes. The Gibbs Ranch was a portion of the Shea Homes planned development. Prior to the start of construction the district and developer need to negotiate a mitigation agreement which defines the parameter of fees and obligations associated with the development. The mitigation agreement will address the impact that the development will have on the district with the estimated increase in student population, facilities needs and transportation needs.

**Status:** Because the mitigation agreement and development are extremely important and will have a lasting impact on the future of the district it is prudent to seek the advice of experts in this field. Government Financial Strategies is part of the district mitigation team. The scope of work is viewed as reasonable and acceptable to the district office.

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

**Other People Who Might Be Present:** n/a

**Cost &/or Funding Sources**

The Scope of Work is for 100 hours at \$225 per hour, \$22,500 plus \$1,000 for out of pocket expenses. Costs will be paid from Unrestricted General funds.

**Recommendation:**

That the Board approves the Scope of Work with Government Financial Strategies to Assist with the Development of Mitigation Plan for Gibbs Ranch Developments.

Time:  5 mins.



## MEMORANDUM

To: Elizabeth Keema-Aston  
From: Jonathan Edwards *JE*  
Date: April 10, 2017  
Re: Scope of Work to Assist with Development of Mitigation Plan for Gibbs Ranch Development

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Beth, this scope of work sets forth the services we would provide in connection with assisting the District with developing a mitigation plan for the Gibbs Ranch development, and our fee for these services.

### Services Provided

In connection with assisting the District with developing a mitigation plan for the Gibbs Ranch development, our services will include the following as needed:

- Review and consult with District's legal counsel on relevant documents, including 2006 mitigation agreement, new mitigation proposal, 2017 developer fee studies, CFD No. 1 documents, legal documents, etc.
- Model projected students resulting from Gibbs Ranch development.
- Model potential revenue from CFD No. 1 and other potential mitigation/facilities funding options and sources.
- Model potential borrowing(s).
- Advise District on advantages and disadvantages of mitigation/facilities funding options.
- Assist with developer negotiations.
- Assist with developing and managing schedule(s) of events to implement mitigation/facilities funding plan(s).
- In connection with above, provide Board presentation(s), prepare memoranda, participate in meetings, coordinate with District staff, other members of the team (e.g. legal counsel) and outside entities as needed.

### Compensation

For these services, we would work on an hourly basis. Our hourly rate is \$225 (\$112.50 for travel time), plus out-of-pocket expenses (e.g. mileage, lodging, etc.). Because it is not possible to know exactly how much time will be needed, and based on our experience with these types of projects, we believe an appropriate initial budget is 100 hours (\$22,500) for services and \$1,000 for out-of-pocket expenses. We will strive to work as efficiently as possible and, as we only bill for hours worked, if less time is needed, then the District will benefit. We will not exceed this budget without authorization from the District.

If we are approaching this budget, we will consult with the District to discuss the status of the project, budget, and additional work needed, and the appropriateness of adjusting the scope of work and/or budget. At all times, the District's satisfaction will be absolutely paramount.



---

Also, it would be reasonable for the Gibbs Ranch developer to provide up-front funds to the District to assist the District with costs caused by the need to respond to the development (e.g. our services, legal services, etc.). Depending on the funding plan implemented, it may be possible for the developer to be reimbursed for these funds.

Beth, our commitment to our clients is "100 percent satisfaction guaranteed, 100 percent of the time". It is our goal to provide the best consulting services in the most economical fashion. We look forward to continuing to provide the River Delta Unified School District with this same high level of service.

If the scope of work is acceptable, please sign and date below and return a copy to us. Thank you.

JSE/abm

Accepted By:

---

Elizabeth Keema-Aston  
Chief Business Officer  
Palermo Union School District

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

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** April 18, 2017 Attachments: \_\_\_x\_\_\_

**From:** Elizabeth Keema-Aston, Chief Business Officer Item Number: \_16\_

**SUBJECT** Request to approve the allowance of attendance because of emergency conditions application (J-13A) to be filled for loss of the district's Average Daily Attendance (ADA) for January 19 & 20, 2017. Action: x

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

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

**Background:**

The State of California provides a method for LEA's to regain lost ADA for extenuating circumstances including extreme weather conditions. That method is a Request for Emergency Waivers. To qualify Attendance needs to drop to 90% of attendance for either October or May of the same school year. Emergency Waivers require board action as well as approval by the County Superintendent of Schools.

On January 19, 2017 attendance district wide was down by over 10% due to the severe storm weather causing flooding of homes and roadways. The delta experienced flooding of islands leaving some of the districts families stranded as well as other conditions and difficulties associated with flooding. Additionally high winds downed many trees in the delta leaving roadways blocked and impassable.

**Status:**

The district has prepared an Emergency Waiver due to Material Decline in attendance. The days that were low enough to qualify were January 19<sup>th</sup> which was district wide and January 20<sup>th</sup> which specifically applies to DH White Elementary and Delta High School due to downed power lines with electrical outages.

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

**Other People Who Might Be Present:** N/A

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

**Recommendation:**

That the Board approve the Emergency Waiver for Material Decrease in Attendance.

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

**REQUEST FOR ALLOWANCE OF ATTENDANCE  
BECAUSE OF EMERGENCY CONDITIONS  
Form J-13A (Rev. 01-05)**

School District (or Charter School) Name: River Delta Unified School District

School District (or Charter School) Address:445 Montezuma St., Rio Vista, CA 95471

County-District Code:34-67413

County Name: Sacramento

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Office of Principal Apportionment and Special Education  
School Fiscal Services Division  
California Department of Education  
1430 N Street, Suite 3800  
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

**MATERIAL DECREASE**

Nature of Emergency (describe):

Severe storm warning/weather with the accompanying flooding compounded with levee breaks in the Sacramento Delta area resulted in a District wide material decrease in attendance on January 19, 2017. The high winds and wet driving conditions make it difficult and often unnerving to drive on the levee roads. This can be a deterrent for families to bring/send their children to school. Many of the families in the district were either fighting to keep their homes from flooding or dealing with the flooded dwellings. Some were on evacuation standby notifications delivered through phone messages. Some islands were flooded with no ability to drive out or get transportation in. Numerous trees were downed blocking roadway access.

Name of School:  
All Schools

School Code(s):  
**34-67413**

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) January 19, 2017 during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): 1834 students per day. Estimated daily attendance multiplied by number of days of material decrease, yields 1834 days of attendance requested.

State method of determining estimated daily attendance (October or May ADA):

ADA for school month beginning on October 3, 2017\_\_ and ending on October 28, 2017\_\_.

Actual apportionable attendance for days of material decrease:

Site	Date	Actual Attendance
River Delta USD	January 19, 2017	1648

**MATERIAL DECREASE**

Nature of Emergency (describe):

Due to the severe storm weather with high winds on January 19, 2017 power lines were downed leaving two of our school sites without electricity resulting in a material decrease in attendance. Power was supposed to be reinstated in the morning hours, however it wasn't until after 12:00 noon that power was restored.

Name of School:

D.H. White Elementary (DHWE)  
Delta High School (DHS)

School Code(s):

**34-67413-6033716**  
**34-67413-5731708**

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) January 20, 2017 during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): 337 (DHWE) / 181 (DHS) students per day. Estimated daily attendance multiplied by number of days of material decrease, yields 337/181 days of attendance requested.

State method of determining estimated daily attendance (October or May ADA):

ADA for school month beginning on October 3, 2017\_\_ and ending on October 28, 2017\_\_.

Actual apportionable attendance for days of material decrease:

Site	Date	Actual Attendance
D.H. White Elementary	January 20, 2017	297
Delta High School	January 20, 2017	163

We, members constituting a majority of the governing board of the River Delta Unified school district, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

Alicia Fernandez, President

\_\_\_\_\_

Don Olson, Vice President

\_\_\_\_\_

Marilyn Riley, Clerk

\_\_\_\_\_

Sarah Donnelly

\_\_\_\_\_

Katy Mahoney

\_\_\_\_\_

David Bettencourt

\_\_\_\_\_

Chris Elliott

\_\_\_\_\_

Printed Names

Signatures

**At least a majority of the members of the governing board shall execute this affidavit.**

Subscribed and sworn (or affirmed) before me, this 18\_\_ day of April, 2017\_.

Signature, Title \_\_\_\_\_

of Sacramento County, California

Contact/Individual responsible for preparing this form:

Name: Elizabeth Keema-Aston Title: Chief Business Officer

Phone: (707) 374-1700 Fax : (707) 374-2995 E-mail: ekaston@rdusd.org

.....  
**AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools \_\_\_\_\_

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

Subscribed and sworn (or affirmed) before me, this \_\_\_ day of \_\_\_\_\_, 2\_\_\_.

Signature, Title \_\_\_\_\_

of \_\_\_\_\_ County, California

Contact/Individual responsible for preparing this form:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail: \_\_\_\_\_

**River Delta USD**

**ADA for Emergency Waiver**

**Regular ADA**

**Month 6**

Site	Oct. ADA	90%	9-Jan	10-Jan	11-Jan	12-Jan	13-Jan	17-Jan	18-Jan	19-Jan	20-Jan
Bates	146	131	139	134	140	140	141	145	145	137	134
CMS 7-8	168	151	151	162	158	156	159	164	170	146	163
ISLE	166	149	161	164	159	164	160	165	165	149	152
RVIEW	235	212	245	242	236	244	240	217	238	228	235
WG	161	145	149	154	151	150	152	148	155	147	147
DHW	337	303	332	329	323	332	312	318	316	292	297
CMS 9TH	57	51	54	51	50	53	51	51	55	47	48
DELTA	181	163	179	179	177	176	176	185	173	155	163
RVHS	361	325	356	360	362	352	350	345	365	317	351
MOKE	9	8	9	11	14	10	12	14	13	13	12
RD H/E	9	8	10	11	11	10	11	11	12	13	13
CDS	4	4	5	5	5	5	5	5	6	4	4
TOTAL	1834	1650	1790	1802	1786	1792	1769	1768	1813	1648	1719

## Storm surge: Levees under patrol as water problems in Delta grow

### Wednesday

Posted Jan 11, 2017 at 8:00 PM

Updated Jan 11, 2017 at 9:25 PM

By **Alex Breitler**

Record Staff Writer

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Flooding concerns intensified in the the Delta on Wednesday as huge volumes of water surged down creeks and streams into the low-lying river estuary.

Higher than expected water levels had crews patrolling levees and watching carefully for any sign of trouble. An **estimated** 245,098 cubic feet of water per second was pouring into the Delta, the equivalent of nearly three Olympic-sized swimming pools every second.

And it didn't end on Wednesday: By high tide late Thursday, the rivers may be even higher as the slug of water from earlier storms passes out to San Francisco Bay.

"When the water's this high you could have a beaver hole open up and you could have a real problem. You could lose a levee," said Dante Nomellini, a Stockton attorney who represents Delta farmers.

Century-old Delta levees protect farmland that in some cases is well below sea level. Hundreds of millions of dollars have been spent improving the levees in recent decades, but they still are considered vulnerable to failures that can flood farms, roads and utilities and disrupt the water supply for much of California.



Evidence of the massive flow into the Delta was everywhere on Wednesday. The Calaveras River in Stockton was running high as officials began **releasing some water** from upstream New Hogan Lake to save room for future storms. Just 13 months ago, New Hogan was a mere 20 percent of average; this week, in a period of two days, it rose from 98 percent to 127 percent of average.

The Stockton Diverting Canal, a normally dry channel built more than a century ago to save Stockton from devastating flooding on the Calaveras, also was running high. Farther downstream, the water inched high enough to inundate the deck behind a home in Riviera Cliffs.

A similar rise was happening, but to a much larger extent, on the Mokelumne River, where the high waters broke through a levee early Wednesday and flooded farmland in south Sacramento County. The Mokelumne **may crest even higher early Thursday**, about 3 feet lower than its reach during the great floods of 1997.

To the south, the San Joaquin River is expected to **continue rising** as well, though it has more room to grow within its banks. Projections on Wednesday suggested that the river could rise high enough to cause water to seep onto adjacent farmland.

Bottom line: Just because it's stopped raining doesn't mean the flood concerns have evaporated. The National Weather Service's **flood warning**, which extends throughout much of the Central Valley, will carry on at least into Thursday.

The San Joaquin County Office of Emergency Services upgraded to a higher alert level on Wednesday, recommending that public agencies be ready to mobilize if a serious flood occurs.

"There's enough potential," said Michael Cockrell, the local OES director. "In all four directions of the county, we see flood threats."

But before all that water can escape toward the bay, it must pass through the Delta, where there has been no major levee failure since the sunny-day **Jones Tract collapse in 2004**.

Potential threats include wind eroding the sides of the levees and beaver holes that can weaken their integrity, Nomellini said. A sinkhole discovered on Upper Jones Tract on Sunday has been filled and "looks like it's OK," he said.

Nomellini said the water levels in Rio Vista on Wednesday appeared to be about **10 inches higher than expected**. The tides, runoff from the mountains and barometric pressure are factors, making the actual water level hard to predict.

But it's not hard to see that the water has gone up progressively since the first major storm on Sunday. Each day, water has spilled higher onto the waterfront promenade in downtown Stockton; on Wednesday even the pedestrian benches were perched in a pool of water.



**Mike Fitzgerald**  
@Stocktonopolis

Follow

Rising water at Weber Point this evening.

5:33 PM - 11 Jan 2017

6 8

Members of the California Conservation Corps were dispatched to Twitchell Island, south of Highway 12 in Sacramento County, to put plastic sheeting and sandbags over the levee to protect it from wind-whipped waves.

As Nomellini put it: "We're keeping our fingers crossed."

# The Delta Confluence

## Atmospheric river rains fuel flooding across quenched California

Wednesday, 01/11/2017, 6:00 am  
Staff

True to California's history, following a drought comes flood.

Throughout the northern part of the state, from the coast to the Sierras, torrential rains have caused flooding. The foothills, Delta and wine country have all experienced it. Rain in the mountains has caused snow to melt rapidly, creating an accelerated amount of runoff that is flooding streams, creeks and rivers. Several deaths were reported and hundreds of homes flooded.

In the Delta, serious flooding continues at locations outside Walnut Grove, Ryde and various other roadways in Rio Vista and Isleton. Water levels are nearing the tops of levee banks throughout the Delta, from north to south.

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At New Hope Landing, mobile home residents were evacuated. Walnut Grove Marina residents were also evacuated. While some mobile homes were towed elsewhere, others remain at the top of the levee. Citizens could be heard reminiscing about the floods of 1986 and 1997, and claiming to have predicted this year's floods, laughing that local farmers had discounted their prediction, which has now been proven right.

"It's going to raise another three to four feet over the next day, and it's not even high tide yet," said Wimpy's bartender Diana Adams. "The last time it was this bad was 2006."

Cheri Lima moved to New Hope two months ago after retiring last year to enjoy the Delta and relax. After living through an earthquake in Long Beach, she didn't expect the Delta to flood so soon after years of drought. Her mobile home was evacuated to the top of the levee.

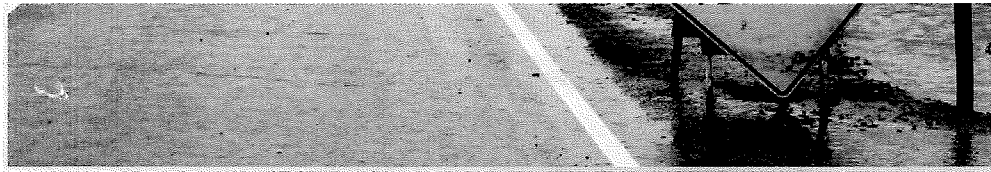
"The wind is a little much, but thankfully we have power. We're doing good," said Lima. "My dog still likes me."

Ko-Ket Resort across from Ryde on the Sacramento River was evacuated after the Sacramento River topped the bank. Twin Cities Road in Galt was closed, affecting commuters' routes to the Delta.

"I didn't go down Twin Cities, it was closed. I had to go down Thornton Road," said Ben Holcomb of Herald, near Galt. "Twin Cities is my usual route, but I'm not even going to try it. I'm currently looking for a different way to get home from Locke."

Montezuma Road near Rio Vista and SR 113 at SR 12 was closed Tuesday night. River Road on the way to the Cache Slough Ferry was experiencing flooding, and the J-Mack Ferry was closed, connecting Grand Island to Ryer Island, where homes outside Snug Harbor experienced flooding.





The Sacramento Weir on the Sacramento River was opened at approximately 4 a.m. on Tuesday for the first time since December 31, 2005. By 3 p.m., six more gates were opened by Department of Water Resources engineers to allow more water to flow into the Yolo Bypass and prevent flooding in urban Sacramento.

The 2,000 foot-long weir, under U.S. Army Corps of Engineers rules, is opened after the Sacramento River hits 29.87 feet at the I Street Bridge. The weir consists of 48 gates and has been in operation for 100 years.

The constant precipitation isn't expected to stop until sometime Thursday, leaving the potential for even more serious flooding or a possible levee breach. All residents are encouraged to avoid roadways that appear to have experienced flooding, as most deaths during floods occur within vehicles.

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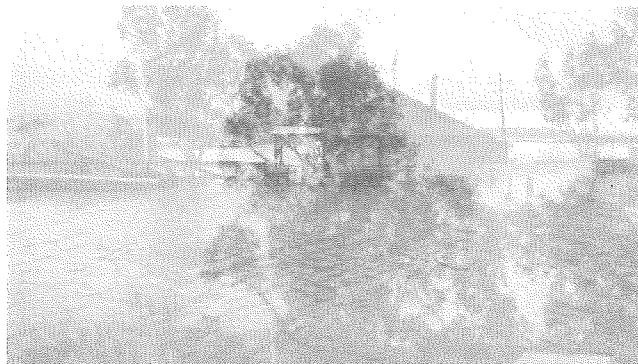
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Levees

## Bay Area flooding: Multiple Delta levee breaches reported

By AARON DAVIS | aarondavis@bayareanewsgroup.com and MATTHIAS GAFNI | mgafni@bayareanewsgroup.com |  
PUBLISHED: January 12, 2017 at 2:54 pm | UPDATED: January 13, 2017 at 3:43 am



**VAN SICKLE ISLAND** — After three days of king tides and massive rainfall, levees in the Delta have begun to fail, flooding islands, duck clubs and other land north of Pittsburg, an island owner and emergency official said Thursday.

Van Sickle and Grizzly islands, among others, have seen levees overtopped or breached, according to Don Ryan, Solano County Sheriff's Office emergency services manager. No injuries or evacuations have been reported, he said.

"This is mostly private property, often duck clubs ... and it's their responsibility to maintain their own levee system," he said.

Ryan said the influx of water flowing down from Sacramento, with the rare opening of the Sacramento weir, combined with king tides has put pressure on the levees, causing many to rupture or have water pour over the top.

"The good thing is these are relatively unpopulated areas and the people who are there are duck club owners with boats, so they can get away," Ryan said.



A building on Van Sickle Island in the Delta floods after a breached levee inundated the island with water. (Photo courtesy of John Sweeney)

The water flow peaked early Thursday at the Sacramento weir at 140,000 cubic feet per second, according to the Department of Water Resources.

Delta island owner John Sweeney shared photos and video of breached levees and water from the Sacramento River topping over berms at Van Sickle Island, home to about 20 duck clubs.

He said one big breach spanned about 1,000 feet and he expected the entire island to flood in hours. He co-owns Spinner Island Hunt and Social Club.

"It will be flooded in about an hour," Sweeney said in a phone interview from his boat about 2 p.m. Thursday.

Ryan said the water flow was slowing and tides are dropping, which should alleviate some of the flooding, but affected islands will have

to pump water out which can take months.

At Big Break Regional Shoreline in Oakley, the confluence of king tide with the rushing waters flooded over the observation pier, which in turn brought a flood of visitors.

"We've had hundreds of people here today and a hundred yesterday. It's like a snow day," said Mike Moran, supervising naturalist at Big Break's visitor center. "The last time the water was over the pier was 10 years ago."

Moran explained to visitors that the sun and the moon were both at their closest points to Earth and were also in line, which created the king tide that was drawing over 450,000 gallons a second inland to meet the outflow from the Delta.



Waters climbed over the observation pier at Big Break Regional Shoreline and drew visitors to wade through the waters during the rare event. (Aaron Davis/Staff)

Park officials creatively provided rain boots at the entrance to the pier for guests to slog through the waters out to the observation deck.

Shaunika Dearman, of Brentwood, brought her three kids and dog out to the pier to see the rare event.

"We live in such an amazing place in terms of nature and waterways and we didn't want to miss out on something that happens once in a blue moon," Dearman said.

Tony Griffin, resident and host at the Antioch Marina, had not seen the water this deep in more than 50 years. A marker indicated the water was 6 feet above the average.

"It's 2 feet deep in the parking lot here, and you can see the wake from the passing boats," Griffin said.

Tags: Bay Area Storm, Flooding



**Aaron Davis** Aaron Davis reports on East Contra Costa County for the East Bay Times. He has worked for papers throughout the Seacoast of New Hampshire, as well as in Queens, New York and in Amarillo, Texas. Send tips to 408-859-5105 or to aarondavis@bayareanewsgroup.com.

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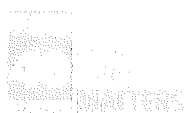
### All You Need Is a Penny: It's Time to Check Your Tire Tread

By Certified Service

There are many factors that can cause tire wear on your Chevrolet vehicle. Check for these signs of tire wear.

# Residents Urged to Find Higher Ground as Snodgrass Slough Floods at Lambert Road

POSTED 6:20 AM, JANUARY 12, 2017, BY FOX40 WEB DESK



SACRAMENTO COUNTY -- Residents are experiencing unexpected flooding in the area of Lambert Road and Franklin Boulevard.

The flooding is caused by the Snodgrass Slough at Lambert Road reaching flood stage.

The flood waters have also prompted evacuations in the the Pleasant Point area.

The Sacramento Office of Emergency Services is saying Point Pleasant residents leaving the flood area may go to Courtland Station 92 at 1125 Hood Franklin Road.

People in the area are saying they received no evacuation warnings and then all of the sudden the water started rising fast.

According to homeowners in the area, they saw the water rise about 5 feet in a matter of 3 hours and entire fields flooding in a matter of 30 minutes.

The affected area is also highly populated with livestock so many residents are scrambling to get their animals out of harms way.

As of 12 p.m. Thursday, Cosumnes Fire has rescued 14 people since 4 a.m. due to flooding in the Point Pleasant area of Elk Grove. All of the rescues were non-injury.

Sheriff's are warning residents about the water.

Stay with FOX40 for updates on these flood levels.



**Cosumnes Fire Dept.**  
@CosumnesFire

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Cosumnes fire has rescued 14 people since 4AM due to flooding conditions in the Point Pleasant area of Elk Grove. All non-injury rescues.

11:42 AM - 12 Jan 2017

18 15



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#PointPleasant residents leaving flood area may go to Courtland Station 92 at 1125 Hood Franklin Rd. [drive.google.com/open?id=1LrsnB...](https://drive.google.com/open?id=1LrsnB...) #CAFlood

7:41 AM - 12 Jan 2017

**2017 Jan/Feb Storms Sacramento County**

Notification maps for Sacramento County of potential flood areas. These areas are within or adjacent to FEMA floodplain. Check [google.com](https://www.google.com)

17 6



# Crews Continue to Monitor Lost Slough Levee

POSTED 3:39 PM, JANUARY 12, 2017, BY FOX40 WEB DESK, UPDATED AT 10:48PM, JANUARY 12, 2017



SACRAMENTO COUNTY -- Crews remained on standby overnight Thursday keeping a watchful eye on the weakened Lost Slough levee.

Earlier in the day, part of the levee broke loose after an underground irrigation pipe burst, sending plenty of water into the already soggy region.

Most of the patch-work was done before nightfall, but crews were planning to return Friday morning to finish the job in an area that has already seen lots of standing water from the recent heavy rains and several boils, which are considered small breeches in the levee infrastructure.

But overnight Thursday, the main concern was the weakened levee. The Lost Slough region has only three pumps to get all the standing water back into the slough. Crews made sure those pumps were fully operating.

"Because sometimes the pump just shuts off, and this is a big pump," explained Antonio Vazquez, who maintained the pumps over night.

So far the region, which is west of Interstate 5, has not experienced a levee break. But residents and business persons hear now that could change quickly.

"Sure, the levee could break at any moment, and then we'll need to get the heck out of here," said Jonathan McCormack of McCormack's Ranch on Twin Cities Road.

"We can't even get down our road because of the amount of water coming our way, and slowly but surely, it's going to be here."

In a Facebook interview, Sacramento County's Emergency Operations Coordinator Mary Jo Flynn said evacuations are only voluntary at this point, but the situation could change quickly.

"This is a dynamic situation that could change at any minute, possibly calling for mandatory evacuations."

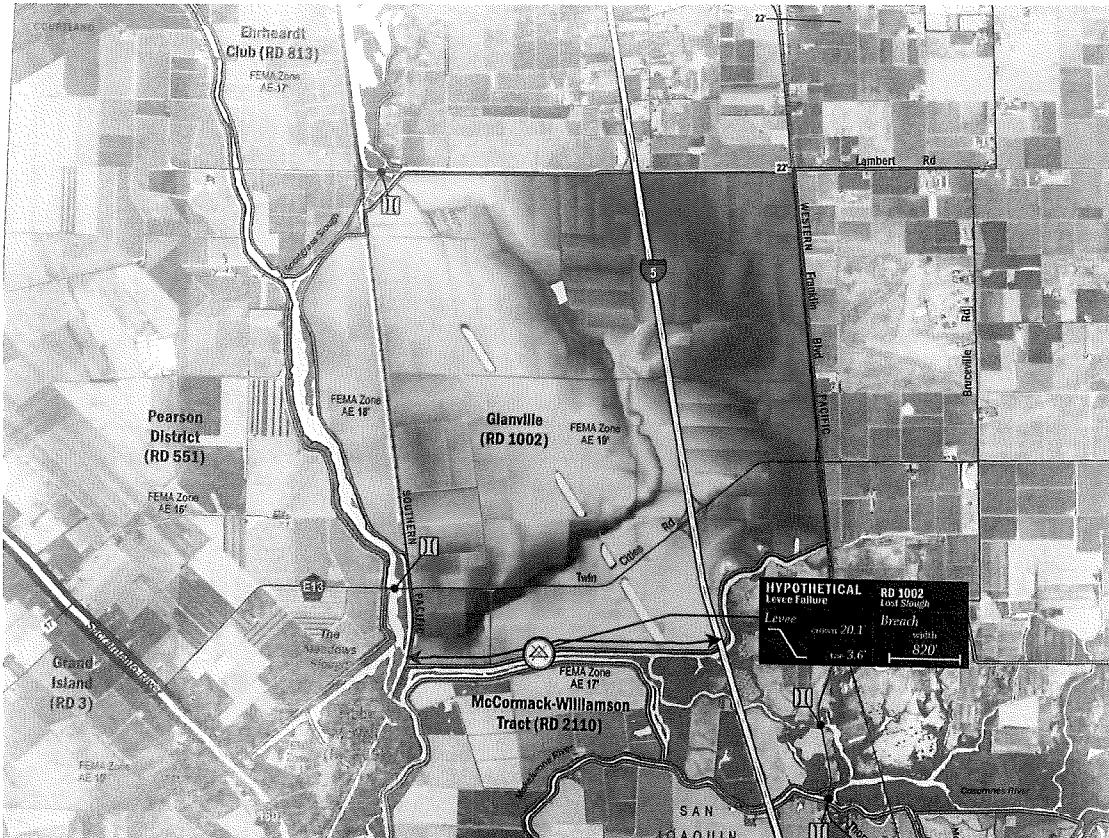
In the meantime, crews will continue to monitor both the levee and flood conditions around the clock.



**SacramentoOES**  
@SacramentoOES

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#Glanville this is a hypothetical map of affected area #caflood



RETWEETS 27  
LIKES 6



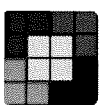
3:32 PM - 12 Jan 2017 from North Highlands, CA

Reply 2 Retweet 27 Like 6



**Leslie Teltoe** @LTeltoe · Jan 12  
@SacramentoOES What city is Glanville adjacent to and what county? Tried googling #LostSlough & #Glanville - nothing comes up. Thanks!

Reply 6 Retweet

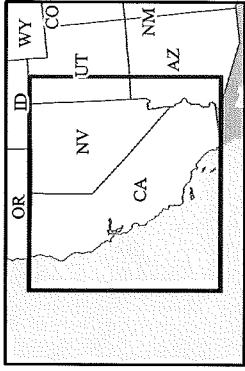


**Alan McBee** @AlanMcBee · Jan 12  
.@LTeltoe .@SacramentoOES That area is around the Franklin/Hood area, just southeast of Elk Grove in Sac County

# FEMA-4301-DR, California Disaster Declaration as of 02/14/2017



FEMA

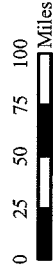
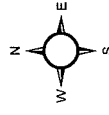


**Data Layer/Map Description:**  
The types of assistance that have been designated for selected areas in the State of California.

All areas in the State of California are eligible for assistance under the Hazard Mitigation Grant Program.

**Designated Counties**

- No Designation
- Public Assistance



**Data Sources:**

FEMA, ESRI;  
Initial Declaration: 02/14/2017  
Disaster Federal Registry Notice: 02/14/2017

Datum: North American 1983  
Projection: Lambert Conformal Conic

