

# 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:

**October 10, 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
7. Review and Approve the **Open Session** Agenda

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

10. **Consent Calendar**

- 10.1 Approve Board Minutes
  - Regular Meeting of the Board, September 12, 2017
- 10.2 Receive and Approve Monthly Personnel Reports
  - As of October 10, 2017
- 10.3 District’s Monthly Expenditure Report
  - September 2017
- 10.4 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergym Inc.) for the 2017-2018 school year at a cost not to exceed \$20,000 – Special Educational Funds - Kathy Wright
- 10.5 Request the approval of the Specific Waiver Request to allow Delta High School and Clarksburg Middle School to continue with the Joint School Site Council for both schools from October 2017 through September 2019 – Laura Uslan
- 10.6 Request to approve the out of state travel for Denise Stine to travel to Chicago, Illinois to attend the National Association of School Psychologists Annual Convention from February 12-16, 2018 at a cost not to exceed \$3,000 – Mental Health Funds – Kathy Wright
- 10.7 Request to approve the Rio Vista High School’s Dance Crew fund raising events: “Kids Dance Camp”, “Dance Fitness”, and “World’s Finest Chocolate Sale” – Vicky Turk
- 10.8 Donations to Receive and Acknowledge:
  - Isleton Elementary School – 6<sup>th</sup> Grade Sly Park Educational Fieldtrip**
    - Norman and Flora Spalding \$100
    - Waldie and Associates - \$105
    - B & W Resort Marina - \$235
    - Robert and Bridget Abercrombie - \$235
    - Kerri Silva Lovick – Trendsetters - \$100
    - Moon Café - \$20
    - Moreno Trenching - \$235
    - Gornto Ditching - \$470
    - MEI WAH – Iva Walton - \$235
    - Rio Vista Muffler, Hitch & Welding - \$50
    - Williams Mobile Service - \$235
    - Services Group, Inc. (Kamps Propane, Inc.) - \$470
    - Dolk Tractor Company, Inc. - \$470
    - Bob’s Bait Shop - \$235
    - Danny & Delinda Bowers - \$235
    - Riverside Elevator - \$500
    - Giusti’s - \$50
    - Lucy’s Café - \$235
  - Riverview Middle School**
    - Lions Club – 2017-18 Student Planners
    - Mariann and Stan Melby – School Supplies
  - Delta High School – Football and Baseball Fields**
    - Harvey Lyman Company – 150 pounds of Fertilizer
  - Rio Vista High School – Rio Vista High School “Elizabeth McCormack Library”**
    - Harvey L. & Maud C. Sorensen Foundation (Duncan C McCormack III, President) - \$50,000
  - Rio Vista High School – Football Field Snack Bar**
    - Raymond & Denise McFarlane – Refrigerator (\$1,000)

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

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

- 11. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of July 2017 – Don Beno

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

12. Request the Elimination of a Special Educational Assistant IV at D.H. White Elementary School determined by the IEP team – Don Beno

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

13. Request to approve the Comprehensive District Safety Plan 2017-2018 – Don Beno

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

14. Request to approve Resolution #736 Establishing Restricted Fund 12 Child Development Fund with Sacramento County Auditor and Treasurer – Elizabeth Keema-Aston

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

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

15. Public Hearing – Delta Elementary Charter School Request for Material Revision to its Charter (Education Code section 47605, 47607) – Don Beno

**Open Public Hearing \_\_\_\_\_ pm      Public Comment:      Close Public Hearing \_\_\_\_\_ pm**

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

16. Request to approve Resolution #737 Consideration of the Governing Board of the River Delta Unified School District regarding an Amendment to Community Facilities District No. 1 – Elizabeth Keema-Aston

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

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

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: \_\_\_\_\_

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

**AFFIDAVIT OF NOTICING AND POSTING:**

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

October 10, 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 5:35 p.m. on October 10, 2017, at the 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)]. - None

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:

- 4.3.2 Certificated
4.3.3 Classified
4.3.4 Public Employee(s) Searches, Appointment, Employment conditions
4.3.5 Complaint, Discipline, Dismissal, Non-Reelects, & Releases
4.3.6 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.
4.3.6.1 RDUTA
4.3.6.2 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: \_\_\_\_\_ Abstentions: \_\_\_\_\_ Time: \_\_\_\_\_
jg



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



**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 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 (**September Month 2**) 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 *2016-2017 and 2017-2018*. 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 37 students*** compared to the same month last year, decreasing from 1,936 to 1,899. (Does not include Adult Ed)

District-wide enrollment ***stayed the same*** compared to ***last month*** (*August*), from 1,899 to 1,899. (Does not include Adult Ed)

District-wide attendance ***has decreased 10 ADA*** compared to ***last month*** (*August*), 1,831 to 1,821. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

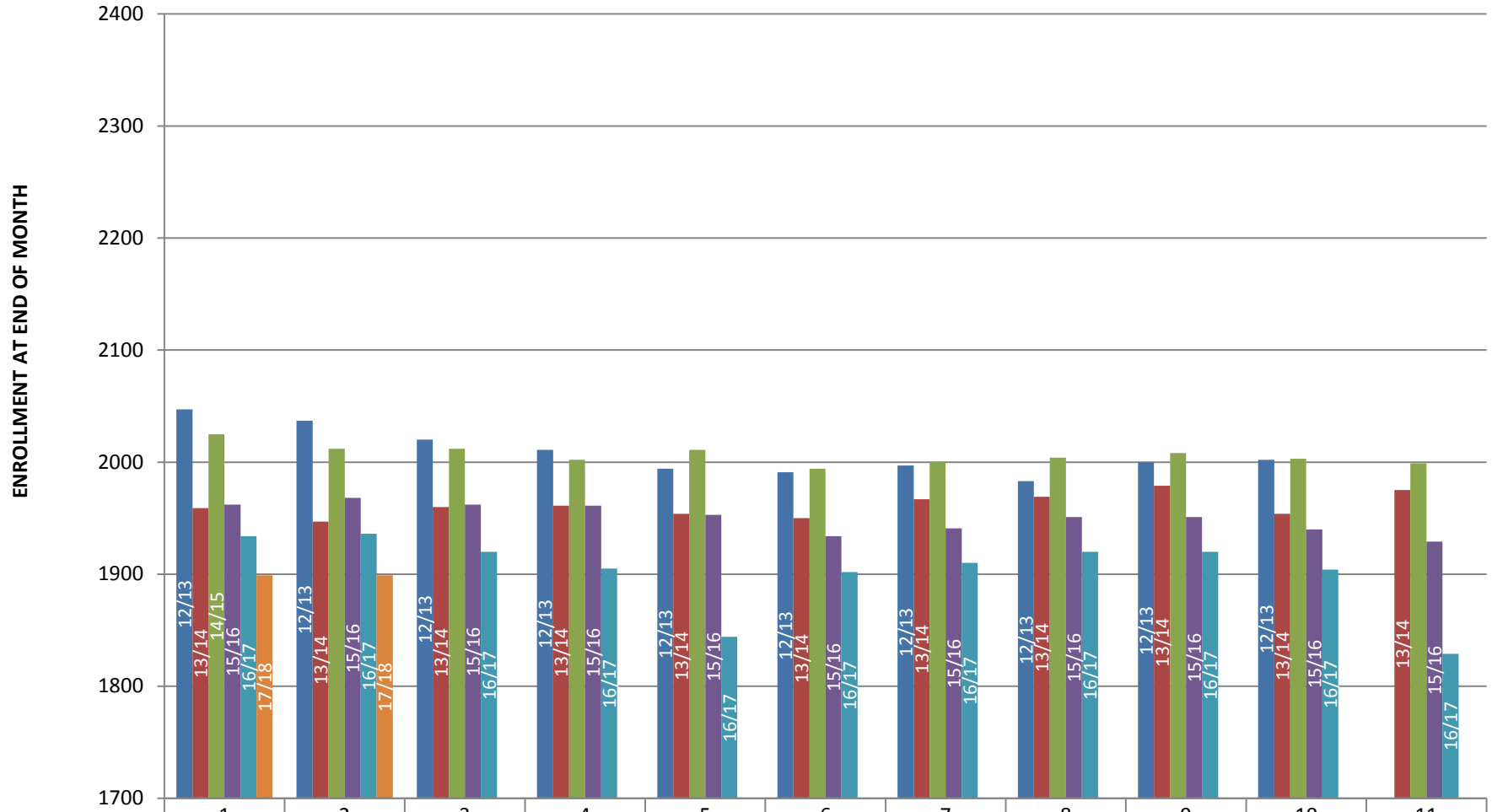
Presenter: Elizabeth Keema-Aston, Chief Business Officer

Recommendation:

That the Board receives the information presented.

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA
		16-17	17-18			16-17	17-18	From Pr Month	
BATES	ENR	151	136			153	132	-4	
	ADA	149	133	97.8%		147	132		100.0%
CLARKSBURG (7th & 8th Gr)	ENR	177	197			176	197	0	
	ADA	171	193	98.0%		171	192		97.5%
ISLETON	ENR	173	159			176	158	-1	
	ADA	166	153	96.2%		167	151		95.6%
RIVERVIEW	ENR	244	231			245	230	-1	
	ADA	236	226	97.8%		237	221		96.1%
WALNUT GROVE	ENR	168	163			170	164	1	
	ADA	165	158	96.9%		162	158		96.3%
D.H. WHITE	ENR	363	352			359	353	1	
	ADA	345	331	94.0%		340	337		95.5%
ELEMENTARY SUB TOTAL	ENR	1,276	1,238			1,279	1,234	-4	
	ADA	1,232	1,194			1,224	1,191		
CLARKSBURG (9th Grade)	ENR	58	80			58	80	0	
	ADA	57	79	98.8%		56	78		97.5%
DELTA HIGH	ENR	190	162			190	164	2	
	ADA	185	160	98.8%		182	157		95.7%
RIO VISTA HIGH	ENR	377	386			373	385	-1	
	ADA	365	372	96.4%		360	368		95.6%
HIGH SCHOOL SUB TOTAL	ENR	625	628			621	629	1	
	ADA	607	611			598	603		
Mokelumne High (Continuation)	ENR	18	15			17	14	-1	
	ADA	15	12			13	12		
River Delta High/Elem (Alternative)	ENR	10	14			15	18	4	
	ADA	9	11			10	11		
Community Day	ENR	5	4			4	4	0	
	ADA	4	3			4	4		
TOTAL K-12 LCFF Funded	ENR	1,934	1,899			1,936	1,899	0	
	ADA	1,867	1,831			1,849	1,821		
Wind River- Adult Ed	ENR	13	0			19	40	40	
TOTAL DISTRICT	ENR	1,947	1,899			1,955	1,939	40	

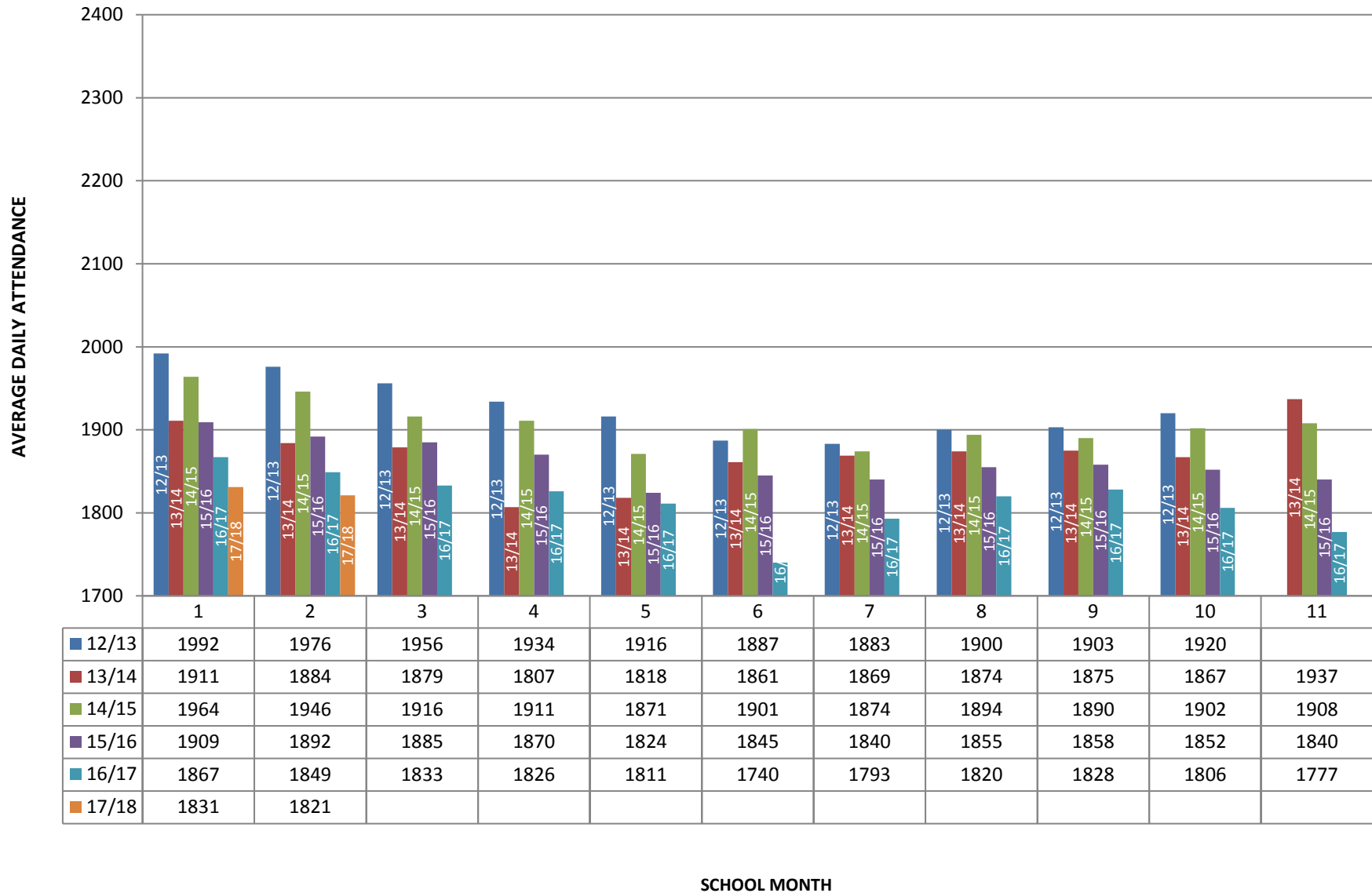
# ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
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	1934	1936	1920	1905	1844	1902	1910	1920	1920	1904	1829
17/18	1899	1899									

SCHOOL MONTH

## ACTUAL ATTENDANCE



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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 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**  
 2017-18 Working Budget vs. Actuals Report  
 September 30, 2017

Working Budget						Actuals thru: 9/30/2017					
	Beginning Balance ( A )	Net Income/Contributions in ( B )	Expense/Contributions out ( C )	Ending Balance ( D )	YTD Income ( E )	YTD Paid to Delta Charter ( F )	YTD Net Revenue ( G )	Percentage Received ( H )	YTD Expense ( I )	Percentage Spent ( J )	
					(G/B=H)				(I/C=J)		
General Fund: (01)											
Unrestricted	4,726,917	15,694,858	16,030,093	4,391,682	1,777,771	(520,953)	1,256,818	8.01%	3,253,460	20.30%	
Restricted	1,017,689	7,188,048	7,244,174	961,563	334,703		840,901	11.70%	911,949	12.59%	
Combined	5,744,606	22,882,906	23,274,267	5,353,245	2,112,474	(520,953)	2,097,719	9.17%	4,165,409	17.90%	
<i>Dry Period Financing</i>					-		-				
General Fund - Fund Balance %	23.00%	<i>Represents Ending Balances divided by Budget Expenses (D/C)</i>									
Other Funds											
Adult Ed. (11)	20,229	78,218	78,218	20,229	-		-	0.00%	11,987	15.33%	
Cafeteria ( 13 )	103,719	993,835	969,810	127,744	12,335		12,335	1.24%	75,081	7.74%	
Sp. Res-Other than Cap. Outlay (17)	68,125	300	-	68,425	-		-	0.00%	-	0.00%	
Bond Fund ( 21 )	844,308	25,500	25,500	844,308	6,201		6,201	24.32%	-	0.00%	
Bond Fund- SFID #1 South (22)	118,117	600	23,600	95,117	-		-	0.00%	1,963	8.32%	
Bond Fund - SFID #2 North (23)	55,831	200	23,200	32,831	-		-	0.00%	3,295	14.20%	
Developer Fees (25)	40,933	241,179	241,179	40,933	17,619		17,619	7.31%	211,092	87.53%	
County School Facilities (35)	3,197	-	-	3,197	-		-	0.00%	-	0.00%	
Capital Projects (49)	32,289	100	-	32,389	-		-	0.00%	-	0.00%	

**Includes augmentation from 45 day revised Governors Budget**

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



**BOARD AGENDA BRIEFING**

Meeting Date: 10-10-17

Attachments:  X

From: Craig Hamblin, Director of MOT

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 September 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**  
**October 10, 2017**

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

**Maintenance & Operations:**

- **Bates Elementary**
  - Installed new batteries in Emergency Exit lights - \$238.13
  - Installed new sewer line on exterior for Rooms 7, 8 & 9 - \$640.88
  - Repaired kitchen freezer - \$427.83
  
- **Clarksburg Middle School**
  - Relocated pump alarm for sewer system - \$483.00
  
- **Delta High School**
  - Replaced halogen, LED and flood lightbulbs in parking lot area - \$152.44
  - Installed new 12V batteries in the auto scrubber - \$205.86
  
- **D.H. White Elementary School**
  - Repaired HVAC in Room 7 - \$598.15
  - Repaired motor mount on AC in older portable classroom - \$153.78
  - Repaired AC units in portables 14, 15 and 17 - \$567.91
  - Repaired door on principal's office - \$124.01
  - Repaired swamp cooler - \$542.32
  - Installed new blower motor in HVAC unit in Room 12 - \$574.79
  
- **Isleton Elementary**
  - Installed hanging ceiling mount for projector in Ms. Dolk's room - \$191.72
  - Repaired HVAC unit in Portable 2 - \$683.72
  - Lined football field for ASP football - \$234.00
  
- **Rio Vista High School**
  - Hung MVP banners in gym - \$100.48
  - Repaired HVAC unite in Room 7E - \$327.64
  - Repaired thermostat; replaced motor, belt and fuses in classroom F110 - \$606.27
  - Replaced blower motor on HVAC in F building - \$676.82
  - Replaced broken window with plexi-glass on D building - \$127.24
  - Repaired walk-in refrigerator in back room of D building - \$559.44
  
- **Riverview Middle School**
  - Replaced broken window with plexi-glass on Building B - \$105.28



- **Walnut Grove Elementary School**
  - Installed new 12V batteries in auto scrubber - \$205.86
  - Installed new HVAC unit in Room 5 - \$6,545.20
  - Installed new HVAC unit in Room 7 - \$6,500.00
  - Changed main breaker and added light switches for hallway - \$1,579.00
  
- **Maintenance District Wide**
  - Worked on “All Gender” restroom signs (south end) - \$140.21

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



**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 2017

Attachments:  X

From: Kathy Wright, Director of Educational Services

Item Number: 9.3.1

**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: \_\_\_\_\_

# 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.

## SUBMITTER INFORMATION

Trisha Salomon	Secretary	707-374-1729
<b>Name</b> Person submitting form	<b>Job Title</b>	<b>Phone Number</b> Include area code
tsalomon@rdsd.org		
<b>E-mail Address</b>		

## DISTRICT INFORMATION

River Delta U.S.D.	2017	Quarter 1 (Jul.–Sept.)
<b>School District</b>	<b>Year Covered by This Report</b>	<b>Quarter Covered by This Report</b>

## COMPLAINTS

### Sufficiency of Textbooks

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

### Emergency School Facilities Issues

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

### Vacancy or Misassignment of Teachers

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

## 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 Shannon Hansen with your report.

N/A

## 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.

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.

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## RETURN INSTRUCTIONS

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

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 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 September 12, 2017.

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

**Background:**

Attached are the minutes from the Board of Trustee's meeting held on:  
September 12, 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

September 12, 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 5:35 p.m. on September 12, 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 (absent)  
Chris Elliott, Member (absent)  
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 @ 5:40 pm

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

5. **Open Session was reconvened at 6:30 pm**

5.1 Roll was retaken, Members Donnelly and Elliott were absent; and 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 Kathy Wright, Director of Educational Services

6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)

Board President Fernandez reported that the Board did not take any actions during closed session.

7. **Review and Approve the Open Session Agenda**

Board President Fernandez asked for a motion to approve the Open Session Agenda

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

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

9. **Reports, Presentations, Information**

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

9.1.1 Board Members' report(s): Member Maghoney reported that she attended Walnut Grove's Back to School Night. She congratulated Carrie Norris, principal of Walnut Grove, for the evening was well attended. Member Maghoney noted that the parents were enthusiastic and everyone seemed truly happy. She also thanked Sandra Martinez and the other First 5 staff members for the books that were given out in English and Spanish to the students to take home.

Members Olson, Maghoney and Riley attended the Rio Vista HS vs. Delta HS football game. Member Olson mentioned that he also attended the previous football game at Natomas High School during the extreme heat wave. Rio Vista HS played a fantastic game against a school that is at least three times its size, unfortunately, they lost in double overtime.

Several members congratulated Member Riley on her grandson's nomination for homecoming king, sending him well wishes.

Member Fernandez reported that several of the members and Mr. Beno attended the Teacher of the Year Banquet in Sacramento. Member Fernandez stated that she enjoyed hearing all the stories and especially hearing from the student introducing Mr. Wright as well as the inspiring speech he gave.

- 9.1.2 Committee Report(s): None to report
- 9.1.3 Superintendent Beno's report(s) – Mr. Beno added that Mr. Wright is a fantastic teacher and represented the District well.

9.1.3.1 Preliminary discussion regarding Bond Election 2018 – Mr. Beno reported that he has had numerous meetings with the City of Rio Vista and their plan is to take a bond to the 2018 elections to build a community center/seniors center. If the district were to take a bond to the 2018 elections it would be in direct competition with the city and he feels this would not be in the best interest for the district. Mr. Beno's recommendation would be to start gathering information and input from the different stakeholder groups of the needs in the district. With direction from the Board, Mr. Beno will develop a schedule of events and a presentation in preparation to go for a bond on the 2020 elections.

- 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 and Craig Hamblin, Director of MOT

- 9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston reported the district is in declining enrollment. At the end of the school year in June the district's ADA was 1888. Generally our ADA runs at 95% of our enrollment and currently the enrollment is at 1900, she anticipates our ADA will be lower than the 1888 in June. Ms. Keema-Aston is tracking the district's ADA and enrollment closely.
- 9.2.2 Monthly Financial Report – Elizabeth Keema-Aston reported the fourth quarter (16-17) bond funds #22 and #23 have been paid showing these funds over budget. These payment notifications came in after the accrual and the 17-18 budget had been set. This month when carryover and ending funding balances have been posted these two budgets will be increased by these amounts.
- 9.2.3 Maintenance, Operations & Transportation Update, Craig Hamblin, Director of MOT – Mr. Hamblin was unable to attend the meeting, his report is as submitted.

- 9.3 Education Services' Reports and/or Presentation(s) - Kathy Wright, Director of Educational Services and Special Education – Kathy Wright I excited to welcome Danielle Tharp the new Special Educational Coordinator, who will be starting on September 18<sup>th</sup>. Mrs. Wright will be giving her a tour of the district introducing her to all the sites and case managers. Tim Bowes, a new RSP teacher has been hired for Walnut Grove Elementary, Bates Elementary, MOKE and CDS. Mrs. Wright gave kudos to the special education staff, for stepping up and helping in the time of need while a few of the open position were filled. Mrs. Wright informed the Board that the district's special education department will be audited this coming year by The California Department of Education (CDE). Mrs. Wright noted that it has been approximately 17 years since the district has been audited in this fashion and will use this opportunity as a chance for professional development and platform to update policies and procedures in the department.

Mrs. Wright updated the board on the new dashboard indicators and what data will be uploaded into the dashboard for this school year.

## 10. **Consent Calendar**

- 10.1 Approve Board Minutes
  - Regular Meeting of the Board, August 8, 2017
  - Special Meeting of the Board, August 31, 2017
- 10.2 Receive and Approve Monthly Personnel Reports
  - As of September 12, 2017
- 10.3 District's Monthly Expenditure Report
  - August 2017
- 10.4 Request to approve the Expert Agreement with Susan Jones to provide support and mentoring to Rio Vista High School teachers for the 2017-18 school year, not to exceed \$2000 – Vicky Turk
- 10.5 Request to apply for the Lowe's Tool Box for Education Grant for D.H. White Elementary School to fund beautification projects on campus – Nick Casey
- 10.6 Request to declare as surplus non-operable technology equipment from inventory and deem its value as zero –Nick Casey
- 10.7 Request to declare as surplus textbooks no longer adopted by River Delta USD from Rio Vista High School -Vicky Turk
- 10.8 Request to approve the Booster Club/ PTC/ PTA Activities and Fundraising events – Elizabeth Keema-Aston
- 10.9 Request to approve the Independent Contract with Orcer Services to provide technology classes for ELL parent community, cost not to exceed \$15,600 – Adult Educational Funds – Nick Casey
- 10.10 Request to approve the Independent Contract for Services Agreement with Deborah McCloskey, MACCC-SP for the 2017-18 school year at a cost not to exceed \$4,000 – Special Educational Funds – Kathy Wright
- 10.11 Request to approve the ASB fundraising events for Riverview Middle School for the 2017-2018 school year – Elizabeth Keema Aston and Sonia Rambo
- 10.12 Request to approve the formation of the Delta Education Vineyard Booster's Club at Delta High and Clarksburg Middle Schools – Elizabeth Keema-Aston and Laura Uslan

- 10.13 Request to approve the Delta Education Vineyard Booster's Club fundraising events – Laura Uslan  
10.14 Donations to Receive and Acknowledge:

**Riverview Middle School**

Elizabeth Brockhouse (PG&E) \$333.32  
The Kula Foundation \$3.66

**Delta High School – Football Program**

Miners Leap Winery \$500.00

**Walnut Grove Elementary School – School Supplies**

Al's Place \$620.00

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

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

11. Request to approve Resolution #733 CDE Child Development Services Contract – CSPP-TBA California State Preschool Program naming Don Beno, Elizabeth Keema-Aston and Antonia Slagle as authorized signees to sign transactions for the Governing Board – Antonia Slagle

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

12. Request approval to submit playground structure plans to the state for review and approval. Upon the state's approval, requesting the approval to the purchase and installation of the playground structure at Isleton Elementary School, competitive bid was awarded to NSP3, at a cost not to exceed \$28,399.66 – California State Pre-School Program (CSPP) startup funds – Antonia Slagle

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

13. Request to approve the Unaudited Actuals Financial Report for 2016-2017 – Elizabeth Keema-Aston

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

14. Request to approve Resolution #734 regarding the 2016-2017 Appropriations (Gann) Limit Calculation – Elizabeth Keema-Aston

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

15. Request to approve the adoption and purchase of the Larson Big Ideas Algebra II Curriculum at Rio Vista and Delta High Schools - Kathy Wright

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

16. Request to approve and adoption of three (3) Digital Imaging Courses at Rio Vista High School (Digital Imaging I, II, Studio) – Kathy Wright

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

17. Request to approve and adoption of the Digital Publications Course at Rio Vista High School – Kathy Wright

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

18. Request to approve the Amended and Restated School Facilities Mitigation Agreement between River Delta Unified School District and Encore Liberty, LLC (formerly Shea Homes Project) – Don Beno

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

19. Request to approve the job description entitled "RDUSD State Preschool Site Supervisor/Lead Teacher" – Don Beno

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



20. Request to approve the first reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of July 2017 – Don Beno

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

21. Request to hold a Public Hearing on the Sufficiency of Textbooks and Instructional Materials and to approve Resolution #735 on the Sufficiency of Textbooks and Instructional Materials as per Education Code Section 60199 and 5 CCR 9531 for 2017-2018 school year – Kathy Wright

**Open Public Hearing 7:31 pm**  
**Public Comment: None to report**  
**Close Public Hearing 7:35 pm**

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

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

23. Re-Adjourning to continue Closed Session was not necessary – no actions to report. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

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

24. The meeting was adjourned at 7:36 p.m.

Submitted:

Approved:

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Don Beno, Superintendent and  
Secretary to the Board of Trustees

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Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder  
End

BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: October 10, 2017

Attachments:  X

Item no. 10.2

From: Bonnie Kauzlarich, Dir. of Personnel

**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 mins





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

**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 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

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

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

**Other People Who Might Be Present:**

**Cost and/or Funding Sources:**

Not Applicable

**Recommendation:**

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

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, Oct 02, 2017, 3:47 PM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014641 ALDUENDA, YESENIA PO BOX 272 COURTLAND, CA 95615	86.69	RVHS CONF REIMB/MILEAGE RVHS CONF REIMB/MILEAGE	09/28/2017 09/28/2017	18367727 TC-180048 18367727 TC-180048	41.73 44.96	N N
( 0) - 0						N
011276 ANDERSON'S IT'S ELEMENTARY 4875 WHITE BEAR PARKWAY WHITE BEAR LAKE, MN 55110	1,096.39	7185034 WG SUPPLIES 7185034 WG SUPPLIES 7185034 WG SUPPLIES 7185034 WG SUPPLIES 7185034 WG SUPPLIES 7185034 WG SUPPLIES	09/21/2017 09/21/2017 09/21/2017 09/21/2017 09/21/2017 09/21/2017	18366456 PO-180423 18366456 PO-180423 18366456 PO-180423 18366456 PO-180423 18366456 PO-180423 18366456 PO-180423	317.95 317.95 25.83 25.83 230.25 230.24	N N N N N N
( ) -						N
014572 ARREOLA, JOANA 7149 SNOWY BIRCH WAY SACRAMENTO, CA 95823	15.00	ASP REIMB TRAINING	09/28/2017	18367728 TC-180049	15.00	N
( 0) - 0						N
013152 AVID CENTER 9246 LIGHTWAVE AVE STE 200 SAN DIEGO, CA 92123 (858) 380-4800	46,820.00	ED SV SUMMER INSTITUTE ED SV SUMMER INSTITUTE ED SV SUMMER INSTITUTE ED SV SUMMER INSTITUTE ED SV AVID MMBERSHIPS	09/07/2017 09/07/2017 09/07/2017 09/07/2017 09/19/2017	18364022 PO-180230 18364022 PO-180230 18364022 PO-180230 18364022 PO-180230 18365770 PO-180243	1,520.00 6,000.00 4,980.00 5,055.00 29,265.00	N N N N N
012312 BALLANCE MPT, MICHAEL R 12270 KIRKWOOD STREET HERALD, CA 95638 (209) 663-8013	105.00	SP ED PHYS THERAPY	09/07/2017	18364034 PO-180346	105.00	7
		Y BALLANCE, MICH				
014367 BANK OF AMERICA PO BOX 15710 WILMINGTON, DE 19886-5710 ( 0) - 0	2,844.21	ED SV SUMMER INST RVHS SURFACE PRO COVERS RVHS SURFACE PRO COVERS RVHS SURFACE PRO COVERS WG THERAPY SAND WG THERAPY SAND WG THERAPY SAND F5 THERAPY SAND	09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017	18365771 PO-180231 18365771 PO-180318 18365771 PO-180318 18365771 PO-180318 18365771 PO-180381 18365771 PO-180381 18365771 PO-180381 18365771 PO-180382	425.00 146.85 11.93 11.93 99.99 8.12 8.12 99.99	N N N N N N N N

F5 THERAPY SAND	09/19/2017	18365771	PO-180382	8.12	N
F5 THERAPY SAND	09/19/2017	18365771	PO-180382	8.12-	N
MAINT BATES WASHER	09/19/2017	18365771	PO-180396	404.83	N
CBO WORKSHOP	09/19/2017	18365771	PO-180398	140.00	N
SP ED SUPPLIES	09/19/2017	18365771	PO-180401	71.85	N
SP ED PRINTER ROGERS	09/19/2017	18365771	PO-180403	23.32-	N
SP ED PRINTER ROGERS	09/19/2017	18365771	PO-180403	23.32	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
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014367 BANK OF AMERICA (Continued...)		SP ED PRINTER ROGERS	09/19/2017	18365771	PO-180403	286.98	N
		RVHS CABLE ADAPTERS	09/19/2017	18365771	PO-180407	91.82	N
		DHW SUPPLIES	09/19/2017	18365771	PO-180410	424.97	N
		DHW SUPPLIES	09/19/2017	18365771	PO-180413	7.29	N
		DHW SUPPLIES	09/19/2017	18365771	PO-180413	7.29	N
		DHW SUPPLIES	09/19/2017	18365771	PO-180413	89.77	N
		DHS NYLON CLIPS	09/19/2017	18365771	PO-180455	145.00	N
		DHS NYLON CLIPS	09/19/2017	18365771	PO-180455	11.78	N
		DHS NYLON CLIPS	09/19/2017	18365771	PO-180455	11.78	N
		ED SV COUNSELOR CONF	09/19/2017	18365771	PO-180464	60.00	N
		DHW SUPPLIES	09/19/2017	18365771	PO-180476	6.83	N
		DHW SUPPLIES	09/19/2017	18365771	PO-180476	84.10	N
		DHW SUPPLIES	09/19/2017	18365771	PO-180476	6.83	N
		DHW REPLACEMNT LAMP	09/19/2017	18365771	PO-180477	8.93	N
		DHW REPLACEMNT LAMP	09/19/2017	18365771	PO-180477	109.89	N
		DHW REPLACEMNT LAMP	09/19/2017	18365771	PO-180477	8.93	N
		RVHS SURFACE PRO ADAPTERS	09/19/2017	18365771	PO-180499	4.06	N
		RVHS SURFACE PRO ADAPTERS	09/19/2017	18365771	PO-180499	4.06	N
		RVHS SURFACE PRO ADAPTERS	09/19/2017	18365771	PO-180499	49.98	N
		RVHS BATTERY RPLCMNT	09/19/2017	18365771	PO-180500	1.34	N
		RVHS BATTERY RPLCMNT	09/19/2017	18365771	PO-180500	16.50	N
		RVHS BATTERY RPLCMNT	09/19/2017	18365771	PO-180500	16.49	N
		RVHS BATTERY RPLCMNT	09/19/2017	18365771	PO-180500	1.34	N
		RVHS BATTERY RPLCMNT	09/19/2017	18365771	PO-180500	1.34	N
		RVHS BATTERY RPLCMNT	09/19/2017	18365771	PO-180500	1.34	N
		DHW KINDER SUPPLIES	09/19/2017	18365781	PO-180502	80.20	N
-----							
012586 BAY ALARM	12,395.82	RMS ALARM	09/07/2017	18364054	PV-180096	25.67	N
60 BERRY DRIVE		ISLE ALARM	09/07/2017	18364054	PV-180096	468.57	N
PACHECO, CA 94553		RVHS ALARM	09/07/2017	18364054	PV-180096	407.55	N
		DO ALARM	09/07/2017	18364054	PV-180096	182.79	N
(209) 465-1986		DO ALARM	09/07/2017	18364054	PV-180096	1,240.86	N
		RMS ALARM	09/12/2017	18364608	PO-180011	158.67	N
		ISLE ALARM	09/12/2017	18364608	PO-180108	89.25	N
		DO ALARM	09/12/2017	18364631	PV-180107	1,373.25	N
		RMS MONITORING	09/28/2017	18367711	PO-180011	186.68	N
		ISLE MONITORING	09/28/2017	18367711	PO-180108	89.25	N
		DHW MONITORING	09/28/2017	18367711	PO-180582	298.71	N
		RVHS ALARM	09/28/2017	18367722	PV-180136	413.66	N
		DO ALARM	09/28/2017	18367722	PV-180136	185.53	N
		DW ALARM	09/28/2017	18367722	PV-180136	1,336.75	N
		BATES ALARM	09/28/2017	18367722	PV-180136	260.37	N
		ISLE ALARM	09/28/2017	18367722	PV-180136	475.60	N



DO ALARM	09/28/2017	18367722	PV-180136	274.41	N
RVHS ALARM	09/28/2017	18367722	PV-180136	113.97	N
DO ALARM	09/28/2017	18367722	PV-180136	329.28	N
RMS FIRE MONITORING	09/28/2017	18367722	PV-180136	4,485.00	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680	244.60	ASP MILEAGE	09/28/2017	18367729 TC-180050	115.53	N
		ASP MILEAGE	09/28/2017	18367729 TC-180050	115.53	N
		ASP MILEAGE	09/28/2017	18367729 TC-180050	13.54	N
( 0) - 0						N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615	74.90	BATES MILEAGE	09/14/2017	18365223 TC-180024	74.90	N
( ) -						N
014662 BEDFORD, FREEMAN & WORTH PO BOX 930668 ATLANTA, GA 31193-0668	255.74	36254479 ED SV BOOKS	09/28/2017	18367705 PO-180358	255.74	N
(540) 672-7744						N
014080 BENO, DON 44438 N. EL MACERO DAVIS, CA 95618	65.00	SUPT ROTAR DUES	09/14/2017	18365224 TC-180025	65.00	N
(503) 723-3892						N
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492	238.00	1887 PROJ#247 146 MAGNOLIA	09/21/2017	18366477 PV-180122	238.00	N
(707) 837-7407						N
001091 BMI EDUCATIONAL SERVICES P.O. BOX 800 DAYTON, NJ 08810-0800	632.60	646068 ED SV CARE BOOKS	09/07/2017	18364023 PO-180229	632.60	N
(732) 329-6991						N
012886 BROWN, MALLORY 39460 S RIVER ROAD	23.38	ASP CPR REIMB	09/14/2017	18365225 TC-180026	23.38	N

CLARKSBURG, CA 95612

( ) -

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834  (916) 923-0500	550.97	337706 DHS SERV CONTRACTS 337666 DHS PRINTER SUPPLIES 338101 CMS PRINTER SUPPLIES 337952 DHS SERV CONTRACTS	09/05/2017 09/05/2017 09/12/2017 09/19/2017	18363518 PO-180333 18363518 PO-180335 18364609 PO-180336 18365782 PO-180333	150.48 69.04 89.13 242.32	N N N N
014663 BURKE WILLIAMS & SORENSEN LLP 444 SOUTH FLOWER ST #2400 LOS ANGELES, CA 90071-2953  ( 0) - 0	212.00	217400 LEGAL FEES	09/12/2017	18364632 PV-180108	212.00	N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745  (209) 531-3928	1,806.32	#25414 TRANS PARTS BN91404/91465 TRANS PARTS	09/07/2017 09/28/2017	18364035 PO-180196 18367712 PO-180196	842.64 963.68	N N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150  (888) 237-1333	783.98	ISLE WATER SERV	09/19/2017	18365801 PV-180114	783.98	N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690  (916) 776-1544	75.75	ZRI007 RMS WATER ZM0002 MOKE WATER	09/19/2017 09/19/2017	18365783 PO-180010 18365783 PO-180458	67.75 8.00	7 7
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742  ( ) -	176.00	7072117 MAINT WATER TESTING MAINT WATER TESTING	09/05/2017 09/12/2017	18363519 PO-180127 18364610 PO-180127	36.00 140.00	N N
		N GLOBAL LABS IN				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615  ( ) - N	81.32	WG MILEAGE	09/14/2017	18365226 TC-180027	81.32	N
014690 CARRILLO, PATRICIA 7012 PRAZZO WAY ELK GROVE, CA 95757  ( 0) - 0 N	10.70	BATES CONF REIMB	09/28/2017	18367730 TC-180051	10.70	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513  ( 0) - 0 N	87.41	DHW SUPPLIES DHW SUPPLIES	09/21/2017 09/21/2017	18366464 PO-180119 18366488 TC-180045	31.90 55.51	N N
002616 CDT INC 250 N GOLDEN CIRCLE DRIVE SUITE 210 SANTA ANA, CA 92705  (562) 986-4200 N	136.00	44251 DOT DRUG TESTING	09/28/2017	18367723 PV-180137	136.00	N
013918 CENGAGE LEARNING 10650 TOEBBEN DRIVE INDEPENDENCE, KY 41051  (800) 354-9706 N	515.00	61036877 ED SV BOOKS	09/05/2017	18363510 PO-180357	515.00	N
014345 CENTER FOR THE COLLABORATIVE CLASSROOM 1250 53RD STREET SUITE 3 EMERYVILLE, CA 94608  (800) 666-7270 N	255.00	BATES SIPPS WORKSHOP	09/07/2017	18364025 PO-180495	255.00	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014428 CENTRAL REGION CATA CA DEPT OF EDUCATION 1430 N STREET SUITE 4202 SACRAMENTO, CA 95814  (916) 319-0494	50.00	DHS AG LEADERSHIP CONF DHS AG LEADERSHIP CONF	09/21/2017 09/21/2017	18366457 PO-180555 18366457 PO-180555	25.00 25.00	N N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641  (916) 777-7847	13,435.00	170828-019 HVAC REPARIS 170907 MAINT WG INSTALL HT PMP 170913 MAINT WG HT PUMP INST	09/12/2017 09/19/2017 09/21/2017	18364633 PV-180109 18365772 PO-180529 18366458 PO-180530	435.00 6,500.00 6,500.00	N N N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039  ( ) -	525.52	30752562 CMS LEASE AGRMNT	09/05/2017	18363511 PO-180451	525.52	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641  (916) 777-7770	411.05	62994 ISLE SEWER	09/07/2017	18364036 PO-180112	411.05	N
000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571  ( ) -	9,879.78	DO SEWER RVHS WATER RMS WATER RMS SEWER N RIO VISTA FIRE DHW WATER RVHS SEWER DO WATER	09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017	18365802 PV-180115 18365802 PV-180115 18365802 PV-180115 18365802 PV-180115 18365802 PV-180115 18365802 PV-180115 18365802 PV-180115 18365802 PV-180115	1,711.40 301.38 1,264.44 1,820.61 1,787.65 924.68 1,886.28 183.34	N N N N N N N N
014683 CLEAR VUE EYE CARE 114 N SUNRISE AVE STE C2 ROSEVILLE, CA 95661-2916	564.00	92115 SP ED EYE EXAM	09/19/2017	18365773 PO-180550	564.00	N

(916) 786-2212

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013062 CMEA CALIF ASSOCIATION OF MUSIC ED P.O. BOX 2380 PORTOLA, CA 96122  ( ) - N	375.00	CMS CMEA REGIST VEIRS	09/28/2017	18367701 PO-180559	375.00	N
014177 COMMUNITY PLAYTHINGS PO BOX 2 ULSTER, NY 12487  (800) 777-4244 Y	987.45	E272F-1 F5 ISLE SUPPLIES	09/12/2017	18364597 PO-180485	987.45	Y
014262 CONCILIO OF YOLO COUNTY PO BOX 879 WOODLAND, CA 95776  (530) 758-2331 N	75.00	SUPT AWARDS DINNER	09/07/2017	18364026 PO-180510	75.00	N
001630 CONSTRUCTIVE PLAYTHINGS 1227 E. 119TH STREET GRANDVIEW, MO 64030  (816) 761-5900 N	402.04	5154961800 F5 ISLE SUPPLIES	09/12/2017	18364627 PO-180484	402.04	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357  (704) 936-1722 N	4,032.00	18178 DW NETWORK 18178 DW NETWORK	09/12/2017 09/12/2017	18364634 PV-180110 18364634 PV-180110	12,831.98- 16,863.98	N N
001621 COURTLAND MARKET INC 11711 HWY 160 PO BOX 156 COURTLAND, CA 95615  ( ) - N	205.30	BATES SUPPLIES	09/19/2017	18365784 PO-180366	205.30	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014569 CPI 10850 W. PARK PLACE SUITE 600 MILWAUKEE, WI 53224  (888) 426-2184 N	450.00	IUSI0093815 SP ED RECERTS	09/12/2017	18364598 PO-180531	450.00	N
013302 D & S PRESS 1105 "A" AIRPORT ROAD RIO VISTA, CA 94571  (707) 374-2442 N	475.75	SP ED D. THARP BUS CARDS 2373 HR BUS CARDS/HR FORMS	09/19/2017 09/26/2017	18365774 PO-180543 18367005 PO-180390	70.28 405.47	N N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139  (888) 693-2827 N	39,783.45	135783 RVHS SURFACE PROS 135949 DW TECH SERVICES 135949 DW TECH SERVICES 135949 DW TECH SERVICES 135949 DW TECH SERVICES 135949 DW TECH SERVICES 135949 DW TECH SERVICES 135797 BUS OFF PRECIADO COMPUT 135894 ED SV COMPUTER 135759 RVHS COMPUTERS 135895 MICROSOFT LICENSE 135613 RVHS PRINTER 135988 F5 LAPTOP ISLE PRSCL 136005 RMS CHROMEBOOKS 136005 RMS CHROMEBOOKS 136031 DW SSL CERTIFICATE 136052 CBO COMPUTER	09/05/2017 09/07/2017 09/07/2017 09/07/2017 09/07/2017 09/07/2017 09/07/2017 09/07/2017 09/07/2017 09/12/2017 09/19/2017 09/21/2017 09/21/2017 09/26/2017 09/26/2017 09/28/2017 09/28/2017	18363512 PO-180349 18364037 PO-180190 18364037 PO-180190 18364037 PO-180190 18364037 PO-180190 18364037 PO-180190 18364053 PO-180190 18364028 PO-180360 18364028 PO-180467 18364599 PO-180311 18365775 PO-180463 18366459 PO-180268 18366459 PO-180507 18367006 PO-180393 18367006 PO-180393 18367702 PO-180542 18367702 PO-180558	3,104.13 8,078.44 107.71 107.71 107.71 2,154.25 215.43 997.72 1,501.37 1,561.33 10,960.00 127.59 1,335.94 4,000.00 4,351.40 75.00 997.72	N N N N N N 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	2,279.04	55746054 BATES LEASE PROP TAX 56126312 BATES PRINTER LEASE 56123992 DO SAVIN LEASE 55746049 F5 COPY MACH PROP TAX 55746038 WG COPY MACH PROP TAX 56279459 ED SV COPIER LEASE	09/07/2017 09/19/2017 09/21/2017 09/21/2017 09/21/2017 09/28/2017	18364055 PV-180098 18365785 PO-180429 18366465 PO-180111 18366478 PV-180123 18366478 PV-180123 18367713 PO-180315	221.90 1,127.22 637.48 33.97 69.85 188.62	N N N N N N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST	250,208.89	SEPTEMBER 2017 TAX IN LIEU 1718-020 SP ED INST ASST	09/07/2017 09/26/2017	18364056 PV-180097 18367020 PV-180132	238,677.00 11,531.89	N N

CLARKSBURG, CA 95612

(916) 995-1335

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002040 DENTONIS WELDING WORKS INC 801 SOUTH AIRPORT WAY STOCKTON, CA 95205  ( ) - N	92.89	1272260026 TRANS REPAIRS	09/21/2017	18366479 PV-180124	92.89	N
011216 DEVELOPMENTAL RESOURCES INC 208 ASH AVE., STE#103 VIRGINIA BEACH, VA 23452  ( 0) - 0 N	496.00	13127 DHW WORKSHOP	09/28/2017	18367703 PO-180573	496.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407  (707) 570-1000 N	367.27	55E1396314 ISLE COPIER CONTRCT 55E1399851 BATES MAINT AGRMNT 55E1401309 ISLE PRINTER SERV 55E1401953 WG PRINTER SERV	09/07/2017 09/19/2017 09/26/2017 09/26/2017	18364038 PO-180005 18365786 PO-180363 18367012 PO-180005 18367012 PO-180043	90.11 85.84 155.77 35.55	N N N N
014684 DMV PO BOX 942897 SACRAMENTO, CA 94297-0899  ( 0) - 0 N	10.00	4LM8209 MAINT TRAILER REGISTRA	09/21/2017	18366480 PV-180125	10.00	N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328  ( ) - N DS WATERS OF A	235.05	5005834 DO WATER	09/21/2017	18366476 PV-180121	235.05	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166  ( ) - N	491.49	230822 TRANS OIL	09/28/2017	18367714 PO-180203	491.49	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010413 EARLYCHILDHOOD LLC 2 LOWER RAGSDALE SUITE 200 MONTEREY, CA 93940  (800) 836-9515	399.91	D24738850101 F5 ISLE SUPPLIES	09/12/2017	18364600 PO-180481	399.91	N
013853 ESPECIALNEEDS 11469 OLIVE BLVD # 198 ST LOUIS, MO 63141  (877) 664-4565	48.75	194492 SP ED EARBUDS 194492 SP ED EARBUDS 194492 SP ED EARBUDS	09/26/2017 09/26/2017 09/26/2017	18367007 PO-180534 18367007 PO-180534 18367007 PO-180534	48.75 3.96 3.96-	7 N N
014256 FORESTRY EDUCATORS INC. 3140 SIERRAMA DRIVE SHINGLE SPRINGS, CA 95682  ( 0) - 0	1,008.00	DHS AG FORESTRY CHALLENGE DHS AG FORESTRY CHALLENGE	09/21/2017 09/21/2017	18366460 PO-180554 18366460 PO-180554	504.00 504.00	N N
013903 FREEPORT POWER EQUIPMENT 6235 BELLEAU WOOD LANE SITE 2 SACRAMENTO, CA 95822-5928  (916) 422-9238	20.51	24145 MAINT REPAIRS	09/07/2017	18364039 PO-180130	20.51	7
014689 GARCIA, NOEMI PO BOX 87 ISLETON, CA 95641  ( 0) - 0	21.68	ASP CPR REIMB	09/28/2017	18367731 TC-180052	21.68	N
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826  (916) 706-1255	1,820.00	751 ATTORNEY FEES 751 ATTORNEY FEES	09/19/2017 09/19/2017	18365803 PV-180116 18365803 PV-180116	390.00 1,430.00	Y Y

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014483 GOSS, HEATHER PO BOX 420 DUNNIGAN, CA 95937	132.67	F5 MILEAGE F5 SUPPLIES	09/14/2017 09/19/2017	18365227 TC-180028 18365787 PO-180343	106.79 25.88	N N
( 0) - 0						N
011309 GOVCONNECTION 706 MILFORD ROAD MERRIMACK, NH 03054	609.42	55130315 SP ED ELMO	09/19/2017	18365776 PO-180490	609.42	N
(800) 800-0019						N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479	1,826.05	MAINT SUPPLIES 9531445592 MAINT SUPPLIES 9548464933 CMS PADLOCK/KEYS MAINT SUPPLIES	09/05/2017 09/12/2017 09/19/2017 09/26/2017	18363520 PO-180131 18364612 PO-180131 18365777 PO-180511 18367013 PO-180131	619.31 33.41 562.50 610.83	N N N N
(916) 372-7800						N
014623 GRANADOS-ORDAZ, YAZMIN PO BOX 947 WALNUT GROVE, CA 95690	13.38	CMS HEALTH MILEAGE	09/14/2017	18365228 TC-180029	13.38	N
( 0) - 0						N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831	835.40	21298524 DHS COPIER LEASE 21333583 CMS SERV CONTRACT	09/21/2017 09/28/2017	18366466 PO-180332 18367715 PO-180334	525.45 309.95	N N
(877) 311-4422						N
013112 GREENFIELD LEARNING INC P.O. BOX 3024 HALF MOON BAY, CA 94019	1,950.00	5946 ED SV READING PLUS SUBSCR	09/07/2017	18364029 PO-180471	1,950.00	N
(800) 726-1156						N
012288 HALL, JENNIFER PO BOX 1024	99.51	ISLE MILEAGE	09/14/2017	18365229 TC-180030	99.51	N

ISLETON, CA 95641

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354	3,550.00	SP ED OCC THERAPY W/E 8/31	09/07/2017	18364040 PO-180306	1,200.00	N
		SP ED OCC THERAPY W/E 09/07	09/19/2017	18365788 PO-180306	1,150.00	N
		SP ED OCC THERAPY W/E 9/14	09/26/2017	18367014 PO-180306	1,200.00	N
(209) 604-8533						N
014222 HCI AUDIOMETRICS 5272 JERUSALEM CT STE A MODESTO, CA 95356-9278	284.23	1027771 ED SV AUDIOMETER	09/26/2017	18367008 PO-180521	284.23	N
(800) 653-3277						N
014681 HOANG, TRAM 10090 ROJELIO CT ELK GROVE, CA 95757	15.14	BATES MILEAGE	09/14/2017	18365230 TC-180031	4.44	N
		BATES CONF REIMB	09/28/2017	18367732 TC-180053	10.70	N
( 0) - 0						N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 9055 DES MOINES, IA 50368-9055	924.79	MAINT SUPPLIES	09/12/2017	18364613 PO-180132	847.71	N
		DHS AG SUPPLIES	09/12/2017	18364613 PO-180319	38.54	N
		DHS AG SUPPLIES	09/12/2017	18364613 PO-180319	38.54	N
( ) -						N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116	9,671.91	710069243 ED SV BOOKS	09/07/2017	18364030 PO-180170	1,501.29	N
		953362055 ED SV BOOKS	09/07/2017	18364030 PO-180503	629.28	N
		953356429 ED SV BOOKS	09/07/2017	18364030 PO-180503	55.30	N
		953225299 ED SV BOOKS	09/26/2017	18367009 PO-180169	503.47	N
		953227583 ED SV BOOKS	09/26/2017	18367009 PO-180169	881.08	N
(800) 225-5425		953195451 ED SV BOOKS	09/26/2017	18367009 PO-180169	3,135.86	N
		953389039 ED SV BOOKS	09/26/2017	18367009 PO-180489	173.37	N
		953185077 ED SV BOOKS	09/28/2017	18367704 PO-180172	249.53	N
		953188792 ED SV BOOKS	09/28/2017	18367704 PO-180172	274.26	N
		953226092 ED SV BOOKS	09/28/2017	18367724 PV-180138	2,268.47	N
014548 HUNTER, RENEE 10005 RIVER MIST WAY RANCHO CORDOVA, CA 95670	21.94	SP ED MILEAGE	09/14/2017	18365231 TC-180032	21.94	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206  (707) 374-4037	2,950.51	2995661 ISLE SUPPLIES 2995990 ISLE SUPPLIES 2993054 RVHS SUPPLIES 3011011 RVHS INK	09/05/2017 09/05/2017 09/19/2017 09/28/2017	18363521 PO-180105 18363514 PO-180404 18365789 PO-180066 18367716 PO-180079	547.39 375.15 890.38 1,137.59	N N N N
013919 JACOBSEN WEST 1170 NATIONAL DRIVE SUITE 20 SACRAMENTO, CA 95834  (916) 419-2000	400.00	MAINT PARTS	09/21/2017	18366481 PV-180126	400.00	N
014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670  ( 0) - 0	14.02	SP ED MILEAGE	09/14/2017	18365232 TC-180033	14.02	N
012005 KIRK KENNER DBA DELTA REFRIDG 5 HILL CT. RIO VISTA, CA 94571  (707) 374-6213	5,248.61	4838/4805 MAINT REPAIRS 4840/4842 MAINT REPAIRS 4854 CAFE REPAIRS 4847 MAINT HVAC REPARIS 4853 MAINT HVAC REPARIS 4863 MAINT HVAC REPARIS 4876 CAFE REPAIRS	09/07/2017 09/12/2017 09/19/2017 09/21/2017 09/21/2017 09/21/2017 09/26/2017	18364041 PO-180137 18364601 PO-180137 18365800 PO-180279 18366467 PO-180560 18366467 PO-180560 18366467 PO-180560 18367019 PO-180279	1,612.47 1,179.95 405.73 452.62 424.29 651.35 522.20	7 7 7 7 7 7 7
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202  (209) 463-1900	330.00	1836 TRANS REPEATER SERV	09/07/2017	18364042 PO-180207	330.00	7
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895  (800) 424-4772	664.80	1883290917 ASP SUPPLIES 1863760917 ASP SUPPLIES 1863750917 ASP SUPPLIES	09/21/2017 09/21/2017 09/21/2017	18366468 PO-180436 18366468 PO-180440 18366468 PO-180447	308.68 153.98 202.14	N N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011595 LAND PARK ACADEMY 6400 FREEPORT BLVD SACRAMENTO, CA 95822	10,537.34	937730 SP ED NPS DUES 937731 SP ED NPS DUES SP ED NPS DUES SP ED NPS DUES	09/12/2017 09/12/2017 09/26/2017 09/26/2017	18364611 PO-180533 18364611 PO-180535 18367011 PO-180533 18367011 PO-180535	2,695.04 3,524.70 2,161.07 2,156.53	N N N N
(916) 427-2273		N ADVANCE EDUCAT				
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615	114.11	F5 MILEAGE F5 SUPPLIES	09/14/2017 09/19/2017	18365233 TC-180034 18365790 PO-180456	97.58 16.53	N N
( ) -		N				
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	35.71	#175 DHS SUPPLIES	09/19/2017	18365791 PO-180118	35.71	N
(707) 374-5399		N				
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	326.66	RVHS WOOD SHOP SUPPLIES MAINT SUPPLIES	09/12/2017 09/12/2017	18364614 PO-180070 18364614 PO-180138	188.38 138.28	N N
(866) 232-7443		N				
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662	770.00	080117083117 ERATE SERVICES	09/07/2017	18364043 PO-180361	770.00	Y
( 0) -		Y				
014660 MACIEL, MELISSA 4102 PINOCHE PEAK PLACE RANCHO CORDOVA, CA 95742	88.66	WG SUPPLIES	09/21/2017	18366469 PO-180354	88.66	N
( 0) - 0		N				
013268 MARTINEZ, GINA PO BOX 409	98.59	WG SUPPLIES	09/12/2017	18364602 PO-180356	98.59	N

WALNUT GROVE, CA 95690

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641  ( ) - N	71.16	F5 MILEAGE	09/14/2017	18365234 TC-180035	71.16	N
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115  (614) 755-4151 N	2,495.72	98467529001 ED SV BOOKS 98962695001 ED SV BOOKS 99187344001 ED SV BOOKS 98298663001 ED SV BOOKS	09/05/2017 09/19/2017 09/19/2017 09/21/2017	18363516 PO-180380 18365780 PO-180468 18365780 PO-180469 18366485 PV-180130	97.32 640.08 1,066.79 691.53	N N N N
014279 MCGREW BEHAVIOR INTERVENTION 229 NEWBURY WAY AMERICAN CANYON, CA 94503  (707) 246-7320 N	2,500.00	SP ED AUTISM SERVICES	09/07/2017	18364057 PV-180099	2,500.00	N
014259 MILLER, ANDREW 9626 ADAMS ST ELK GROVE, CA 95624  (805) 607-9657 N	94.19	RVHS SUPPLIES	09/12/2017	18364603 PO-180097	94.19	N
013945 MUSIC K-8 PO BOX 26627 WAUWATOSA, WI 53220  (800) 437-0832 N	31.20	18-006764 WG SUPPLIES 18-006764 WG SUPPLIES 18-006764 WG SUPPLIES	09/12/2017 09/12/2017 09/12/2017	18364604 PO-180422 18364604 PO-180422 18364604 PO-180422	2.54 2.54 31.20	N N N
000151 NASCO MODESTO P.O. BOX 3837 4825 STODDARD ROAD MODESTO, CA 95352-3837  (209) 545-1600 N	55.78	596140 CTEIG SUPPLIES	09/12/2017	18364605 PO-180465	55.78	N
013068 NCS PEARSON INC	1,450.00	4727258 ISLE SOFTWARE	09/12/2017	18364606 PO-180513	1,450.00	N

5601 GREEN VALLEY DRIVE DRIVE  
BLOOMINGTON, MN 55437

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757	120.42	WG SUPPLIES WG TB TEST REIMB	09/12/2017 09/19/2017	18364615 PO-180051 18365792 PO-180522	75.42 45.00	N N
( ) -						N
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802	777.49	TRANS PARTS	09/12/2017	18364616 PO-180211	777.49	N
( ) -		N O'REILLY AUTOM				
010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404	240.00	0H21313 TRANS DOT PHYS	09/19/2017	18365804 PV-180117	240.00	N
(707) 399-6068		N NORTHBAY HEALT				
014667 OFFICE OF CONT MEDICAL EDUCAT C/O UC DAVIS CASHIERS OFFICE PO BOX 989062 W SACRAMENTO, CA 95798	290.00	125476 ED SV NURSE CONF	09/19/2017	18365778 PO-180391	290.00	N
(916) 734-5390						N
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	462.88	MAINT SUPPLIES #1608 RVHS AG SUPPLIES #1608 RVHS AG SUPPLIES	09/12/2017 09/19/2017 09/19/2017	18364617 PO-180141 18365793 PO-180065 18365793 PO-180065	458.14 2.37 2.37	N N N
( ) -						N
011429 OLIVER WORLDCLASS LABS INC PO BOX 1686 BENICIA, CA 94510	4,647.01	25484 DHW SMRTBRD LIC RENEWAL 25540 WG SMARTBOARD 25528 WG SMART NOTEBOOK TRNING 25569 WG SUPPLIES 25576 WG SMART SUBSCRIPT	09/05/2017 09/21/2017 09/28/2017 09/28/2017 09/28/2017	18363522 PO-180033 18366461 PO-180036 18367706 PO-180384 18367706 PO-180526 18367706 PO-180527	147.15 4,166.41 190.00 55.25 88.20	N N N N N
(707) 747-1537						N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137  (800) 228-0475                    N    OTC DIRECT INC	298.32	685212338 WG SUPPLIES	09/07/2017	18364032 PO-180421	298.32	N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780  (714) 573-0900                    Y    PARKER & COVE	4,719.50	67318 ATTY FEES	09/21/2017	18366482 PV-180127	4,719.50	Y
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571  ( 0) - 0                            N	119.84	ISLE NURSE MILEAGE	09/14/2017	18365235 TC-180036	119.84	N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690  (916) 776-1215                    N	204.41	WG NURSE MILEAGE WG NURSE CONF REIMB	09/14/2017 09/21/2017	18365236 TC-180037 18366489 TC-180046	142.31 62.10	N N
014310 PEREZ, GABINO 7904 HARTWICK WAY SACRAMENTO, CA 95828  ( 0) - 0                            N	98.99	WG ELAC SUPPLIES	09/28/2017	18367717 PO-180047	98.99	N
014677 PERIPOLE, INC. PO BOX 12909 SALEM, OR 97309  (503) 362-2560                    N	181.50	162507 WG RECORDERS 162507 WG RECORDERS 162507 WG RECORDERS	09/28/2017 09/28/2017 09/28/2017	18367707 PO-180506 18367707 PO-180506 18367707 PO-180506	181.50 14.75 14.75	N N N
003270 PG&E	53,871.78	DHW ELECTRIC	09/19/2017	18365805 PV-180118	76.45	N

685 EMBARCADERO DRIVE  
SACRAMENTO, CA 95605

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N PACIFIC GAS AN

N. NETH ELECT  
GARAGE ELECT  
SHOP ELECT  
DO ELECT  
CMS ELECT  
RMS ELECT  
DHW ELECT

09/26/2017	18367021	PV-180133	39.97	N
09/26/2017	18367021	PV-180133	344.14	N
09/26/2017	18367021	PV-180133	67.77	N
09/26/2017	18367021	PV-180133	57.55	N
09/26/2017	18367021	PV-180133	3,157.50	N
09/26/2017	18367021	PV-180133	6,378.68	N
09/26/2017	18367021	PV-180133	10,027.71	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E (Continued...)		DHW ELECT	09/26/2017	18367021 PV-180133	316.50	N
		GARAGE ELECT	09/26/2017	18367021 PV-180133	71.72	N
		ISLE ELECT	09/26/2017	18367021 PV-180133	6,024.44	N
		LTS ELECT	09/26/2017	18367021 PV-180133	11.34	N
		RVHS ELECT	09/26/2017	18367021 PV-180133	13,083.16	N
		LTS ELECT	09/26/2017	18367021 PV-180133	19.98	N
		DHS ELECT	09/26/2017	18367021 PV-180133	7,401.68	N
		DHS PUMP ELECT	09/26/2017	18367021 PV-180133	67.98	N
		DHS ELECT	09/26/2017	18367021 PV-180133	4,817.45	N
			09/26/2017	18367021 PV-180133	1,535.02	N
		RVHS FIELD ELECT	09/26/2017	18367021 PV-180133	262.43	N
		LTS ELECT	09/26/2017	18367021 PV-180133	31.32	N
		LIFT PUMP ELECT	09/26/2017	18367021 PV-180133	78.99	N
013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700  (800) 228-1071	370.12	3101536907 DO LEASE PST MACHN	09/05/2017	18363523 PO-180223	370.12	N
						N
010025 PLANNER PADS CO 13356 CHANDLER ROAD P.O. BOX 27187 OMAHA, NE 68127  (800) 315-7526	37.48	6423971 ED SV PLANNERS	09/19/2017	18365779 PO-180427	37.48	N
		6423971 ED SV PLANNERS	09/19/2017	18365779 PO-180427	3.05	N
		6423971 ED SV PLANNERS	09/19/2017	18365779 PO-180427	3.05	N
						N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823  (916) 422-0571	17,777.26	160469 SP ED INST ASSIST	09/07/2017	18364044 PO-180414	10,001.60	N
		30150 NPS DUES	09/12/2017	18364618 PO-180415	820.10	N
		30150/30184 NPS DUES	09/12/2017	18364618 PO-180416	2,438.78	N
		30164/30198/30205 NPS DUES	09/12/2017	18364618 PO-180418	2,173.00	N
		30150/30184 NPS DUES	09/12/2017	18364618 PO-180418	2,343.78	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765  (317) 371-3866	2,752.00	4889 SP ED SP THERAPY	09/19/2017	18365794 PO-180300	2,752.00	Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600  (800) 789-8965	276.69	9387204 BATES SUPPLIES 9351486 BATES SUPPLIES	09/19/2017 09/19/2017	18365795 PO-180428 18365795 PO-180428	26.06 250.63	N N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852  ( ) -	628.60	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	09/05/2017 09/05/2017 09/28/2017 09/28/2017	18363524 PO-180320 18363524 PO-180320 18367718 PO-180320 18367718 PO-180320	142.98 142.98 171.32 171.32	N N N N
000088 RAMOS OIL COMPANY INC DEPT # 34335 PO BOX 39000 SAN FRANCISCO, CA 94139-0001  (916) 371-2570	11,564.07	984547 TRANS FUEL 984467/984353 TRANS FUEL 984351/984466/984603 FUEL 984709/984633 FUEL 984787 TRANS FUEL	09/05/2017 09/07/2017 09/12/2017 09/19/2017 09/26/2017	18363525 PO-180202 18364045 PO-180202 18364619 PO-180202 18365796 PO-180202 18367015 PO-180202	689.34 4,228.25 3,615.94 2,022.38 1,008.16	N N N N N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607  ( 0) - 0	1,834.80	DO WASTE SERVICE DHW WASTE SERV RVHS WASTE SERV	09/07/2017 09/19/2017 09/19/2017	18364058 PV-180100 18365806 PV-180119 18365806 PV-180119	117.00 867.93 849.87	N N N
011875 RIVER DELTA USD 445 MONTEZUMA ST RIO VISTA, CA 94571  ( 0) - 0	418.44	SD REISSUE PICENO HLTH BENEFTS	09/26/2017	18367022 PV-180134	418.44	N
013865 RIVER RATS SEPTIC & PLUMBING PO BOX 365 WALNUT GROVE, CA 95690  (916) 776-1600	225.00	1827 MAINT SEPTIC SERVICES	09/05/2017	18363526 PO-180145	225.00	7
		Y RICHARD DAVIS				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691  ( ) - Y	450.72	61671 TRANS PARTS	09/12/2017	18364620 PO-180214	450.72	7
014143 RODRIGUEZ, CLAUDIA PO BOX 62 COURTLAND, CA 95615  ( ) - N	119.84	SP ED PARENT TRANS	09/14/2017	18365237 TC-180039	119.84	N
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571  ( ) - N	257.87	ED SV MILEAGE	09/14/2017	18365238 TC-180038	257.87	N
014510 RSD TOTAL CONTROL 10170 CROYDON WAY SACRAMENTO, CA 95827  (916) 369-0203 N	311.56	63125787 MAINT SUPPLIES	09/07/2017	18364046 PO-180146	311.56	N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852  ( ) - N	9,134.05	TRANS ELECTRIC TRANS ELECTRIC BATES ELECTRIC BATES ELECTRIC BATES ELECTRIC WG ELECTRIC WG ELECTRIC WG ELECTRIC WG ELECTRIC BATES ELECT	09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/19/2017 09/28/2017	18365807 PV-180120 18365807 PV-180120 18365807 PV-180120 18365807 PV-180120 18365807 PV-180120 18365807 PV-180120 18365807 PV-180120 18365807 PV-180120 18365807 PV-180120 18367725 PV-180139	13.54 126.27 562.18 3,733.69 28.34 27.09 1,072.80 3,521.80 20.00 28.34	N N N N N N N N N N
014687 SACRAMENTO STATE C/O DPR/IPM OFFICE OF CONTINUING ED 3000 STATE UNIVERSITY DRIVE	25.00	MAINT PESTICIDE CLASS ALEXANDR	09/28/2017	18367708 PO-180580	25.00	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012779 SACRAMENTO STATE COLLEGE CONTINUING EDUCATION 3000 STATE UNIVERSITY DR EAST SACRAMENTO, CA 95819-6103  (916) 278-4433 N	3,750.00	1072999 ED SV SUMMER INSTITUTE 1073083 ED SV SUMMER INSTITUTE 1073034 ED SV SUMMER INSTITUTE 1073072 ED SV SUMMER INSTITUTE 1073052 ED SV SUMMER INSTITUTE	09/07/2017 09/07/2017 09/07/2017 09/07/2017 09/07/2017	18364024 PO-180000 18364024 PO-180000 18364024 PO-180000 18364024 PO-180000 18364024 PO-180000	750.00 750.00 750.00 750.00 750.00	N N N N N
014680 SALCEDO, YULIANA 16791 GLASSCOCK RD LODI, CA 95242  ( 0) - 0 N	480.38	SP ED PARENT TRANS	09/14/2017	18365239 TC-180040	480.38	N
012101 SCHOLASTIC READING /houghton m 333 N RANDALL ROAD ST. CHARLES, IL 60174  (800) 387-1437 N	1,893.57	710068587 ED SV BOOKS 710070411 ED SV BOOKS	09/05/2017 09/07/2017	18363513 PO-180258 18364031 PO-180257	933.85 959.72	N N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942  ( ) - N	854.43	208118936005 BATES SUPPLIES 308102822815 BATES SUPPLIES 308102820737 BATES SUPPLIES 308102833006 DHS SUPPLIES 208118935218 DHS SUPPLIES 208118986136 DHS SUPPLIES 308102833981 BATES SUPPLIES 208119097193 DHS SUPPLIES 308102842758 DHS SUPPLIES 208119156322 RMS SUPPLIES 208119156322 RMS SUPPLIES	09/05/2017 09/05/2017 09/05/2017 09/07/2017 09/07/2017 09/07/2017 09/12/2017 09/19/2017 09/19/2017 09/26/2017 09/26/2017	18363527 PO-180367 18363527 PO-180367 18363527 PO-180367 18364047 PO-180324 18364047 PO-180324 18364047 PO-180324 18364621 PO-180367 18365797 PO-180324 18365797 PO-180324 18367010 PO-180475 18367010 PO-180475	125.75 154.41 51.78 34.81 27.51 79.41 118.48 13.92 85.05 97.99 65.32	N N N N N N N N N N N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826  ( ) - N	16,310.00	180242 WG WONDERS TRAINING 180340 INFO, DATA, COURIER 180340 INFO, DATA, COURIER 180494 ED SV TRAINING 180494 ED SV TRAINING	09/05/2017 09/07/2017 09/07/2017 09/28/2017 09/28/2017	18363515 PO-180291 18364048 PO-180388 18364048 PO-180388 18367709 PO-180191 18367709 PO-180191	60.00 2,062.50 4,187.50 5,000.00 5,000.00	N N N N N
014450 SCOTT TECHNOLOGY GROUP	413.97	239619 F5 PRINTER COSTS	09/21/2017	18366470 PO-180038	10.75	N

PO BOX 2851  
ROHNERT PARK, CA 94928

(707) 584-3995

N

238683/234308	WG PRINTER CHRGS	09/26/2017	18367016	PO-180041	144.44	N
237325/239681	BATES PRNTR CHR	09/26/2017	18367016	PO-180430	9.47	N
240395	DO PRINT CHARGES	09/28/2017	18367726	PV-180140	50.46	N
240395	DO PRINT CHARGES	09/28/2017	18367726	PV-180140	21.63	N
240395	DO PRINT CHARGES	09/28/2017	18367726	PV-180140	.71	N
240395	DO PRINT CHARGES	09/28/2017	18367726	PV-180140	83.88	N
240395	DO PRINT CHARGES	09/28/2017	18367726	PV-180140	29.01	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014450 SCOTT TECHNOLOG (Continued...)		240395 DO PRINT CHARGES	09/28/2017	18367726 PV-180140	23.33	N
		240395 DO PRINT CHARGES	09/28/2017	18367726 PV-180140	40.29	N
014074 SELPH, BONNIE 870 HILLSIDE TERRACE RIO VISTA, CA 94571  (209) 986-6863	51.36	WIND RIVER MILEAGE	09/14/2017	18365243 TC-180041	51.36	N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007  ( 0) - 0	204.64	8123013252 DO SHREDDING	09/07/2017	18364059 PV-180101	204.64	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0	3,693.50	SEPTEMBER 2017 PREMIUMS	09/12/2017	18364635 PV-180113	21.67	N
		SEPTEMBER 2017 PREMIUMS	09/12/2017	18364635 PV-180113	2,346.12	N
		SEPTEMBER 2017 PREMIUMS	09/12/2017	18364635 PV-180113	1,149.62	N
		SEPTEMBER 2017 PREMIUMS	09/12/2017	18364635 PV-180113	176.09	N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710  ( 0) - 0	519.12	SEPTEMBER 2017 PREMIUMS	09/07/2017	18364060 PV-180102	288.40	N
		SEPTEMBER 2017 PREMIUMS	09/07/2017	18364060 PV-180102	230.72	N
014679 SILVA MCBRIDE, SAVANNAH 675 W. TYLER ISLAND BRIDGE RD ISLETON, CA 95641  ( 0) - 0	11.00	ASP FOOD HANDLERS CERTIFICATE	09/14/2017	18365240 TC-180042	11.00	N
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680  (916) 491-0657	447.26	SP ED PARENT TRANS	09/14/2017	18365241 TC-180043	447.26	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014400 SLAGLE, ANTONIA 5811 14TH ST SACRAMENTO, CA 95822	159.38	ISLE SUPPLIES	09/12/2017	18364622 PO-180006	17.31	N
		ISLE MILEAGE	09/14/2017	18365242 TC-180044	19.76	N
		ISLE SUPPLIES	09/28/2017	18367719 PO-180006	122.31	N
( 0) - 0						N
014685 SOUZA, JEFF PO BOX 1024 ISLETON, CA 95641	28.84	ISLE MAINT REIMB	09/21/2017	18366490 TC-180047	28.84	N
( 0) - 0						N
011563 SPEARS, SHANAN 2436 MORAIN CIRCLE RANCHO CORDOVA, CA 95670	79.86	DHS AG SUPPLIES	09/12/2017	18364623 PO-180322	39.93	N
		DHS AG SUPPLIES	09/12/2017	18364623 PO-180322	39.93	N
(916) 744-1011						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	1,388.71	RMS GAS	09/21/2017	18366483 PV-180128	54.30	N
		DHW GAS	09/21/2017	18366483 PV-180128	54.32	N
		DO GAS	09/21/2017	18366483 PV-180128	15.64	N
		STORAGE PREPAID GAS	09/21/2017	18366483 PV-180128	253.37	N
(888) 400-2155		TRANS GAS	09/21/2017	18366483 PV-180128	56.43	N
		DHS GAS	09/21/2017	18366483 PV-180128	144.20	N
		RVHS GAS	09/21/2017	18366483 PV-180128	622.64	N
		ISLE GAS	09/21/2017	18366483 PV-180128	103.99	N
		ISLE GAS	09/21/2017	18366483 PV-180128	14.29	N
		CAFE GAS	09/21/2017	18366487 PV-180128	69.53	N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	6,584.58	3350893150 DHS SUPPLIES	09/05/2017	18363528 PO-180327	.24	N
		3350893150 DHS SUPPLIES	09/05/2017	18363528 PO-180327	.24	N
		3350893155 DHS SUPPLIES	09/05/2017	18363528 PO-180327	19.51	N
		3350893155 DHS SUPPLIES	09/05/2017	18363528 PO-180327	.07	N
( ) -		3350893155 DHS SUPPLIES	09/05/2017	18363528 PO-180327	.07	N
		3350893150 DHS SUPPLIES	09/05/2017	18363528 PO-180327	68.22	N
		3350215413 WIND RIVER SUPPLIES	09/05/2017	18363532 PO-180386	16.21	N
		3350893152 WIND RIVER SUPPLIES	09/05/2017	18363532 PO-180386	630.99	N
		3350215414 WIND RIVER SUPPLIES	09/05/2017	18363532 PO-180386	59.45	N
		3350893151 WIND RIVER SUPPLIES	09/05/2017	18363532 PO-180386	18.35	N
		3350215415 ASP SUPPLIES	09/05/2017	18363528 PO-180435	.29	N

3350215415	ASP	SUPPLIES	09/05/2017	18363528	PO-180435	84.30	N
3350215415	ASP	SUPPLIES	09/05/2017	18363528	PO-180435	.29	N
3350215415	ASP	SUPPLIES	09/05/2017	18363528	PO-180435	84.30	N
3350215415	ASP	SUPPLIES	09/05/2017	18363528	PO-180435	.29-	N
3350215415	ASP	SUPPLIES	09/05/2017	18363528	PO-180435	.29-	N
3350215415	ASP	SUPPLIES	09/05/2017	18363528	PO-180435	.29	N
3350215415	ASP	SUPPLIES	09/05/2017	18363528	PO-180435	.29	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3350215415 ASP SUPPLIES	09/05/2017	18363528	PO-180435	84.30	N
		3350893153 ASP SUPPLIES	09/05/2017	18363528	PO-180442	358.56	N
		3350893153 ASP SUPPLIES	09/05/2017	18363528	PO-180442	1.25	N
		3350893153 ASP SUPPLIES	09/05/2017	18363528	PO-180442	1.25	N
		3350893154 ASP SUPPLIES	09/05/2017	18363528	PO-180442	.06	N
		3350893154 ASP SUPPLIES	09/05/2017	18363528	PO-180442	.06	N
		3350893154 ASP SUPPLIES	09/05/2017	18363528	PO-180442	17.15	N
		3351045806 DHW SUPPLIES	09/07/2017	18364049	PO-180013	9.87	N
		3351115599 DHW SUPPLIES	09/07/2017	18364049	PO-180013	56.41	N
		3351451929 DHW SUPPLIES	09/07/2017	18364049	PO-180017	15.05	N
		3350893147 DHW SUPPLIES	09/07/2017	18364049	PO-180024	36.60	N
		3350071272 DHW SUPPLIES	09/07/2017	18364049	PO-180030	6.04	N
		3350071274 DHW SUPPLIES	09/07/2017	18364049	PO-180030	6.04	N
		3350071273 DHW SUPPLIES	09/07/2017	18364049	PO-180030	6.04	N
		3349964835 F5 SUPPLIES	09/07/2017	18364033	PO-180062	1.79	N
		3350893148 F5 SUPPLIES	09/07/2017	18364033	PO-180062	23.26	N
		3350215409 F5 RETURN	09/07/2017	18364033	PO-180062	.35	N
		3350215408 F5 SUPPLIES	09/07/2017	18364033	PO-180062	52.20	N
		3350215408 F5 SUPPLIES	09/07/2017	18364033	PO-180062	.18	N
		3350215408 F5 SUPPLIES	09/07/2017	18364033	PO-180062	.18	N
		3350215410 F5 RETURN	09/07/2017	18364033	PO-180062	100.63	N
		3350893148 F5 SUPPLIES	09/07/2017	18364033	PO-180062	.08	N
		3350215410 F5 RETURN	09/07/2017	18364033	PO-180062	.35	N
		3349964835 F5 SUPPLIES	09/07/2017	18364033	PO-180062	513.48	N
		3350215410 F5 RETURN	09/07/2017	18364033	PO-180062	.35	N
		3350893148 F5 SUPPLIES	09/07/2017	18364033	PO-180062	.08	N
		3349964835 F5 SUPPLIES	09/07/2017	18364033	PO-180062	1.79	N
		3350215409 F5 RETURN	09/07/2017	18364033	PO-180062	100.63	N
		3350215409 F5 RETURN	09/07/2017	18364033	PO-180062	.35	N
		3349535864 BUS OFF SUPPLIES	09/12/2017	18364624	PO-180189	48.90	N
		3351614210 CAFE SUPPLIES	09/12/2017	18364630	PO-180280	82.48	N
		3348965082 CAFE SUPPLIES	09/12/2017	18364630	PO-180280	69.19	N
		3350893149 SP ED TABLE	09/12/2017	18364607	PO-180295	318.42	N
		3350215412 ED SV SUPPLIES	09/12/2017	18364624	PO-180305	10.80	N
		3351614213 CMS SUPPLIES	09/12/2017	18364624	PO-180328	12.98	N
		3351614213 CMS SUPPLIES	09/12/2017	18364624	PO-180328	.05	N
		3351614214 CMS SUPPLIES	09/12/2017	18364624	PO-180328	.05	N
		3351115604 CMS SUPPLIES	09/12/2017	18364624	PO-180328	83.03	N
		3351115604 CMS SUPPLIES	09/12/2017	18364624	PO-180328	.29	N
		3351115604 CMS SUPPLIES	09/12/2017	18364624	PO-180328	.29	N
		3351614214 CMS SUPPLIES	09/12/2017	18364624	PO-180328	12.98	N
		3351614213 CMS SUPPLIES	09/12/2017	18364624	PO-180328	.05	N
		3351614214 CMS SUPPLIES	09/12/2017	18364624	PO-180328	.05	N
		3351614209 DHW SUPPLIES	09/21/2017	18366471	PO-180013	11.56	N

3352359892	DHW SUPPLIES	09/21/2017	18366471	PO-180017	41.46	N
3351854657	DHW SUPPLIES	09/21/2017	18366471	PO-180017	42.10	N
3349964836	CAFE SUPPLIES	09/21/2017	18366475	PO-180280	56.19	N
3348965083	BUS OFF SUPPLIES	09/21/2017	18366471	PO-180282	44.28	N
3352528795	SUPT SUPPLIES	09/21/2017	18366471	PO-180284	16.11	N
3352528794	SUPT SUPPLIES	09/21/2017	18366471	PO-180284	240.72	N
3351854656	DHW KINDER SUPPLIES	09/21/2017	18366462	PO-180538	207.57	N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3351614208 DHW KINDER SUPPLIES	09/21/2017	18366462 PO-180538	39.23	N
		3352061272 DHW KINDER SUPPLIES	09/21/2017	18366462 PO-180538	22.45	N
		3352359891 DHW KINDER SUPPLIES	09/21/2017	18366462 PO-180538	8.10	N
		3352359890 DHW KINDER SUPPLIES	09/21/2017	18366462 PO-180538	131.03	N
		3351614207 DHW KINDER SUPPLIES	09/21/2017	18366462 PO-180538	629.82	N
		3352359889 DHW KINDER SUPPLIES	09/21/2017	18366462 PO-180538	42.06	N
		3349678915 DHW SUPPLIES	09/26/2017	18367017 PO-180018	10.04	N
		3349678914 DHW SUPPLIES	09/26/2017	18367017 PO-180018	9.07	N
		3352738005 DHW SUPPLIES	09/26/2017	18367017 PO-180028	11.19	N
		3353002588 DHW SUPPLIES	09/26/2017	18367017 PO-180029	33.99	N
		3352061273 DHW SUPPLIES	09/26/2017	18367017 PO-180029	33.99	N
		3351115603 DHW SUPPLIES	09/26/2017	18367017 PO-180029	48.61	N
		3351983534 DHW SUPPLIES	09/26/2017	18367017 PO-180029	19.78	N
		3351983535 DHW SUPPLIES	09/26/2017	18367017 PO-180029	46.03	N
		3351983530 DHW SUPPLIES	09/26/2017	18367017 PO-180031	46.86	N
		3352596267 ED SV SUPPLIES	09/26/2017	18367017 PO-180305	40.28	N
		3351614211 ED SV SUPPLIES	09/26/2017	18367017 PO-180305	8.54	N
		3351983531 WIND RIVER SUPPLIES	09/26/2017	18367017 PO-180386	31.36	N
		3351115600 WIND RIVER SUPPLIES	09/26/2017	18367017 PO-180386	77.82	N
		3351983533 DHW SUPPLIES	09/28/2017	18367720 PO-180018	43.24	N
		3353678397 DHW SUPPLIES	09/28/2017	18367720 PO-180019	43.24	N
		3353113719 DHW SUPPLIES	09/28/2017	18367720 PO-180030	61.94	N
		335296266 DHW SUPPLIES	09/28/2017	18367720 PO-180031	10.70	N
		3353366083 DHW SUPPLIES	09/28/2017	18367720 PO-180032	10.76	N
		3353366082 DHW SUPPLIES	09/28/2017	18367720 PO-180032	306.88	N
		3353678399 HR SUPPLIES	09/28/2017	18367720 PO-180283	410.27	N
		3353366084 SP ED SUPPLIES	09/28/2017	18367720 PO-180304	53.39	N
		3349535866 DHS SUPPLIES	09/28/2017	18367720 PO-180327	.01	N
		3351854658 DHS SUPPLIES	09/28/2017	18367720 PO-180327	.15	N
		3351854658 DHS SUPPLIES	09/28/2017	18367720 PO-180327	42.35	N
		3351854658 DHS SUPPLIES	09/28/2017	18367720 PO-180327	.15	N
		3349535866 DHS SUPPLIES	09/28/2017	18367720 PO-180327	.01	N
		3349535866 DHS SUPPLIES	09/28/2017	18367720 PO-180327	3.52	N
		3353366089 CMS SUPPLIES	09/28/2017	18367720 PO-180328	195.35	N
		3353366089 CMS SUPPLIES	09/28/2017	18367720 PO-180328	.68	N
		3353366089 CMS SUPPLIES	09/28/2017	18367720 PO-180328	.68	N
		3353366087 WIND RIVER SUPPLIES	09/28/2017	18367720 PO-180386	39.99	N
		3353366086 WIND RIVER SUPPLIES	09/28/2017	18367720 PO-180386	834.82	N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	405.00	253243 HR FINGERPRINTING	09/21/2017	18366484 PV-180129	405.00	N





410715049	ISLE SUPPLIES	09/21/2017	18366472	PO-180156	97.48	N
409975281	DHS SUPPLIES	09/21/2017	18366472	PO-180156	42.60	N
410713077	BATES SUPPLIES	09/21/2017	18366472	PO-180156	81.72	N
410134548	TRANS SUPPLIES	09/21/2017	18366472	PO-180221	285.80	N
412562472	BATES SUPPLIES	09/26/2017	18367018	PO-180156	81.72	N
412952145	RVHS SUPPLIES	09/26/2017	18367018	PO-180156	6.31	N
412975161	RMS SUPPLIES	09/26/2017	18367018	PO-180156	273.85	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 SUPPLY WORKS (Continued...)		412975971 RVHS SUPPLIES	09/26/2017	18367018 PO-180156	518.63	N
		412952152 WG SUPPLIES	09/26/2017	18367018 PO-180156	16.78	N
014053 TARGET SPECIALTY PRODUCTS 524 GALVENSTON ROAD WEST SACRAMENTO, CA 95691  (916) 374-9900	96.27	PI0685594 MAINT SUPPLIES	09/21/2017	18366473 PO-180158	96.27	N
011930 TRANE PARTS CENTERS 4145 DEL MAR AVENUE ROCKLIN, CA 95677  ( ) -	1,212.48	MAINT SUPPLIES	09/07/2017	18364051 PO-180159	628.24	N
		MAINT SUPPLIES	09/21/2017	18366474 PO-180159	584.24	N
013591 TROPHY DEPOT 400 RABRO DRIVE HAUPPAUGE, NY 11788  (800) 286-7096	135.11	1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	45.04	N
		1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	3.66	N
		1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	3.66	N
		1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	45.04	N
		1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	3.66	N
		1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	3.66	N
		1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	45.03	N
		1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	3.66	N
		1599196 ASP TROPHIES	09/21/2017	18366463 PO-180457	3.66	N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328  ( ) -	487.05	DO SHIPPING	09/07/2017	18364062 PV-180104	312.60	N
		DO SHIPPING	09/21/2017	18366486 PV-180131	86.02	N
		DO SHIPPING	09/26/2017	18367023 PV-180135	88.43	N
014644 US AIR CONDITIONING PO BOX 1111 LA PUENTE, CA 91749  (916) 217-1534	4,081.72	2473958 MAINT THERMOSTATS	09/05/2017	18363517 PO-180472	4,081.72	N



RVHS SFTY	09/07/2017	18364063	PV-180106	.22	7
COUNSELORS	09/07/2017	18364063	PV-180106	109.51	7
TRANS 1	09/07/2017	18364063	PV-180106	148.72	7
BATES SFTY	09/07/2017	18364063	PV-180106	.22	7
SP ED 2	09/07/2017	18364063	PV-180106	37.21	7
BEHAVORIST	09/07/2017	18364063	PV-180106	37.21	7
WG SFTY	09/07/2017	18364063	PV-180106	.22	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELES (Continued...)		RVHS CUST	09/07/2017	18364063 PV-180106	17.80	7
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	223.32	DHS AG WASTE SERV	09/05/2017	18363530 PO-180312	111.66	N
		DHS AG WASTE SERV	09/05/2017	18363530 PO-180312	111.66	N
( ) -						N
013598 WILLIAMS MOBILE SERVICE PO BOX 397 RIO VISTA, CA 94571	62.41	1718330 MAINT REPAIRS	09/07/2017	18364052 PO-180163	62.41	N
		1718330 MAINT REPAIRS	09/07/2017	18364052 PO-180163	.22	N
		1718330 MAINT REPAIRS	09/07/2017	18364052 PO-180163	.22-	N
(707) 374-6000						N
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688	4,631.46	RVHS PORTABLE	09/12/2017	18364637 PV-180112	1,124.59	N
		DHW PORTABLE	09/12/2017	18364637 PV-180112	1,257.69	N
		RMS PORTABLE	09/12/2017	18364637 PV-180112	1,124.59	N
		RMS PORTABLE	09/12/2017	18364637 PV-180112	1,124.59	N
(707) 451-3000						N
010992 WOMACK, DAVID 8608 GARNET CREST CT ELK GROVE, CA 95624	1,666.85	#859 MAINT REPAIRS	09/05/2017	18363531 PO-180164	950.00	7
		889/890 MAINT REPAIRS	09/28/2017	18367721 PO-180164	716.85	7
(916) 685-1440						Y
010172 WOODWIND & BRASSWIND 5795 LINDERO CANYON RD WEST LAKE VILLAGE , CA 91362	170.63	37795332 WG SUPPLIES	09/28/2017	18367710 PO-180505	170.63	N
(800) 348-5003						N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	738.30	ED SV MILEAGE	09/28/2017	18367734 TC-180055	738.30	N
( ) -						N
014678 WYER, HILARY	27.50	CAFE REIMB MACI WYER	09/07/2017	18364064 PV-180105	27.50	N



4318 LELIA DRIVE  
RIO VISTA, CA 94571

( 0) - 0 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014666 YES MY SWEET BBQ & CATERING OI BIX 17 ISLETON, CA 95641  (916) 777-7005	364.31	ED SV FOOD FOR MEETING	09/12/2017	18364629 PO-180375	364.31	N
014489 ZIONS FIRST NATIONAL BANK 550 SOUTH HOPE ST., SUITE 2875 LOS ANGELES, CA 90071  ( 0) - 0	350.00	6706 ANNUAL ADMIN FEE	09/12/2017	18364636 PV-180111	350.00	N
District total:	630,543.44					
Report total:	630,543.44					

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** October 10, 2017

Attachments:  X

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

Item #: 10.4

**SUBJECT**

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergym Inc.) for the 2017-2018 school year at a cost not to exceed \$20,000.

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

**Background & Status:**

Name of Vendor: Jabbergym Inc.

Description of Service(s): To provide physical therapy services for district students.

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

The IEP team determined Jabbergym Inc. to provide physical therapy services for district students.

**Presenter:**

Kathy Wright, Director of Educational Services

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

Not to exceed \$20,000 paid by Special Education funds. The rate for physical therapy services is \$110.00 per hour.

**Recommendation:**

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergym Inc.) for the 2017-2018 school year at a cost not to exceed \$20,000.

Time: 2 mins.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2017–2018**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED DISTRICT

Contract Year 2017-2018

         Nonpublic School

  X   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  
2017-2018**

**TABLE OF CONTENTS**

**I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

**II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

**III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2017-2018**

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	21
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30
EXHIBIT A: RATES (NPS ONLY)	32
EXHIBIT B: RATES (NPA ONLY)	35

2017-2018

CONTRACT NUMBER:

LEA: River Delta Unified School DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Jabbergym Inc.

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on October 10, 2017, between the River Delta Unified School DISTRICT (hereinafter referred to as the local educational agency "LEA" or "District") and Jabbergym Inc. (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall 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 ISAF 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/do 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 October 10, 2017 to June 30, 2018 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, 2018. 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. (Cal. Code Regs., tit. 5, § 3062(d).) 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 CENTER (“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.

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 plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("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.

## **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 (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the English Language Proficiency Assessments for California (“ELPAC”), 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 AND SUPPORTS**

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 behaviors that interfere with their learning or the learning of others 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 and shall not be employed longer than necessary to contain the behavior. Emergency interventions 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 and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used 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.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **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 setting is deemed lawful and appropriate.

### **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 ten (10) days 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.

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 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 or 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 required minimum number of minutes per grade level as noted in the California Education Code Sections 46200-46208.

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 10<sup>th</sup> day of October 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

\_\_\_\_\_  
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

\_\_\_\_\_ DISTRICT

\_\_\_\_\_

By:

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

By:

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

Notices to LEA shall be addressed to:

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

\_\_\_\_\_ DISTRICT

\_\_\_\_\_  
LEA

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Email

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

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

\_\_\_\_\_  
LEA

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Email

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2017-2018 CONTRACT YEAR**

CONTRACTOR Jabbergym Inc. CONTRACTOR NUMBER \_\_\_\_\_ CDE TOTAL ENROLLMENT ALLOWED \_\_\_\_\_

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

Payment under this contract may not exceed \$20,000  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
<b>Language and Speech Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	<u>Standard evaluation rate is \$375.00 for the first 3 hours. \$110.00 per hour for additional hours.</u>
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Behavior Intervention Services</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem

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



Meeting Date: October 10, 2017

Attachments:   X  

From: Laura Uslan, Delta High School Principal

Item Number:   10.5  

**SUBJECT**

Action:           

CDE Specific Waiver: Shared School Site Council for Clarksburg Middle School and Delta High School

Consent Action:   X  

Information Only:           

**Background:**

Any governing board, on behalf of a school site council, may request the State Board of Education (SBE) to grant a waiver of any provision of EC 52852. The SBE may grant request when it finds that the failure to do so would hinder the implementation or maintenance of a successful Single Plan for Student Achievement (SPSA). EC 52852 reads: A School Site Council shall be established at each school which participates in school-based program coordination. The council shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school.

Under the authority of EC 52863, a waiver allowing for one joint school site council to coordinate the joint SPSA of Clarksburg Middle School and Delta High School from October 2017 through September 2019 is requested.

**Status:** The School Site Council for DHS/CMS requests approval of the Specific Waiver Request to support implementation of the Single Plan for Student Achievement (SPSA) which was presented to the Board on June 27, 2017. The School Site Council approved this Waiver at their meeting on September 11, 2017. Attached is a copy of previous waiver, approved by the State Board of Education on March 9, 2016.

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

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

No cost to the district.

**Recommendation:**

That the Board approve the Specific Waiver Request for a joint School Site Council at Clarksburg Middle School and Delta High School.

Time:            2 mins.





CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

March 15, 2016

Laura Uslan  
River Delta Joint Unified School District  
445 Montezuma St.  
Rio Vista, CA 94571

Dear Ms. Uslan:

This letter serves as the official disposition notice of the waiver request submitted for consideration at the State Board of Education (SBE) meeting on March 9, 2016.

**Waiver #:** 20-10-2015-W-14      **Period Recommended:** 10/1/2015 to 9/30/2017

**EC Section:** 52852  
**EC Authority:** 52863

**Title:** Request by **River Delta Joint Unified School District** under the authority of California *Education Code* Section 52863 for a renewal waiver of *Education Code* Section 52852, allowing one joint schoolsite council to function for two small schools: Delta High School and Clarksburg Middle School.

**Disposition:** Approved with conditions: the Schoolsite Council must consist of one principal, four classroom teachers (selected by peers), one other school representative (selected by peers), three parents/community members (selected by parents), and three students (selected by peers).

If you have any questions about this waiver request or need further assistance with waiver requests to the SBE, please call the California Department of Education Waiver Office at 916-319-0824.

Sincerely,

*Christine Plumb-Gordon*

Christine Plumb-Gordon, Consultant  
Waiver Office

CPG:lm

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** October 10, 2017

Attachments:  X

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

Item #: 10.6

**SUBJECT:**

Approval for out of state travel for Denise Stine to travel to Chicago, Illinois to attend the National Association of School Psychologists Annual Convention February 12 through February 16, 2018 at a cost not to exceed \$3,000

Action:   
Consent Action:  X   
Information Only:

**Background & Status:**

Out of state travel for RDUSD employees requires board action.

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

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

Airfare, hotel and other expenses such as food will not exceed \$3,000 paid by mental health funding.

**Recommendation:**

That the board approve the out of state travel for Denise Stine to travel to Chicago, Illinois to attend the National Association of School Psychologists Annual Convention February 12 through February 16, 2018 at a cost not to exceed \$3,000

Time: 2 mins.

## **WS29: Preventing Lethal School Violence: What School Psychologists Need to Know** ✓

Participants will be prepared to correct myths about lethal school violence and expand specific skills related to prevention. A mother of a Columbine school shooter will provide her unique perspective.

*Kristin D. Sawka-Miller, PhD, Siena College, NY; David N. Miller, PhD, University at Albany, SUNY; and Sue Klebold, Author, CO*

## **WS30: Keep Calm: Effective Techniques for Helping Anxious Youth** ✓

Anxiety among youth is common and can affect social relationships and academic performance. This workshop will review practical, evidence-based strategies for quickly and effectively assisting anxious youth.

*Mark A. Reinecke, PhD, Northwestern University, IL*

## **PREP<sub>a</sub>RE TRAINING**

The PREP<sub>a</sub>RE curriculum includes school safety, crisis management, and emergency response training, with a special emphasis on the role of school-based mental health professionals. PREP<sub>a</sub>RE workshop fees include participant materials. All workshops include extensive resources and practical tools. For more information about the curriculum, visit [www.nasponline.org/prepare](http://www.nasponline.org/prepare).

## **WS32: PREP<sub>a</sub>RE Workshop 1: Crisis Prevention and Preparedness: Comprehensive School Safety Planning (Second Edition)** ✓

*Tuesday, February 13, 8:00 a.m.-4:00 p.m.*

Participants will learn how to establish and sustain comprehensive school safety efforts. The workshop addresses developing, exercising, and evaluating safety and crisis teams and plans. It also addresses issues associated with the media, special needs students, culture, and memorials. After this workshop, participants will be better prepared to improve their school's climate, student behavior and academic functioning, student resilience, and crisis response capabilities of school personnel. Bring your whole school crisis team to this training.

*Christina N. Conolly, PsyD, NCSP, Montgomery County Public Schools, MD; and Benjamin S. Fernandez, MS Ed, Loudoun County Public Schools, VA*

## **WS33: PREP<sub>a</sub>RE Workshop 2: Crisis Intervention and Recovery: The Roles of School-Based Mental Health Professionals (Second Edition)** ✓

*Wednesday, February 14, 2:30-6:30 p.m.*

*Thursday, February 15, 8:00 a.m.-4:00 p.m.*

*Friday, February 16, 8:00 a.m.-12:00 p.m.*

This workshop will teach participants to meet the needs of students and staff following a school-associated crisis event. Topics covered include how to prevent and prepare for psychological trauma, help to reaffirm students' perceptions that they are safe and secure, evaluate the level of traumatic impact, and respond to the variety of psychological needs of members of the school community. This workshop is an excellent course for all mental health professionals in your district who respond to crises.

*Stephen E. Brock, PhD, NCSP, California State University, Sacramento; and Amanda B. Nickerson, PhD, NCSP, State University of New York at Buffalo*

## **WS34: Workshop 1, Training of Trainers (ToT)—Crisis Prevention and Preparedness: Comprehensive School Safety Planning (Second Edition)** ✓

*Tuesday, February 13, 4:30-7:00 p.m.*

*Wednesday, February 14, 8:00-10:30 a.m.*

This 5-hour session is designed to provide workshop participants with the information and practice needed to become a trainer for the NASP PREP<sub>a</sub>RE Workshop 1: Crisis Prevention and Preparedness. Prerequisite: Completion of PREP<sub>a</sub>RE Workshop 1.

*Shane R. Jimerson, PhD, NCSP, University of California-Santa Barbara; Christina N. Conolly, PsyD, NCSP, Montgomery County Public Schools, MD; Benjamin S. Fernandez, MS Ed, Loudoun County Public Schools, VA; and Scott A. Woitaszewski, PhD, NCSP, University of Wisconsin-River Falls*



NATIONAL ASSOCIATION OF  
School Psychologists

# Schedule of Events

*(Dates/times subject to change)*

## **Monday, February 12**

4:00–7:00 p.m.          Registration

## **Tuesday, February 13**

7:00 a.m.–5:00 p.m.      Registration

8:00–9:00 a.m.          Welcome Orientation

9:00 a.m.–4:30 p.m.      NASP Convention Workshops

10:00 a.m.–5:50 p.m.    Educational Sessions

9:00 p.m.–12:00 a.m.    Welcome Party

## **Wednesday, February 14**

7:00 a.m.–5:00 p.m.      Registration

7:30–10:30 a.m.          NASP Convention Workshops

8:00–10:30 a.m.          Educational Sessions

11:00 a.m.–12:30 p.m.    General Session

12:30–6:30 p.m.          Exhibit Hall Open

1:00–6:30 p.m.          Poster Presentations

2:30–5:30 p.m.          NASP Convention Workshops

2:30–5:50 p.m.          Educational Sessions

## **Thursday, February 15**

7:00 a.m.–5:00 p.m.      Registration

8:00 a.m.–5:50 p.m.      Educational Sessions

9:00 a.m.–4:30 p.m.      NASP Convention Workshops

9:00 a.m.–5:00 p.m.      Exhibit Hall Open

9:30 a.m.–5:00 p.m. Poster Presentations

## **Friday, February 16**

7:00 a.m.–5:00 p.m. Registration

8:00 a.m.–5:50 p.m. Educational Sessions

8:30 a.m.–3:30 p.m. NASP Convention Workshops

9:00 a.m.–1:00 p.m. Exhibit Hall Open

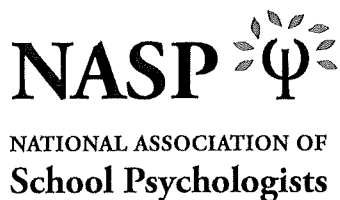
9:30 a.m.–1:00 p.m. Poster Presentations

## **National Association of School Psychologists**

4340 East West Highway, Suite 402, Bethesda, MD 20814

P: 301-657-0270 | Toll Free: 866-331-NASP | F: 301-657-0275

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# Deadlines & Fees

## Register Early

Register by Wednesday, November 8, 2017, to save \$50\* with the early registration rate and be entered to win a \$500 Visa gift card. One lucky registrant will be randomly drawn and announced on Thursday, November 9, 2017 at noon EST.

Your convention registration fee includes:

- 1,200+ peer-reviewed presentations (mini-skills, practitioner conversation sessions, posters, and symposia)
- All featured, field-based, and special sessions
- Keynote address
- Access to the Exhibit Hall

### Extra Fee Required

Earn documented CPD or access advanced trainings by adding these selections to your registration:

- Documented Sessions
- NASP Convention Workshops
- Red Cross Training
- Session Recording Packages

**Mem: Member**

**Non: Nonmember**

**Stu: Student Member**

## Annual Convention Fees

	Mem	Non	Stu
Early Through 11/8/17	\$249	\$459	\$104
Preconvention (From 11/9/17 to 1/17/18)	\$269	\$479	\$114
Full (After 1/17/18 and on site)	\$299	\$509	\$124

Daily (After 1/17/18 and on site)	\$175	\$275
Principals		\$110

## Documented Sessions\*\*

<b>Mem</b>	<b>Non</b>	<b>Stu</b>
\$10	\$10	\$10

## NASP Convention Workshops\*\*

	<b>Mem</b>	<b>Non</b>	<b>Stu</b>
Half Day	\$90	\$125	\$90
1-Day	\$120	\$194	\$120

## PREPaRE Workshops\*\*

	<b>Mem/Stu</b>	<b>Non</b>
Workshop 1	\$130	\$204
Workshop 2	\$185	\$244
ToT 1	\$160	\$234
ToT 2	\$225	\$284

## Session Recording Packages\*\*

### Convention Attendees

	<b>Mem</b>	<b>Non</b>
7.25 Credit Hour Packages	\$155	\$250
3 Hour Legal Regulations Add On	\$65	\$105

**Nonattendees (Preorder Opens in January 2018)**

	<b>Mem</b>	<b>Non</b>
7.25 Credit Hour Packages	\$165	\$260
3 Hour Legal Regulations Add On	\$70	\$110

\*Additional savings will not be applied at checkout. Savings are based on the price difference between early registration, pre-convention registration, and full registration rates for regular members and nonmembers. Student members only save \$20 with the early registration rate, and \$10 with the pre-convention registration rate.

\*\*You must register for the convention before registering for these sessions.

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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: October 10, 2017

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

From: Vicky Turk, Principal RVHS

Item Number: 10.7

**SUBJECT:** Approval RVHS Dance Crew fundraisers.

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

Consent Action: X

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

**Background:**

The RVHS Dance Crew would like to sponsor the following fundraisers:  
“Kids Dance Camp”, “Dance Fitness” and sell World’s Finest Chocolates

**Status:**

Fundraising requires board approval.

**Presenter:** Vicky Turk

**Other People Who Might Be Present:** Sara Rendon

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

**Recommendation:** The Board approve RVHS Dance Crew Fundraisers.

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

**River Delta Unified School District  
Fund Raiser Pre-Approval list**

School site: *Rio Vista High School*  
Fiscal Year: *2017-18*

	<b>ASB Club</b>	<b>Activity</b>	<b>Net Profit</b>
<i>Sample</i>	<i>Band</i>	<i>Car Wash</i>	<i>\$200</i>
1	Rio Dance Crew	Kids dance workshop	\$ 250.00
2	Rio Dance Crew	Dance Fitness	\$ 100.00
3	Rio Dance Crew	Worlds Finest Chocolate	\$ 400.00
4			
5			
6			
7			
8			
9			
10			
11			

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

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



**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 2017

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

From: Don Beno, Superintendent

Item Number: 10.8

**SUBJECT**      Donations

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

**Background:**

**Donations to Receive and Acknowledge:**

**Isleton Elementary School – 6<sup>th</sup> Grade Sly Park Educational Fieldtrip**

Norman and Flora Spalding \$100  
Waldie and Associates - \$105  
B & W Resort Marina - \$235  
Robert and Bridget Abercrombie - \$235  
Kerri Silva Lovick – Trendsetters - \$100  
Moon Café - \$20  
Moreno Trenching - \$235  
Gornto Ditching - \$470  
MEI WAH – Iva Walton - \$235  
Rio Vista Muffler, Hitch & Welding - \$50  
Williams Mobile Service - \$235  
Services Group, Inc. (Kamps Propane, Inc.) - \$470  
Dolk Tractor Company, Inc. - \$470  
Bob's Bait Shop - \$235  
Danny & Delinda Bowers - \$235  
Riverside Elevator - \$500  
Giusti's - \$50  
Lucy's Café - \$235

**Riverview Middle School**

Lions Club – 2017-18 Student Planners  
Mariann and Stan Melby – School Supplies

**Delta High School – Football and Baseball Fields**

Harvey Lyman Company – 150 pounds of Fertilizer

**Rio Vista High School – Rio Vista High School “Elizabeth McCormack Library”**

Harvey L. & Maud C. Sorensen Foundation (Duncan C McCormack III, President) - \$50,000

**Rio Vista High School – Football Field Snack Bar**

Raymond & Denise McFarlane – Refrigerator (\$1,000)

**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: October 10, 2017

Attachments:   X  

From: Don Beno, Superintendent

Item Number:   11  

**SUBJECT** Request to approve the *second and final reading* of the updated or new Board Policies, Administrative Regulation or Exhibits due to new legislation or mandated language and citation revisions as of July 2017.

Action:   X  

Consent Action:       

Information Only:       

**Background:**

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

**Status:**

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to July 2017 which have been approved for *first reading on September 12, 2017*.

These policies, etc., are submitted for the second and final reading, approval and adoption at this meeting of the Board on October 10, 2017.

**Presenter** Don Beno

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

**Cost &/or Funding Sources**

**Recommendation:**

That the Board approve the *second and final reading*, adoption of these policies and regulations resulting from legislation effective prior to July 2017

Time:        5 mins.

## VISION

Note: The following **optional** policy uses the term "vision" as a generic term in a general sense to describe any types of documents (e.g., vision statement, mission statement, etc.) that the Governing Board might adopt to set a direction the overall direction that the Governing Board sets for the district. The vision may include a mission statement and district goals that are aligned with the local control and accountability plan.

The Governing Board believes that a clearly stated purpose and direction for the district provide the foundation for continuous improvement and accountability. In order to provide a clear focus for district programs, activities and operations, the Governing Board shall adopt a long-range vision that sets direction for the district programs and activities that which is focused on student learning and describes what the Board wants its schools to achieve. focuses on the achievement and well-being of all students and reflects the importance of preparing students for the future academically, professionally, and personally. The vision shall recognize the unique role of students, parents/guardians, staff, and community partners in contributing to a high-quality education for all students. This The district's vision may be incorporated in various documents, including the district's into its mission or purpose statement, philosophy or motto, long-term goals, short-term objectives, and/or comprehensive plans such as the local control and accountability plan (LCAP).

(cf. 0100 - Philosophy)  
(cf. 0200 - Goals for the School District)  
(cf. 0400 - Comprehensive Plans)  
(cf. 0460 - Local Control and Accountability Plan)  
(cf. 9000 - Role of the Board)

The Superintendent or designee shall recommend an appropriate process, with clearly defined procedures, timelines, and responsibilities, for establishing, and/or reviewing, and updating the district's vision statements. This process shall include a review of relevant district documents and data including, but not limited to, information about student demographics, student achievement, current programs, and emerging educational issues. The process shall incorporate an analysis and identification of district strengths and areas in which growth is needed. Input shall be solicited from which is inclusive of parents/guardians, students, staff, and community members through methods such as surveys, focus groups, advisory committees, and/or public meetings and forums.

(cf. 1220 - Citizen Advisory Committees)  
(cf. 2230 - Representative and Deliberative Groups)  
(cf. 6020 - Parent Involvement)

The Board shall review the district's vision statements at least every three years or whenever a new Board member or Superintendent joins the district. annually, in conjunction with the

**VISION** (continued)

**update to the LCAP, to ensure consistency among all documents that set direction for the district.** Following these reviews, the Board may revise or reaffirm the direction it has established for the district.

The Superintendent or designee shall communicate the district's vision to staff, parents/guardians, and the community **and shall regularly report to the Board regarding district progress toward the vision.**

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1100 - Communication with the Public)*

**Board decisions regarding curriculum, policies, the budget, collective bargaining agreements, and other district operations shall be aligned with the district's vision. In addition, the Superintendent or designee shall ensure that staff's implementation of district programs and activities supports attainment of the district's vision.**

**The Superintendent or designee shall regularly report to the Board regarding district progress toward the vision.**

*(cf. 0500 - Accountability)*

**Legal Reference:**

**EDUCATION CODE**  
**52060-52077 Local control and accountability plan**

**Management Resources:**

**CSBA PUBLICATIONS**

**The School Board Role in Creating the Conditions for Student Achievement: A Review of the Research, May 2017**

**Governing to Achieve: A Synthesis of Research on School Governance to Support Student Achievement, August 7, 2014**

**Defining Governance, Issue 4: Governance Decisions, Governance Brief, June 2014**

**Defining Governance, Issue 3: Governance Practices, Governance Brief, April 2014**

**Maximizing School Board Leadership: Vision, 1996**

**WEB SITES**

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

## PHILOSOPHY

~~As part of its responsibility~~ **In order** to establish **and support** a guiding vision for the district, the Governing Board shall develop, **articulate**, and regularly review **a an overarching** set of fundamental principles which describes the district's **core** beliefs, values, **and** ~~or~~ tenets. The Board and district staff shall incorporate ~~this philosophy in these principles into~~ all ~~district~~ programs, **and** activities, **and operations of the district.**

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

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

*(cf. 9000 - Role of the Board)*

Note: **The thought process and collaborative effort required of the Governing Board in articulating district philosophy are crucial to the creation and evolution of philosophy reflective of local ideologies.** Districts are **strongly** encouraged to **engage in thoughtful discussions and to** replace or supplement the philosophical statements below with those that reflect their own locally developed philosophical statements.

It is the philosophy of the district that:

1. All students can learn and succeed.
2. ~~Every student in the district, regardless of gender, special needs, or social, ethnic, language or economic background has a right to a high quality education that challenges the student to achieve to his/her fullest potential.~~ **Every student should have an opportunity to receive a quality education regardless of his/her social, cultural, or economic background.**

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

3. **Every student in the district has a right to be free from discrimination, harassment, intimidation, and bullying, as prohibited by law or district policy.**
- ~~3.~~ 4. The future of our nation and community depends on students possessing the skills to be lifelong learners, **collaborative and creative problem solvers**, and effective, contributing members of **a global and technologically advanced** society.
5. **Highly skilled and dedicated teachers and educational support staff have the capacity to guide students toward individual achievement and growth, and have a direct and powerful influence on student learning and life experiences.**
- ~~4.~~ 6. A safe, nurturing environment **and positive school climate are** ~~is~~ necessary for learning, **academic achievement, and student development.**

**PHILOSOPHY** (continued)

*(cf. 5131.2 - Bullying)*  
*(cf. 5137 - Positive School Climate)*

**5. 7.** Parents/guardians have a right and an obligation to ~~participate~~ **be engaged** in their child's ~~schooling~~ **education and to be involved in the intellectual, physical, emotional, and social development and well-being of their child.**

*(cf. 6020 - Parent Involvement)*

**6. 8.** The **needs of the whole child must be addressed, as the** ability of children to learn is affected by social, health, and economic conditions and other factors outside the classroom.

**7. 9.** Early identification of ~~student~~ learning and behavioral difficulties **and timely and appropriate support and intervention** contribute to student success.

**8. 10.** Students and staff ~~respond positively to~~ **are encouraged and motivated by** high expectations and recognition for their accomplishments.

**9. 11.** ~~Continuous~~ School improvement is **necessary a dynamic process requiring flexibility and innovation** to meet the needs of students in a changing ~~economy and society world.~~

**12.** **Professional development for the Board and district staff is essential for the growth and success of the district and its students.**

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*  
*(cf. 9240 - Board Training)*

~~10.~~ **13.** The diversity of the student ~~population~~ **body** and ~~school~~ staff enriches the learning experience ~~for all students,~~ **promotes cultural awareness and acceptance, and serves as a model for citizenship in a global society.**

~~11.~~ **14.** ~~A highly skilled and dedicated staff has a direct and powerful influence on students' lives and learning.~~ **A common set of norms and protocols is crucial to effective governance.**

~~12.~~ **15.** ~~A high level of~~ **e**Communication, trust, respect, **collaboration,** and teamwork **strengthen the relationship** among Board members and **between the Board and Superintendent, and** contributes to **the** effective **ness of the** ~~decision-making~~ **governance team.**



**PHILOSOPHY** (continued)

**13. 16.** The community provides an essential resource to the educational program and district are inextricably connected partners, wherein the community's engagement in issues that impact the schools enhances the district's programs and student learning.

*(cf. 1000 - Concepts and Roles)*

**14. 17.** Effective Two-way communication with all stakeholders helps build support for the school is essential for establishing continuity, support, and shared goals both within the district and with the surrounding community.

**18.** The Board has a responsibility to advocate on behalf all students, keep current on legislative issues affecting education, and build positive relationships with local, state, and federal representatives.

**19.** A fiscally sound budget which is reflective of the district's vision is imperative to the financial stability of the district and to the attainment of its goals.

**15. 20.** Accountability Responsibility for the district's programs and operations is shared by the entire educational community, with the ultimate accountability resting with the Board as the basic embodiment of representative government.

*Legal Reference:*

EDUCATION CODE

51002 Local development of programs based on stated philosophy and goals

51019 Definition of philosophy

**51100-51101 Parental involvement**

*Management Resources:*

CSBA PUBLICATIONS

Maximizing School Board Leadership: Vision, 1996

The School Board Role in Creating the Conditions for Student Achievement: A Review of the Research, May 2017

Governing to Achieve: A Synthesis of Research on School Governance to Support Student Achievement, August 7, 2014

Defining Governance, Issue 2: Governing Commitments, Governance Brief, February 2014

WEB SITES

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

National School Climate Center: <http://schoolclimate.org>

Policy  
adopted:

RIVER DELTA UNIFIED SCHOOL DISTRICT  
Approx. October 10, 2017

# Exhibit

## Philosophy, Goals, Objectives, and Comprehensive Plans

E 0420.41(a)

### CHARTER SCHOOL OVERSIGHT

#### REQUIREMENTS FOR CHARTER SCHOOLS

Note: Pursuant to Education Code 47610, charter schools are exempt from Education Code provisions governing school districts unless otherwise specified in law. The following Exhibit lists some, but not necessarily all, legal requirements that apply to charter schools and may be used by districts to monitor a charter school's compliance with law. Violation of any law may subject the charter school to revocation pursuant to Education Code 47607; see BP 0420.43 - Charter School Revocation.

Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that **are** expressly ~~include~~ **applicable to** charter schools, including, but not limited to, requirements that each charter school:

1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
2. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
3. Not charge tuition (Education Code 47605)

Note: Education Code 47605 specifically prohibits a charter school from charging tuition, but does not mention fees or other charges. As clarified in the California Department of Education's (CDE) advisory Pupil Fees, Deposits, and Other Charges, because charter schools are subject to the California Constitution, the free school guarantee of the California Constitution, Article ~~IX~~ **9**, Section 5, applies to charter schools. Charter schools may only charge fees **which are explicitly** authorized by law ~~that have been made explicitly applicable to for~~ charter schools. For example, charter schools may charge fees for meals and field trips pursuant to Education Code 35330, 38082, and 38084 because those provisions apply to charter schools, but charter schools may not necessarily charge other fees authorized by law for school districts. In addition, Education Code 49011 prohibits all public schools from requiring services or donations as a condition of enrollment or continued enrollment.

4. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools
5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

**CHARTER SCHOOL OVERSIGHT** (continued)

Note: Education Code 56145 requires charter schools to serve students with disabilities in the same manner as other public schools. Pursuant to Education Code 47646, districts must ensure that each charter school that is deemed to be a public school of the district, and is not its own local educational agency (LEA) for special education purposes, receives an equitable share of state and federal special education funding and/or any necessary special education services provided by the district on behalf of disabled for students with disabilities who are enrolled in the charter school.

If a charter school is operating as a public school of the district for purposes of providing special education, the district retains responsibility and must determine how best to ensure that all special education students with disabilities receive a free appropriate public education (FAPE). However, as indicated in the California Office of Administrative Hearings has ruled, ruling in Student v. Horizon Instructional Systems Charter School, that a charter school operating as its own local educational agency-LEA for purposes of special education, including a charter school offering an independent study program, is the entity solely responsible for providing special education students with FAPE.

7. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)
8. Admit all students who wish to attend the school, according to the following criteria and procedures:
  - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)
 

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)
  - b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance, **except for existing students of the charter school**, shall be determined by a public random drawing. **However,** preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
  - c. Other admissions preferences may be permitted by the chartering district on an individual school basis consistent with law. (Education Code 47605)

**CHARTER SCHOOL OVERSIGHT** (continued)

9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

Note: ~~Education Code 48859, as amended by SB 445 (Ch. 289, Statutes of 2015), requires all charter schools to comply with state law regarding the enrollment and placement of foster youth.~~

10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

11. If the school offers a kindergarten program: (Education Code 48000)

- a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2

Note: Pursuant to Education Code 48000, charter schools must ensure that credentialed teachers who are first assigned to a TK class after July 1, 2015 possess certain qualifications by August 1, 2020. These requirements include at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the Commission on Teacher Credentialing (CTC).

- b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020

Note: The Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6319 to eliminate the requirement that teachers who teach core academic subjects meet requirements for "highly qualified" teachers, as defined. Guidance from the U.S. Department of Education (USDOE), Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, clarifies that local educational agencies, including charter schools, will not be required to comply with "highly qualified" teacher requirements beginning in the 2016-17 school year. Thus, hiring practices should be based solely upon state licensure requirements.

12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on ~~their~~ **the school's** behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

Note: Education Code 44830.1 and 45122.1 prohibit charter schools from hiring any person who has been convicted of a violent or serious felony as defined in Penal Code 667.5 and 1192.7, unless that person has received a certificate of rehabilitation and a pardon. Schools also may not retain in employment any temporary, substitute, or probationary employee who has been convicted of a violent or serious felony. See AR 4112.5/4212.5/4312.5 - Criminal Record Check. **Education Code 45125.1 requires a criminal**

**CHARTER SCHOOL OVERSIGHT** (continued)

**background check for certain employees of an entity contracting with a charter school. See AR 3515.6 - Criminal Background Checks for Contractors.**

14. Not hire any person, **in either a certificated or classified position,** who has been convicted of a violent or serious felony except as otherwise provided by law, **and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check** (Education Code 44830.1, 45122.1, **45125.1**)

Note: Education Code 44030.5 requires charter schools to report to the CTC any change in employment status due to an allegation of misconduct. See AR 4117.7/4317.7 - Employment Status Reports for further information about these reports.

15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)
16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

**Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), requires charter schools that serve students in grades 7-12 to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. See BP/AR 5141.52 - Suicide Prevention for further information regarding these requirements. Also see the CDE's Model Youth Suicide Prevention Policy.**

- 18. If the school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components (Education Code 215)**

Note: ~~Education Code 51224.7, as added by SB 359 (Ch. 508, Statutes of 2015), requires charter schools that serve students in grade 9 to adopt a mathematics placement policy with specified components.~~

- ~~18.~~ **19. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy,** with specified components (Education Code 51224.7)

Note: ~~Education Code 47605 requires charter schools to conduct statewide assessments, including, but not limited to, the California High School Exit Examination (Education Code 60850-60859). However, Education Code 60851.5, as added by SB 172 (Ch. 572, Statutes of 2015), suspends the administration of the exit examination through the 2017-18 school year.~~

**CHARTER SCHOOL OVERSIGHT** (continued)

- 19. 20.** Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, 60850-60859)

Note: Education Code 60851.6, as added by SB 172 (Ch. 572, Statutes of 2015), requires charter schools to retroactively grant diplomas to students who met all graduation requirements except for passage of the high school exit examination, as provided in item #20 below.

- 20. 21.** Until July 31, 2018, grant a high school diploma to any student who completed grade 12 in the 2003-04 school year or a subsequent school year and who has met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 60851.6)

Note: Education Code 47612.5 specifies, by grade level, the minimum number of instructional minutes that must be offered each fiscal year. Any charter school that fails to meet the requirement will have its state apportionment reduced in proportion to the percentage of instructional minutes that the school fails to offer. Education Code 47612.5 and 47612.6 provide that neither the State Board of Education nor the Superintendent of Public Instruction may waive the required number of instructional minutes but may waive the fiscal penalties under specified conditions.

- 21. 22.** Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code ~~46201.2~~, 47612.5)

Note: Education Code 47612.5 provides that charter schools offering independent study are subject to Education Code 51745-51749.3. Education Code 51745 requires that no course included among the courses required for graduation may be offered solely through independent study. However, pursuant to 5 CCR 11705, a charter school offering grades 9-12 shall be deemed to be an "alternative school" for purposes of independent study and thus, according to the CDE, would comply with this provision because students in such alternative schools are enrolled voluntarily and, if they wished, could attend any other district high school in which the courses were offered via classroom instruction.

- 22. 23.** If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

- 23. 24.** Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

- 24. 25.** If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by

**CHARTER SCHOOL OVERSIGHT** (continued)

gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

**Note: Education Code 33479.1 and 33479.3, as added by AB 1639 (Ch. 792, Statutes of 2016), require charter schools that elect to conduct athletic activities to provide student athletes and their parents/guardians with information on the nature and warning signs of sudden cardiac arrest. This information is available from the California Interscholastic Federation (CIF) or, if the athletic activity is not governed by the CIF, on the CDE's web site. Additionally, Education Code 33479.5, as added by AB 1639, and CIF bylaws provide for a student's removal from participation in an athletic activity if he/she passes out or faints. See BP/AR 6145.2 - Athletic Competition.**

**25- 26.** If the school offers an athletic program, annually provide ~~an~~ information sheets about concussions/~~and~~ head injuries **and sudden cardiac arrest** to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, **passes out, or faints during or immediately after participation** in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to **do so return to the activity**. (Education Code **33479-33479.5**, 49475)

**26- 27.** On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)

Note: Education Code 48907 requires charter schools to establish a written "publications code" related to students' rights to freedom of speech and of the press. These written rules and regulations must include reasonable provisions for the time, place, and manner in which free expression may take place within the charter school's jurisdiction.

**27- 28.** Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

**28- 29.** Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

**29- 30.** If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)



**CHARTER SCHOOL OVERSIGHT** (continued)

**30. 31.** ~~Electronically submit the grade point average of all students in grade 12 to the Student Aid Commission each academic year for use in the Cal Grant program, after notifying the students and their parents/guardians as applicable, by October 15 of each year, of the opportunity to opt out of being deemed a Cal Grant applicant within a specified period of time of at least 30 days (Education Code 69432.9).~~ **If the school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)**

**Note: Education Code 39831.3, as amended by SB 1072 (Ch. 721, Statutes of 2016), requires charter schools to develop a transportation plan that includes procedures to ensure that a student is not left unattended on a bus. See AR 3543 - Transportation Safety and Emergencies for more information regarding transportation safety plans.**

**In addition, pursuant to Vehicle Code 28160, as added by SB 1072, on or before the beginning of the 2018-19 school year, each school bus, school activity bus, youth bus, and child care motor vehicle, as defined, 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).**

**32.** **Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus (Education Code 39831.3)**

**31. 33.** Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

- a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
- b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

**Note: Education Code 222, as added by AB 302 (Ch. 690, Statutes of 2015), requires charter schools to provide reasonable lactation accommodations to students as provided in item #32 below.**



**CHARTER SCHOOL OVERSIGHT** (continued)

**32. 34.** Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)

**33. 35.** Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)

- a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
- b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
- c. Providing defense and indemnification to volunteers for any and all civil liability from such administration

**Note: Education Code 49414.3, as added by AB 1748 (Ch. 557, Statutes of 2016), authorizes charter schools 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. See BP/AR 5141.21 - Administering Medication And Monitoring Health Conditions.**

**36.** **If the school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist**

**34. 37.** Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)

**35. 38.** Annually prepare and submit financial reports to the district Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:

- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
- b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and

**CHARTER SCHOOL OVERSIGHT** (continued)

accountability plan template **adopted by the State Board of Education in 5 CCR 15497.5**. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5, **52064 ; 5 CCR 15497.5**)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and the California Department of Education. (Education Code 47605)

**Note: Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), requires charter schools to post specified information related to the prohibition against discrimination under Title IX (20 USC 1681-1688) on school web sites. Required information includes the name and contact information of the Title IX coordinator for the school, the rights of a student and the public and the responsibilities of the charter school under Title IX, and a description of how to file a complaint under Title IX. See AR 5145.3 - Nondiscrimination/Harassment.**

- 39. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)**

**CHARTER SCHOOL OVERSIGHT** (continued)

Note: Pursuant to 5 CCR 4600, direct-funded charter schools are subject to state requirements to adopt uniform complaint procedures for investigating and resolving specified types of complaints in accordance with 5 CCR 4600-4670. See BP/AR 1312.3 - Uniform Complaint Procedures for further information about types of complaints addressed through these procedures, required notifications, timelines, and other requirements.

**36. 40.** If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

**37. 41.** Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article ~~XVI~~**16**, Section 8.5)

Note: Districts should consult with legal counsel regarding the applicability of state law other than the Education Code to charter schools.

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.

**CERTIFICATION**

**Verification of Credentials**

Note: The following **optional** section may be revised to reflect district practice. **Pursuant to** Education Code **44330, 44332.5, and 44857**, ~~requires each person employed by the district in a position requiring certification qualifications must to register a valid credential with the county office of education or with the district, (if the district has an average daily attendance over 10,000),~~ not later than 60 days after beginning employment in the district or not later than 60 days after renewing a credential. **A district with over 10,000 average daily attendance (ADA) may provide for the registration of its own certificated employees' credentials. If it does not do so, or if the district has 10,000 ADA or less, certificated employees' credentials must be registered with the county office of education. The following section may be revised to reflect district practice.**

The Commission on Teacher Credentialing (CTC) does not provide credentials in a paper format. **Pursuant to 5 CCR 80001**, ~~provides that~~ the official record of a credential is information obtained from the CTC web site. If an applicant has indicated a county of employment on his/her application, the county office of education will receive a download of credential information for that applicant. For all other certificated staff, the district must obtain verification of its employees' certification through the CTC's online service and may print the displayed information.

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

- (cf. 4112.21 - Interns)*
- (cf. 4112.22 - Staff Teaching English Learners)*
- (cf. 4112.23 - Special Education Staff)*
- (cf. 4121 - Temporary/Substitute Personnel)*
- (cf. 5148 - Child Care and Development)*
- (cf. 6178 - Career Technical Education)*
- (cf. 6200 - Adult Education)*

**Note: Pursuant to Education Code 44332, 44332.5, and 44332.6, an individual may be employed while his/her application is being processed by the CTC if he/she holds a temporary certificate issued by a district with over 10,000 ADA or the county office of education, indicating that he/she has passed the state assessment of teachers' basic skills and completed a criminal record check. As amended by AB 1918 (Ch. 127, Statutes of 2016), Education Code 44332, 44332.5, and 44332.6 require the district or county office of education, prior to issuing a temporary certificate, to obtain a certificate of clearance (fingerprint clearance) from the CTC to satisfy the criminal record check requirement.**

**The Superintendent or designee shall verify that any person who is employed by the district while his/her application for certification is being processed by the CTC possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)**

**CERTIFICATION** (continued)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

*(cf. 3580 - District Records)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

**Basic Skills Proficiency**

Note: Education Code 44830 provides that a district cannot employ an individual in a position requiring certification unless that person has met the basic skills proficiency requirement or is exempted from the requirement by law. Such exemptions are specified in Education Code 44252 and 44830. Unless exempted, persons who have been granted a credential by the CTC have met the basic skills proficiency requirement as a condition of obtaining the credential. According to CTC leaflet CL-667, Basic Skills Requirement, the basic skills proficiency requirement also may be met by passage of the California Basic Educational Skills Test, California Subject Examinations for Teachers: Multiple Subject Plus Writing Skills Examination, California State University Early Assessment Program, California State University Placement Examinations, or a basic skills examination from another state.

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if he/she has not yet been afforded the opportunity to take the test, provided that he/she takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of his/her test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by the CTC unless he/she has completed a basic skills proficiency test in another state or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.2 - Certificate of Proficiency)*

*(cf. 6162.5 - High School Exit Examination)*

Note: Pursuant to Education Code 44252 and 44830, persons holding or applying for a "designated subjects special subjects" credential must be assessed with a district basic skills proficiency test, unless their credential requires possession of a bachelor's degree in which case they are required to meet the state basic skills proficiency requirement. When such persons are employed by a consortium of districts or a joint powers agreement, the test may instead be established by the boards of those entities.

**CERTIFICATION** (continued)

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

**Short-Term Staff Permit**

Note: 5 CCR 80021 establishes the short-term staff permit (STSP) to immediately fill teacher vacancies based on unforeseen circumstances. Pursuant to 5 CCR 80021, the CTC will issue the STSP to an individual only once and for no more than one year. The STSP will expire no later than July 1, unless the STSP is for a summer school assignment in which case the STSP will expire no later than September 1.

The district may request that the CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher
2. Inability of the teacher of record to finish the school year due to approved leave or illness
3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved intern program
4. Inability of the applicant to enroll in an approved intern program due to timelines or lack of space in the program
5. Unavailability of a third-year extension of an intern program or the applicant's withdrawal from an intern program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to the CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested

**CERTIFICATION** (continued)

2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

*(cf. 4131 - Staff Development)*

*(cf. 4131.1 - Teacher Support and Guidance)*

3. Written justification for the permit signed by the Superintendent or designee

Note: 5 CCR 80021 provides that a holder of the STSP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). 5 CCR 80021 provides that all STSPs will also include an English learner authorization allowing the holder to provide services in English language development (ELD) or specially designed academic instruction in English (SDAIE); see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the STSP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

**Provisional Internship Permit**

Note: 5 CCR 80021.1 establishes the provisional internship permit (PIP) to staff classrooms when appropriately credentialed teachers cannot be found after a diligent search. ~~As amended by Register 2013, No. 28,~~ 5 CCR 80021.1 provides that the PIP will be issued for one calendar year and may not be renewed.

Before requesting that the CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

*(cf. 4111/4211/4311 - Recruitment and Selection)*

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

**CERTIFICATION** (continued)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.
2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience.

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a public Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

<p>Note: 5 CCR 80021.1 provides that a holder of the PIP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). In addition, 5 CCR 80021.1 provides that all PIPs will include an English learner authorization allowing the holder to provide services in ELD or SDAIE; see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the PIP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.</p>
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**CERTIFICATION** (continued)

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

**Teaching Permit for Statutory Leave**

**Note: 5 CCR 80022, as added by Register 2016, No. 34, establishes the Teaching Permit for Statutory Leave (TPSL), which authorizes the holder to serve as the interim teacher of record when a teacher takes a statutory leave. The applicable statutory leaves are specified in 5 CCR 80022 and, as clarified by CTC Coded Correspondence 16-10, exclude administrative leave. The TPSL is valid for one calendar year from the first day of the month immediately following the date of issuance, but may be renewed on an annual basis provided that the holder completes additional requirements as specified and the district verifies that it will provide continued mentoring and support.**

**Qualifications required for the TPSL include possession of a bachelor's or higher degree, completion of the basic skills requirement, completion of a subject-matter requirement, and 45 hours of preservice preparation in the content areas listed in 5 CCR 80022. The design and delivery of the preservice preparation are at the discretion of the district and, as described in CTC Coded Correspondence 16-10, may include existing training and development programs, new preparation courses or modules, and/or partnerships with the county office of education, neighboring districts, colleges and universities, or private companies. The CTC does not accredit or oversee any TPSL preparation. The following paragraph may be revised to reflect district practice.**

**Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that the CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to the CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)**

*(cf. 4161.1 - Personal Illness and Injury Leave)*

*(cf. 4161.11 - Industrial Accident/Illness Leave)*

*(cf. 4161.8 - Family Care and Medical Leave)*

**A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)**

**The district shall verify to the CTC that it will provide the interim teacher: (5 CCR 80022)**

- 1. An orientation to the assignment before or during the first month of service in the statutory leave assignment**

**CERTIFICATION** (continued)

- 2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment**
- 3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs**

**Note: The TPSL authorizes the interim teacher of record to serve for the full length of the statutory leave. CTC Coded Correspondence 16-10 clarifies that, when more than one acceptable leave is taken consecutively, the holder of the TPSL may continue to serve as the interim teacher of record for the entire length of those leaves.**

**The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)**

**The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022. He/she shall annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)**

**(cf. 4113 - Assignment)**

**The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)**

**Long-Term Emergency Permits**

**Note: Pursuant to Education Code 44225.7, the district may request that the CTC grant an applicant a one-year emergency permit (Education Code 44300; 5 CCR 80023-80026.6) when a "fully prepared teacher," defined as a teacher who has completed a teacher preparation program, is unavailable to the district. Emergency permits may only be issued for the resource specialist permit (5 CCR 80024.3.1), teacher librarian services permit (5 CCR 80024.6), crosscultural, language and academic development permit (5 CCR 80024.8), and bilingual authorization permit (5 CCR 80024.7).**

**Pursuant to 5 CCR 80023.1, as amended by Register 2013, No. 28, an emergency permit may be renewed for up to two additional one-year periods (for a maximum of three years of service).**

**In order to request an emergency permit, the district must first demonstrate that it has made reasonable efforts to recruit candidates who are enrolled in an intern program or are scheduled to complete preliminary credential requirements within six months and must submit a Declaration of Need for Fully Qualified Educators; see the accompanying Board policy.**

**CERTIFICATION** (continued)

As necessary, the Superintendent or designee may request that the CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit, or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before he/she begins a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

(cf. 4117.14/4317.14 - Postretirement Employment)

**Emergency Substitute Teaching Permits**

~~Note: The CTC issues emergency substitute teaching permits that authorize service as a day-to-day substitute, including the (1) emergency 30-day substitute teaching permit, (2) emergency career substitute teaching permit, (3) emergency substitute teaching permit for prospective teachers, and (4) emergency designated subjects 30-day substitute teaching permit for career technical education. 5 CCR 80025-80025.5 specify restrictions pertaining to the number of days that each type of permit holder may substitute for any one teacher during the school year, as noted in items #1-4 below.~~

~~For day-to-day substitute teaching at any grade level, †The district may employ a person with an emergency substitute permit issued by the CTC, whose credential or permit authorizes substitute teaching services,~~ provided that:

**Note: 5 CCR 80025.3, as amended by Register 2016, No. 34, authorizes the holder of the STSP, PIP, or TPSL to provide day-to-day substitute teaching services for up to 30 days for a general education teacher or 20 days for a special education teacher.**

1. A person holding an emergency 30-day substitute teaching permit, **STSP, PIP, TPSL**, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the California Basic Educational Skills Test, shall not serve as a substitute for more than 30 days for any one teacher during the school year. He/she shall not serve as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)

**CERTIFICATION** (continued)

2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and **shall** not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Note: 5 CCR 80025 and 80025.5 require the district to have a Statement of Need on file before employing a person with an emergency substitute permit pursuant to item #1 or 4 above. The CTC form for the Statement of Need may be found in the CTC's online [Credential Information Guide](#), which may be accessed only by employers.

Before employing a person with an emergency substitute permit pursuant to item #1 or #4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

All Personnel

AR 4112.61(a)

4212.61

**EMPLOYMENT REFERENCES**

4312.61

**Note: The following optional administrative regulation may be revised to reflect district practice.**

The Superintendent or designee shall ~~process~~ **be responsible for processing** requests for employment references, letters of recommendation, or information about the reasons for separation regarding all district employees other than himself/herself. All letters of recommendation to be issued on behalf of the district for current or former employees shall be approved by the Superintendent or designee. At his/her discretion, the Superintendent or designee may refuse to give a recommendation.

~~Note: Pursuant to Civil Code 47, an employer cannot be sued for providing information about the job performance or qualifications of a current or former employee when such information is given to a prospective employer without malice and at the prospective employer's request. This protection does not apply, however, to information about any speech or activities that are constitutionally protected or otherwise protected by law, including those found in the Code of Civil Procedure 527.3 which upholds the right of employees to discuss labor disputes and to picket or assemble peacefully. Civil Code 47 authorizes an employer to communicate the job performance or qualifications of a current or former employee when such information is given to a prospective employer without malice and at the prospective employer's request. This authorization does not extend to information about speech or other activities that are constitutionally protected or otherwise protected by law, including those found in the Code of Civil Procedure 527.3 pertaining to the rights of workers to engage in concerted activities for the purpose of collective bargaining.~~

The district should consult with legal counsel in determining whether or not it is advisable to reveal negative information concerning an employee. In Randi W. v. Muroc Unified School District et al., the ~~Fifth Appellate District~~ **California Supreme Court** held that school authorities who recommend a former employee for hiring at another school could be held liable for physical harm to a student molested by the employee when their recommendations failed to disclose known or reasonably suspected acts of sexual misconduct previously committed by the employee.

**The Superintendent or designee may communicate information about the job performance or qualifications of a current or former district employee when such information is based upon credible evidence and is given to a prospective employer without malice and at the prospective employer's request. (Civil Code 47)**

**Any reference, letter of recommendation, or information provided about the reasons for separation issued on behalf of the district he/she gives shall provide a careful, truthful, and complete accurate account of the employee's job performance and qualifications.**

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 4117.5/4217.5/4317.5 - Termination Agreements)*

**Note: 5 CCR 80332 prohibits a certificated employee from intentionally omitting significant facts**

**EMPLOYMENT REFERENCES** (continued)

regarding a person's qualifications or stating facts which he/she does not know to be true. In addition, pursuant to Labor Code 1050 and 1052, it is a misdemeanor, punishable by a fine and/or imprisonment, for a person to make misrepresentations which prevent or attempt to prevent a former employee from obtaining employment. It is also a misdemeanor or for an employer to cause or permit an employee to so misrepresent facts or to fail to take reasonable steps to prevent such misrepresentations. In addition to these criminal penalties, Labor Code 1054 provides that the employer also may be liable for treble damages in a civil action for misrepresentation.

No certificated employee shall write or sign any letter or memorandum which intentionally omits significant facts, or which states as facts matters which the writer does not know of his/her own knowledge to be true, relating to the professional qualifications or personal fitness to perform certificated services of any person who the writer knows will use the letter or memorandum to obtain professional employment. (5 CCR 80332)

No certificated employee shall agree to provide a positive letter of recommendation which misrepresents facts as a condition of another employee's resigning or withdrawing action against the district. (5 CCR 80332)

**Legal Reference:**

LABOR CODE

*1050-1054 Reemployment privileges*

CIVIL CODE

*47 Privileged communication*

CODE OF CIVIL PROCEDURE

*527.3 Labor disputes*

CODE OF REGULATIONS, TITLE 5

*80332 Professional candor and honesty in letters or memoranda of employment recommendation*

COURT DECISIONS

*Randi W. v. Muroc Joint Unified School District et al., (1997) 14 Cal. 4th 1066*

**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS**

Note: Pursuant to Education Code 60200 and 60400, the Governing Board is responsible for the adoption of textbooks and other instructional materials, as defined in Education Code 60010, for use in district schools. See the accompanying administrative regulation for required and optional criteria for the selection of instructional materials. See BP 6161.11 - Supplementary Instructional Materials and BP 6163.1 - Library Media Centers for selection processes regarding supplementary materials.

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect society's diversity, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

*(cf. 0440 - District Technology Plan)*  
*(cf. 6000 - Concepts and Roles)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6141 - Curriculum Development and Evaluation)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6161.11 - Supplementary Instructional Materials)*  
*(cf. 6162.5 - Student Assessment)*  
*(cf. 6163.1 - Library Media Centers)*

Note: The following paragraph is for use by districts that maintain any of grades K-8 and may be revised to reflect the grade levels offered by the district. Pursuant to Education Code 60200, the State Board of Education (SBE) is required to adopt basic instructional materials in specified subjects that districts may select for use in grades K-8. **AB 1246 (Ch. 668, Statutes of 2012) amended Education Code 60200, 60203, 60207, and 60209 to revise the process and timelines used by the state to adopt such materials. As amended by AB 575 (Ch. 550, Statutes of 2016), Education Code 60200 provides that the SBE may adopt materials in any of the specified subject areas at least once, but not more than twice, every eight years.**

**AB 1246 also added** Education Code 60210, **which** authorizes the Board to select materials that have not been approved by the SBE, provided they are aligned with state academic content standards or Common Core **State** Standards. In addition, if the district uses materials not adopted by the SBE, the majority of participants in the review process must be teachers assigned to the subject area or grade level for which the materials will be used; see section below entitled "Review Process."

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or have otherwise been determined to be aligned with the state academic content standards adopted pursuant to Education Code 60605 or the Common Core **State** Standards adopted pursuant to Education Code 60605.8. (Education Code 60200, 60210)

## SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Note: The following paragraph is for use by districts that maintain high schools.

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and administrative regulation. (Education Code 60400)

~~Note: The following **optional** paragraph is consistent with priorities established in Education Code 60119 to ensure that each student is provided with sufficient standards aligned instructional materials in four core curriculum areas: English/language arts, mathematics, science, and history social science. The Instructional Materials Funding Realignment Program (Education Code 60420-60424), which had provided a block grant for instructional materials with a priority on materials that are aligned to state standards in those core courses, was repealed by AB 1246 (Ch. 668, Statutes of 2012).~~

~~The Board's priority in the selection of instructional materials is to ensure that all students are provided with standards aligned instructional materials in the core curriculum areas of English/language arts, mathematics, science, and history social science.~~

### Review Process

Note: The following **optional** section may be revised to reflect district practice.

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board. Toward that end, he/she may establish an instructional materials review committee to evaluate and recommend instructional materials.

*(cf. 1220 - Citizen Advisory Committees)*

Note: Pursuant to Education Code 60002, the Board must provide for "substantial" teacher involvement in the selection of instructional materials and must promote the involvement of parents/guardians and other members of the community in the selection of instructional materials. The Education Code does not define "substantial."

The review process shall involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members. (Education Code 60002)

***(cf. 6020 - Parent Involvement)***

In addition, the instructional materials review committee may include administrators, other staff who have subject-matter expertise, and students as appropriate.

Note: The following paragraph is for use by districts that maintain any of grades K-8. ~~Education Code 60210, as added by AB 1246 (Ch. 668, Statutes of 2012), adds the following requirement for the review of K-8 materials that have not been adopted by the SBE.~~



**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS** (continued)

If the district chooses to use instructional materials for grades K-8 that have not been adopted by the SBE, the Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

Individuals who participate in the selection or review of instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being reviewed.

*(cf. 9270 - Conflict of Interest)*

The committee shall review instructional materials using criteria provided in law and administrative regulation, and shall provide the Board with documentation supporting its recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

*(cf. 5020 - Parent Rights and Responsibilities)*

Note: SBE Policy on Guidelines for Piloting Textbooks and Instructional Materials provides a sample process for piloting instructional materials that addresses the selection of materials to pilot, a chronology of the process, and additional considerations, such as conflict of interest, contacts with publishers, and consideration of standards maps.

The district may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

**Public Hearing on Sufficiency of Instructional Materials**

Note: As a condition of receiving funds for instructional materials from any state source, Education Code 60119 requires the Board to annually hold a public hearing to determine whether each student in the district has sufficient standards-aligned textbooks or instructional materials in English/language arts **(including English language development)**, mathematics, science, and history-social science that are consistent with the content and cycles of the curriculum framework adopted by the SBE. **As clarified in the California Department of Education's (CDE) Instructional Materials FAQ, state funding sources for instructional materials include local control funding formula funds and Proposition 20 (2000) lottery funds.** The Board must also make a written determination during the hearing as to the sufficiency of textbooks or instructional materials in foreign language and health courses, as well as science laboratory equipment in science laboratory courses, although the provision of the materials or the equipment in these courses is not a condition for receipt of state funding.

Education Code 1240 requires the County Superintendent of Schools to review the textbooks and instructional materials of **underperforming** schools **ranked in deciles 1-3 of the Academic Performance Index** (API). If

**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS** (continued)

the County Superintendent and, if he/she determines that a school does not have sufficient materials, he/she must to prepare a report outlining the noncompliance and give the district a chance to remedy the deficiency. If the deficiency is not remedied by the second month of the school year, the County Superintendent may request that the California Department of Education (CDE) purchase textbooks or materials for the district, and the cost must be repaid by the district. The CDE will issue a public statement at an SBE meeting indicating the district's failure to provide instructional materials.

The Board shall annually conduct one or more public hearings on the sufficiency of the district's textbooks and other instructional materials. (Education Code 60119)

Note: Education Code 60119 specifies that the hearing must be held within eight weeks of the beginning of the school year. Option 1 is for use by districts without any schools on a multitrack year-round calendar. Option 2 is for use by districts with schools on a multitrack year-round calendar.

**OPTION 1:** The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

Note: The remainder of this policy applies to all districts.

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

(cf. 9322 - Agenda/Meeting Materials)

Note: Education Code 60119 requires the Board to adopt a resolution indicating whether or not each student in each school has sufficient standards-aligned textbooks or instructional materials for the subjects specified in items #1-6 below. although the provision of the materials or the equipment in these courses is not a condition for receipt of state instructional materials funding. AB 1246 (Ch. 668, Statutes of 2012) amended Education Code 60119 to provide that the materials may be aligned to either state content standards adopted pursuant to Education Code 60605 or Common Core Standards adopted pursuant to Education Code 60605.8. See the accompanying Exhibit for a sample resolution.

Pursuant to Education Code 60119, the determination of the sufficiency of textbooks or instructional materials for mathematics, science, history social science, and English/language arts is a condition for receipt of state instructional materials funding. The Board must also make a written determination during the hearing as to the sufficiency of textbooks or instructional materials in foreign language and health courses, as well as science laboratory equipment in science laboratory courses, although the provision of the materials or the equipment in these courses is not a condition for receipt of state instructional materials funding.

**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS** (continued)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or instructional materials which are aligned to the state content standards adopted pursuant to Education Code 60605 or the Common Core **State** Standards adopted pursuant to Education Code 60605.8 and which are consistent with the content and cycles of the state's curriculum frameworks. Sufficiency of instructional materials shall be determined in each of the following subjects: (Education Code 60119)

## 1. Mathematics

*(cf. 6142.92 - Mathematics Instruction)*

## 2. Science

*(cf. 6142.93 - Science Instruction)*

## 3. History-social science

*(cf. 6142.94 - History-Social Science Instruction)*

## 4. English language arts, including the English language development component of an adopted program

*(cf. 6142.91 - English/Language Arts Instruction)*

*(cf. 6174 - Education for English Language Learners)*

5. **World/Foreign** language

*(cf. 6142.2 - World/Foreign Language Instruction)*

## 6. Health

*(cf. 6142.8 - Comprehensive Health Education)*

Note: The following paragraph is for use by districts that maintain any of grades 9-12.
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The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. However, this does not require that each student have two sets of materials. The materials may be in a digital format as long as each student, at a minimum, has and can access the same materials in the

**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS** (continued)

class and to take home as all other students in the same class or course in the district and has the ability to use and access them at home. However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

Note: Education Code 1240.3 and 42605 specify that, for the 2008-09 through 2014-15 fiscal years, "sufficiency" means that all students in the district who are enrolled in the same course have "identical" standards aligned textbooks and instructional materials from the same adoption cycle. However, Education Code 1240.3 does not require districts to purchase all of the instructional materials included in an adoption cycle if the materials that are purchased are made available to all the students for whom they are intended in all of the schools within the district.

For example, fourth grade students at all district schools must have instructional materials from the same SBE science adoption cycle, though fourth grade students at different schools could be using materials from different publishers within the same adoption cycle. However, the district may use materials from different adoption cycles for grades K-3 and grades 4-8 since those students are not in the same "course."

The Board shall also make a determination that all students within the district who are enrolled in the same course have "identical" standards aligned textbooks or instructional materials from the same adoption cycle, as defined in Education Code 1240.3 and 60119. (Education Code 1240.3, 42605)

Note: The following paragraph is optional. Education Code 1240.3 authorizes the district, until July 1, 2015, to purchase the newest adopted instructional materials for the neediest schools in the district without incurring a duty to purchase these materials for students in other district schools. This provision will be used by the County Superintendent through fiscal year 2014-15 whenever he/she visits schools ranked in deciles 1-3 of the API to determine the sufficiency of instructional materials pursuant to Education Code 1240.

However, the district may purchase the newest adopted instructional materials for students in district schools ranked in deciles 1-3 of the base Academic Performance Index in any one of the past three school years without necessarily purchasing these materials for use in other district schools. (Education Code 1240.3)

Note: Pursuant to Education Code 60119, if the Board makes a determination that there are insufficient textbooks or instructional materials, the Board must take action to ensure that the materials are provided within two months of the beginning of the school year. The CDE's [Instructional Materials FAQ](#) states that, if a district has submitted purchase orders to the publisher to purchase materials to remedy the insufficiency, these materials should be received and made available to students by the end of the second month of the school year. Thus, districts are strongly encouraged to hold the public hearing as early in the school year as possible in order to provide sufficient time to correct any deficiencies.

If the Board determines that there are insufficient textbooks or instructional materials, it shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each

## **SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS** (continued)

student does not have sufficient textbooks or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

**The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)**

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

### **Complaints**

Note: Complaints regarding the contents of instructional materials are addressed in BP/AR 1312.2 - Complaints Concerning Instructional Materials. See AR 1312.4 - Williams Uniform Complaint Procedures for language regarding complaints about deficiencies in instructional materials.
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Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*Legal Reference: (see next page)*

## SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

### Legal Reference:

#### EDUCATION CODE

220 Prohibition against discrimination

1240 County superintendent, general duties

~~1240.3~~ Definition of sufficiency for categorical flexibility

33050-33053 General waiver authority

33126 School accountability report card

35272 Education and athletic materials

~~42605~~ Tier 3 categorical flexibility

44805 Enforcement of course of studies; use of textbooks, rules and regulations

49415 Maximum textbook weight

51501 Nondiscriminatory subject matter

**52060-52077 Local control and accountability plan**

60000-60005 Instructional materials, legislative intent

60010 Definitions

60040-60052 Instructional requirements and materials

60060-~~60062~~ **60063.5** Requirements for publishers and manufacturers

60070-60076 Prohibited acts (re instructional materials)

60110-60115 Instructional materials on alcohol and drug education

60119 Public hearing on sufficiency of materials

60200-60210 Elementary school materials

60226 Requirements for publishers and manufacturers

60350-60352 Core reading program instructional materials

60400-60411 High school textbooks

60510-60511 Donation for sale of obsolete instructional materials

60605 State content standards

60605.8 Common Core **State** Standards

60605.86-60605.88 Supplemental instructional materials aligned with Common Core **State** Standards

#### CODE OF REGULATIONS, TITLE 5

9505-9530 Instructional materials

### Management Resources:

#### CSBA PUBLICATIONS

~~Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009~~

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

##### Instructional Materials FAQ

01-05 Guidelines for Piloting Textbooks and Instructional Materials, ~~September 2001~~rev. January 2015

Standards for Evaluating Instructional Materials for Social Content, 2000-2013

#### WEB SITES

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

Association of American Publishers: <http://www.publishers.org>

California Academic Content Standards Commission, Common Core **State** Standards:

<http://www.scoe.net/castandards>

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

**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS**

## Resolution On Sufficiency Of Instructional Materials

Note: ~~As a condition of receiving instructional materials funding from any state source,~~ Education Code 60119 requires that the Governing Board hold an annual public hearing regarding the sufficiency of textbooks or other instructional materials and determine through a resolution whether each student has sufficient materials; see the accompanying Board policy. "Sufficient textbooks or instructional materials," as defined in Education Code 60119, means that each student in the district, including each English learner, has a standards-aligned textbook or instructional materials, which may include materials in a digital format under specified conditions, to use in class ~~or~~ **and** to take home.

The following sample resolution is based on the 2008 sample resolution developed by the California Department of Education (CDE) but has been updated to reflect new law. This resolution may be used to certify compliance with Education Code 60119.

Whereas, the Governing Board of the (*River Delta Unified School District*/~~county office of education~~), in order to comply with the requirements of Education Code 60119, held a public hearing on (*date*), at (*time*) o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learners, in the (*name of school district*/~~county office of education~~), and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Note: ~~Education Code 1240.3 and 42605 specify that, for the 2008-09 through 2014-15 fiscal years, "sufficiency" means that all students in the district who are enrolled in the same "course" have standards-aligned textbooks and instructional materials from the same adoption cycle; see the accompanying Board policy.~~



**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS** (continued)

Whereas, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the *(name of school district/county office of education)*, have standards aligned textbooks or instructional materials from the same adoption cycle, and;

Note: Pursuant to Education Code 60119, as amended by AB 1246 (Ch. 668, Statutes of 2012), a determination as to whether the instructional materials are "standards aligned" may be based on alignment to either state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 or the Common Core Standards adopted pursuant to Education Code 60605.8.

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or the Common Core **State** Standards adopted pursuant to Education Code 60605.8;

**Finding of Sufficient Textbooks or Instructional Materials**

Note: The following section is for use when the Board is making a finding that the district has "sufficient" materials. According to the CDE, Education Code 60119 requires documentation of sufficiency of textbooks or instructional materials to be presented at the public hearing. Survey forms are available on the CDE's web site which may be used as a self-study and county office validation tool for grades K-12.

Whereas, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

Note: To provide complete information about the basis for the Board's determination of sufficiency, the district may wish to include the names of the textbooks or instructional materials provided to students, as well as the applicable state adoption cycle.

- **Mathematics:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

Big Ideas (Larson)-Algebra 1 2015

Algebra 2 - California Algebra 2 (Prentice Hall) 2008

Geometry - California Geometry (Prentice Hall) 2008

Math Analysis - Precalculus: enhanced with graphing utilities (Prentice Hall) 2008

Math Expressions Houghton Mifflin 2015

Larson Big Ideas Math 6th grade Adopted 2014

- **Science:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

Earth Science - Holt Earth Science

2006 (Holt, Rinehart, Winston) - 2005

Biology and AG Biology - Biology (Holt Rinehart) 2008

Chemistry – Holt Chemistry 2007 (Holt, Rinehart, Winston) 2007



AP Physics – College Physics, 8th Ed (Brooks/Cole: Cengage Learning) 2009

Physics - Conceptual Physics (Pearson/ Prentice Hall) 2009

Houghton Mifflin K-6 Adopted 2008

- History-social science: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*  
 AP Government-Government in American: People, Politics and Policy-Pearson 2015  
 Prentice Hall Adopted 2005-2006  
 AP US History - America: the Narrative Story, 6th ed (Norton & Company 2007  
 Economics - Economics: Principles & Practices (Glencoe, McGraw-Hill) 2000  
 United States Government - United States Government: Democracy in Action  
 (Glencoe-McGraw-Hill) 2000  
 United States History - The Americas: Reconstruction through the 20<sup>th</sup> Century  
 (McDougal Littell) 2000  
 World History - World History: The Modern World (Prentice Hall) 2007  
 Houghton Mifflin K-6 Adopted 2007

#### SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

- adopted program: *(List adopted textbooks or instructional materials for this subject English language arts, including the English language development component of an for each grade level or school as well as applicable state adoption cycle.)*

McGraw-Hill StudySync Adopted 2016

McGraw-Hill Wonders K-6 Adopted 2016

Note: Pursuant to Education Code 60119, the Board must also include a written determination for the following subject areas, although these determinations are not a condition for receipt of state instructional materials funds.

- World/Foreign language:** *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*
- Spanish 1 - Avancemos : Level 1 (Holt McDougal) 2007)
- Health: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

Note: The following paragraph is for use by districts that maintain grades 9-12. The Board may provide a list of the science laboratory classes offered in grades 9-12 and details on the science laboratory equipment available for these classes.

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the (*year*) school year, the (*name of school district/county office of education*) has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

**Finding of Insufficient Textbooks or Instructional Materials**

Note: The following section is for use when the Board is making a finding of "insufficient" materials. Education Code 60119 requires that the Board's resolution list, for each school for which an insufficiency exists, the percentage of students at each grade level who lack sufficient materials in each of the subject areas listed below. ~~The provision of sufficient foreign language and health materials is not a condition of receipt of instructional materials funds.~~

Whereas, information provided at the public hearing and to the Board at the public meeting detailed that insufficient standards-aligned textbooks or instructional materials were provided to students in the following subjects and grade levels at district schools: (*For each school,*

**SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS** (continued)

*list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in mathematics, science, history-social science, English language arts, world/foreign language, and health.)*

**0% Students lacking own assigned copy**

Whereas, sufficient textbooks or instructional materials were not provided at each school listed above due to the following reasons: (*For each school at which there is an insufficiency, list the reasons that each student does not have sufficient instructional materials in each subject and grade level listed above.*)

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Therefore, it is resolved, that for the (*year*) school year, the (*River Delta Unified School District/county office of education*) has not provided each student with sufficient textbooks or instructional materials that are consistent with the cycles and content of the curriculum framework, and;

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient standards-aligned textbooks or instructional materials in all subjects that are consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made. (*List actions to be taken to resolve insufficiency. See Education Code 60119(a)(2)(B) for other funds that may be used to ensure sufficient instructional materials.*)

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PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at a meeting, by  
the following vote: E 6161.1(e)

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

Policy  
adopted:

RIVER DELTA UNIFIED SCHOOL DISTRICT  
Approx. October 10, 2017

DRAFT

**MELLO-ROOS DISTRICTS**

Note: The Mello-Roos Community Facilities Act (Government Code 53311-53368.3) authorizes school districts to establish a community facilities district **(CFD)** (also referred to as a Mello-Roos district) for **specified** school facility purposes. The boundaries of the **community facilities district CFD** 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 CFD** are paid for by a parcel tax or assessment on the properties within that **community facilities district's CFD's** boundaries.

~~AB 373 (Ch. 670, Statutes of 2007) made numerous changes to the laws regarding community facilities districts as well as the laws governing school facilities improvement districts, including amending Education Code 15302 to delete the prohibition on a new school facilities improvement district from including the territory of an existing community facilities district. See BP 7213 - School Facilities Improvement Districts. Because the laws regarding formation of a Mello-Roos district are complex, districts should consult legal counsel, as appropriate.~~

The Governing Board desires to provide adequate facilities in order to enhance student learning and to help the district achieve its vision for educating district students. ~~To~~ **Toward** that end, the Board may order the formation of a community facilities **district (CFD)** ~~(Mello-Roos district)~~ for the acquisition or improvement of school facilities when, in the Board's judgment, it is ~~advisable and~~ in the best interest of district students and the community. **The issuance of debt through the CFD shall be consistent with law and the district's debt management policy.**

**(cf. 3470 - Debt Issuance and Management)**

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7210 - Facilities Financing)

(cf. 7211 - Developer Fees)

(cf. 7213 - School Facilities Improvement Districts)

Note: Pursuant to Government Code 53318, the Governing Board may initiate the proceedings to establish a **community facilities district CFD**. In addition, Government Code 53318 specifies that the Board must institute such proceedings when two members of the Board have filed a written request or a specified percentage of **registered** voters or landowners in the district file a written petition requesting that the district establish a **community facilities district CFD**. The petition or request must describe the boundaries of the territory and specify the types of facilities and services to be financed by the proposed district.

~~The Board may initiate the p~~**Proceedings to establish a community facilities district CFD may be instituted at the Board's discretion. In addition, such proceedings shall be instituted . In addition, the Board shall initiate such proceedings when a written request to establish a CFD has been filed by any two Board members, have filed a written request or a specified percentage of voters or landowners have filed a petition requesting such a district be formed, or a petition has been submitted by at least 10 percent of registered voters**

**residing within the territory of the proposed CFD or by the owners of at least 10 percent of the area of land to be included within the proposed CFD. (Government Code 53317 53318)**

Note: Government Code 53312.7, ~~as amended by AB 373 (Ch. 670, Statutes of 2007),~~ **mandates** that districts establishing a ~~community facilities district~~ **CFD** first adopt local goals and policies, as specified below. ~~Government Code 53312.7 also mandates a district policy giving attendance priority to children of residents in the community facilities district. For language fulfilling this mandate, see BP 5116 - School Attendance Boundaries.~~ **At the district's discretion, the following list may be modified to reflect the district's goals and policies related to each required component. The district may also reference any other district policies that may be applicable to the mandated components, such as BP 7110 - Facilities Master Plan, BP 7210 - Facilities Financing, or BP 3470 - Debt Issuance and Management.**

Prior to ~~forming a community facilities district~~ **initiating proceedings to form a CFD**, the Board shall consider and adopt local goals and policies that include the following elements: (Government Code 53312.7)

1. The priority that various facilities shall have for financing through the ~~community facilities district~~ **Mello-Roos Community Facilities Act**, including public facilities to be owned and operated by other public agencies and services to be provided by other public agencies
2. The credit quality to be required of bond issues and criteria to be used in evaluating the credit quality
3. Steps by which prospective property purchasers will be fully informed about their related taxpaying obligations
4. Criteria for evaluating the equity of tax allocation formulas, including desirable and maximum amounts of special tax to be levied against any parcel
5. Definitions, standards, and assumptions to be used in appraisals required by Government Code 53345.8

Note: Government Code 53312.7 **mandates** a district policy giving attendance priority to children ~~of residents in the CFD who reside within the territory of the proposed CFD.~~ **For language fulfilling this mandate, see BP 5116 - School Attendance Boundaries for additional language fulfilling this mandate.**

6. **To the extent authorized by law, priority for students residing within the CFD to attend schools financed in whole or in part by the CFD, in a manner that reflects the proportion of each school's financing provided through the CFD**

*(cf. 5116 - School Attendance Boundaries)*

BP 7212(c)

**Within 45 days of receiving a written request or petition to establish a CFD, the Board shall determine a fee to be paid by the requesters or petitioners which shall be sufficient to compensate the district for the costs incurred in conducting proceedings to create the CFD. Proceedings for establishing the CFD shall only be initiated after payment of the fee. (Government Code 53318)**

Note: **As amended by AB 373 (Ch. 670, Statutes of 2007),** Government Code 53320 requires that, within 90 days after the request or petition has been filed and any fee required under Government Code 53318 has been paid, the Board must adopt a resolution of intention to establish a **community facilities district CFD**. Specified components of the resolution are listed in Government Code 53321 and include, but are not limited to, a description of the boundaries of the district and a description of the public facilities and services that will be financed by the proposed district. Legal requirements for the hearing are detailed in Government Code 53323-53325.

Upon Board action to form a **community facilities district CFD**, or **within 90 days after the receipt of a petition or request to form a CFD and the payment of any applicable fee**, the Board shall adopt a resolution of intention and conduct a hearing in accordance with law. The resolution shall fix the time and place for holding a public hearing on the establishment of the **community facilities district CFD**, which shall be within 30-60 days after the adoption of the resolution. Notice of the hearing shall be given by publishing **a copy the text or a summary of the resolution of intention once**, in a newspaper of general circulation **pursuant to Government Code 6061, starting published in the area of the proposed CFD**, at least seven days before the hearing, and shall include **the other requirements specified in Government Code 53322 and 53322.4. Notice of the hearing may also be sent by first-class mail to each registered voter and to each landowner within the proposed CFD.** (Government Code **53320**, 53321, 53322, 53322.4)

If, after the hearing, the Board **determines decides** to establish a **community facilities district CFD**, the Board shall adopt a resolution of formation in accordance with law. (Government Code 53325, 53325.1)

Note: **Government Code 53326 provides that the election on the levy of special taxes must be held 90-180 days following the adoption of the resolution of formation. However, any election to be held less than 125 days following the adoption of the resolution of formation requires the concurrence of the elections official. Because the levy of special taxes involves technical and complex provisions of law, districts are advised to consult legal counsel when contemplating the levy of a special tax.**

**If a special tax is proposed to be levied in the CFD, the Board shall submit the resolution of formation and other information specified in Government Code 53326 to the elections official within three business days after the adoption of the resolution of formation, and the question of levying the special tax shall be submitted to the qualified electors of the proposed CFD in accordance with law. (Government Code 53326)**

BP 7212(d)

Upon approval by two-thirds of the voters in the proposed community facilities district CFD, the tax may be levied in accordance with Government Code 53340. (Government Code 53328)

Whenever the Board deems it necessary for the CFD to incur a bonded indebtedness, it shall follow the procedures specified in Government Code 53345-53365.7, as applicable.

The proceeds of any bonds, notes, or other securities issued pursuant to the Mello-Roos Community Facilities Act shall be deposited or invested in accordance with Government Code 53356.03.

Note: Pursuant to Government Code 53343.2, as amended by AB 1666 (Ch. 93, Statutes of 2016), any local agency that has established a CFD, such as a school district, is required to post on its web site the information listed below. If the school district is not the issuing agency, it is recommended that it provide a link on the district web site that accesses the required information on the issuing agency's web site.

The Superintendent or designee shall, within seven months after the last day of each fiscal year, prominently display the following reports on the district's web site: (Government Code 53343.2)

1. A copy of an annual report for that fiscal year, if requested pursuant to Government Code 53343.1
2. A copy of the report provided to the California Debt and Investment Advisory Commission pursuant to Government Code 53359.5
3. A copy of the report provided to the State Controller's Office pursuant to Government Code 12463.2

(cf. 3460 - Financial Reports and Accountability)

Legal Reference: (see next page)

BP 7212(e)

*Legal Reference:*

EDUCATION CODE

15300-15425 School facilities improvement districts

17060-17066 Joint venture school facilities construction projects

GOVERNMENT CODE

6061 One time notice

**12463.2 Reports**

**17556 Payment of costs mandated by the state**

53311-53368.3 Mello-Roos Community Facilities Act of 1982

53753 Assessment notice and hearing requirements

53753.5 Exemptions

54954.1 Mailed notice to property owners

54954.6 New or increased tax or assessment; public meetings and hearings; notice

65970-65981 School facilities development project

65995 Levies against development projects

CODE OF REGULATIONS, TITLE 2

1859-1859.106 School facility program

*Management Resources:*

CSBA PUBLICATIONS

**Bond Sales – Questions and Considerations for Districts, 2012**

**Maximizing School Board Governance: School Facilities Management, 2006**

WEB SITES

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

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

California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

**Coalition for Adequate School Housing: <http://www.cashnet.org>**

Policy  
adopted:

RIVER DELTA UNIFIED SCHOOL DISTRICT  
Approx. October 10, 2017

**Board Bylaws**

BB 9121(a)



## PRESIDENT

Note: Education Code 35022 requires any board with five or more members to elect a president from among its members. The election of the Governing Board president at the annual organizational meeting is addressed in BB 9100 - Organization.

The law does not specify the duties of a Board president. The following **optional** bylaw details some typical duties of a Board president, ~~as outlined in CSBA's publication *Board Presidents' Handbook*~~ and should be modified to reflect district practice.

The Governing Board shall elect a president from among its members to provide leadership on behalf of the **Board governance team** and the educational community it serves.

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9100 - Organization)*

~~The president shall preside at all Board meetings. He/she shall:~~ **To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:**

1. Call such meetings of the Board as he/she may deem necessary, giving notice as ~~prescribed~~ **required by law**

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

- ~~1.~~ **2.** Call the meeting to order at the appointed time **and preside over the meeting**

- ~~2.~~ **3.** Announce the business to come before the Board in its proper order

- ~~3.~~ **4.** Enforce the Board's **policies-bylaws** relating ~~ing~~ to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act

- ~~4.~~ **5.** Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference

- ~~5.~~ **Explain what the effect of a motion would be if it is not clear to every member**

**PRESIDENT** (continued)

~~6. Restrict discussion to the question when a motion is before the Board~~

**6. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused**

**7.** Rule on issues of parliamentary procedure

**8.** Put motions to a vote, and **state** clearly **state** the results of the vote

~~9. Be responsible for the orderly conduct of all Board meetings~~

*(cf. 9323 - Meeting Conduct)*

The president shall have the same rights as other members of the Board, including the right to ~~move, second, discuss, and vote on all questions~~ **matters** before the Board.

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts, ~~and~~ orders, **and resolutions** necessary to **comply with legal requirements and** carry out ~~state requirements and~~ the will of the Board

~~2. Consulting with the Superintendent or designee on the preparation of the Board's agendas~~

*(cf. 9322 - Agenda/Meeting Materials)*

~~3.~~ **2.** Working with the Superintendent **or designee** to ensure that Board members have necessary materials and information

~~4.~~ **3.** Subject to Board approval, appointing and dissolving all committees

*(cf. 9130 - Board Committees)*

~~5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law~~

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

~~6.~~ **4.** **In conjunction with the Superintendent or designee, R**representing the district as ~~governance the Board's~~ spokesperson **in communications with the media** ~~in conjunction with the Superintendent~~

**PRESIDENT** (continued)

*(cf. 1112 - Media Relations)*

**5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels**

The president shall have the same rights as other members of the Board, including the right to move, second, discuss and vote on all questions before the Board.

**Note: The following paragraph is optional. See CSBA's web site for information about CSBA's Board President's Workshop and other education opportunities that could assist board presidents in fulfilling their responsibilities, such as the Brown Act workshop, Annual Education Conference and Trade Show, and Masters in Governance program.**

**The president shall participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.**

*(cf. 9240 - Board Training)*

Note: Districts should select the appropriate option below.

When the president resigns or is absent **or disabled**, the vice president shall perform the president's duties. When both the president and vice president are absent **or disabled**, the clerk shall perform the president's duties.

*(cf. 9123 - Clerk)*

*Legal Reference: (see next page)*

BB 9121(d)

**PRESIDENT** (continued)

*Legal Reference:*

EDUCATION CODE

35022 *President of the board*

35143 *Annual organizational meetings; dates and notice*

GOVERNMENT CODE

54950-54963 *Ralph M. Brown Act*

*Management Resources:*

CSBA PUBLICATIONS

*Call to Order: A Blueprint for Great Board Meetings, 2015*

*Board Presidents' Handbook, revised 2002*

*CSBA Professional Governance Standards, 2000*

*Maximizing School Board Leadership: Boardsmanship, 1996*

WEB SITES

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

Policy  
adopted:

**CSBA Sample**

RIVER DELTA UNIFIED SCHOOL DISTRICT  
Approx. October 10, 2017

# Board Bylaw

## Board Bylaws

BB 9220(a)

### GOVERNING BOARD ELECTIONS

#### Board Member Qualifications

Note: Education Code 35107 **and Elections Code 20** details eligibility for Governing Board membership as specified below. In 81 Ops.Cal.Atty.Gen. 98 94 (1998), the Attorney General opined that the residency requirement in Education Code 35107 is a continuing requirement for holding the office during the entire term of the Board member.

~~Pursuant to Elections Code 20, as added by AB 2410 (Ch. 160, Statutes of 2012), any person who has been convicted of a felony involving bribery, offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or of conspiracy to commit any of these crimes, under California law or the law of any other state, the federal government, or a foreign government or country, is ineligible to be elected or to hold state or local public office unless he/she has received a pardon from the Governor or other authority as specified.~~

~~In addition, a A~~ person is ineligible to hold public office if he/she is not registered to vote. Elections Code 2201 lists the causes for cancelling an individual's voter registration and making him/her ineligible to hold public office ~~as~~ including, **but not limited to**, legally established mental incompetency, proof that the person is presently imprisoned or on parole for conviction of a felony, or official notification that the voter is registered **to vote** in another country or state.

Any person is eligible to be a member of the Governing Board, without further qualifications, if he/she is 18 years of age or older, a citizen of California, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or **be elected as** a Board member except when he/she has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

Note: Pursuant to Education Code 35107, a district employee elected to serve on the district Board must resign his/her employment before being sworn into office as a Board member.

~~Pursuant to Education Code 1006, as added by AB 1662 (Ch. 499, Statutes of 2012), employees of a school district may now be are~~ eligible to run for the county board of education seat as long as their school district employer is not within the jurisdiction of the county board.

A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 - Oath of Affirmation)

(cf. 9270 - Conflict of Interest)

BB 9220(b)

## GOVERNING BOARD ELECTIONS (continued)

Note: The following paragraph is optional. See CSBA's web site for information about school board service that may be shared with candidates.

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

(cf. 9230 - Orientation)

(cf. 9240 - Board Training)

### Consolidation of Elections

Note: The following optional section is for districts that currently hold their Board elections at a time that is not concurrent with municipal or statewide elections.

Education Code 5000 and Elections Code 1302 require the regular election of Board members to be held on the first Tuesday after the first Monday in November of each odd-numbered year. However, in accordance with Pursuant to Elections Code 1302 and 10404.5, districts are authorized to request consolidation of their Board elections with the local municipal or state primary or general election by adopting a Board resolution and submitting it to the County Board of Supervisors for approval. Within 30 days following approval by the County Board of Supervisors, the elections official will notify all registered voters in the district of the change of election date.

Whenever a change is made to a district's election cycle, the terms of office of incumbent Board members must be extended accordingly. In addition, before making any rule changes that may affect voting in their elections, districts within Kings, Monterey, and Yuba counties must obtain prior approval of the U.S. Department of Justice (preclearance), pursuant to 42 USC 1973-1973aa-6 (the federal Voting Rights Act). For these reasons, districts should explore the full ramifications of proposed changes to their election rules and should consult legal counsel when necessary.

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302. Board election procedures shall be conducted in accordance with state and federal law.

Note: Pursuant to Elections Code 14051-14052, as added by SB 415 (Ch. 235, Statutes of 2015), districts are required to hold elections concurrent with statewide elections if holding nonconcurrent elections has previously resulted in a "significant decrease" in voter turnout. Pursuant to Elections Code 14051, a significant decrease has occurred when voter turnout for a regularly scheduled election held on a nonconcurrent date is at least 25 percent less than the average local turnout for the previous four statewide general elections. A district that holds Board elections other than on a statewide elections date may only delay the consolidation if, by January 1, 2018, it has adopted a plan to consolidate elections

## GOVERNING BOARD ELECTIONS (continued)

by November 8, 2022. It is recommended that districts with nonconcurrent elections review the voter turnout for their recent elections, consult with legal counsel, and, as necessary, prepare and approve a plan by January 1, 2018 to move their election to a statewide election date. For a further analysis of SB 415, see CSBA's [Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections](#).

Districts consolidating their elections due to low voter turnout should follow the procedures specified in Elections Code 1302, including the adoption of a Board resolution.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

(cf. 9110 - Terms of Office)

### Elections Process and Procedures

Note: Pursuant to Education Code 5019, except in a school district governed by a board of education subject to a city or city and county charter, ~~each the~~ county committee on school district organization is authorized, ~~for the districts within its jurisdiction,~~ to establish trustee areas, rearrange boundaries of trustee areas, increase, decrease, or abolish trustee areas, and recommend any of three alternate methods of electing Board members as specified below and in Education Code 5030. **In addition, Education Code 5019 specifies that each county committee may approve or disapprove a proposal to decrease the membership of a board from five to three for any district whose average daily attendance during the preceding year was less than 300.** A proposal for any of these purposes ~~described above~~ may be initiated by the county committee, by a petition filed by voters, or by the ~~governing board of the school district~~ **Board.**

Option 1 below is for districts that use the "by trustee area" method to elect Board members (i.e., voters in each trustee area elect the candidate to represent their area), Option 2 is for districts that use the "at-large" method (i.e., all voters cast ballots for all candidates within the district), and Option 3 is for districts that use the "from trustee area" or "hybrid" method (i.e., Board members must reside within designated trustee areas but are elected by voters throughout the district "at-large").

~~Pursuant to Education Code 1000-1001, elections to fill county boards of education are required to be conducted based on the "by trustee area" voting method.~~

## GOVERNING BOARD ELECTIONS (continued)

### (Election from trustee area/hybrid method)

Each Board member shall reside within the trustee area that he/she represents but shall be elected by all voters in the district.

Note: The remainder of this section is for districts using Option 2 or 3 and may be revised to reflect district practice. Such districts should periodically monitor the demographics within their geographical boundaries to ensure that no violation of the CVRA occurs. Any district found in violation of the CVRA could be held liable for attorneys' fees and legal costs. **Elections Code 10010, as amended by AB 350 (Ch. 737, Statutes of 2016), requires that a prospective plaintiff send written notice to the district prior to filing a complaint alleging that the method of election violates the CVRA so that the district will have the chance to cure any potential violations before the commencement of litigation. Even if the district cures the alleged violations, it may be required to pay reasonable costs incurred in supporting the written notice.**

DRAFT



## GOVERNING BOARD ELECTIONS (continued)

To ensure ongoing compliance with the California **and federal** Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

Note: Converting from an "at-large" (Option 2) to a "by trustee area" (Option 1) voting method involves complex issues of law regarding matters such as the redrawing of maps, required approvals, and transition dates. **Elections Code 10010, as amended by AB 350 (Ch. 737, Statutes of 2016), requires the Board to hold hearings before and after drawing maps of the proposed district boundaries to allow for public input. If Board members will be elected at different times for staggered terms of office, hearings held after publishing the draft map(s) are required to include public input regarding the proposed sequence of elections.** Any district that is considering switching to "by trustee area" election method should consult legal counsel as necessary.

If the Board determines that a change is necessary, it shall **hold public hearings in accordance with Elections Code 10100 before** adopting a resolution at an open meeting specifying the change(s), and shall, in accordance with Education Code 5019, **or other applicable provisions of law**, obtain approval from the county committee on school district organization having jurisdiction over the district.

(cf. 9320 - Meetings and Notices)

### Campaign Conduct

Note: Education Code 35177 has long authorized boards, by resolution, to limit campaign expenditures and/or contributions for candidates in board elections. However, in June 2006, the U.S. Supreme Court held in Randall v. Sorrell that limits on campaign expenditures are unconstitutional and violate a candidate's right to free speech. The court did hold that limits on contributions to candidates could be constitutional if such limits are not overly restrictive, allow candidates to compete in the race, and do not operate to protect incumbents. However, because Education Code 35177 provides no mechanism for the district to enforce any contribution limits set by the Board, such limits would be completely voluntary, and other candidates **and/or** the Board would have no **remedy recourse** in the event of noncompliance by a candidate. It is strongly recommended that, before adopting voluntary contribution limits under the authority granted in Education Code 35177, the Board consult legal counsel in order to ensure that the district's limits satisfy legal restrictions.

**All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.**

Note: The following paragraph is optional. Government Code 85300 generally prohibits the expenditure of public funds for the purpose of seeking elective office. However, as amended by SB 1107 (Ch. 837, Statutes of 2016), Government Code 85300 permits a candidate to expend or accept public funds for the purpose of seeking elective office if the Board establishes a dedicated fund for that purpose, provided that both (1) the public funds are available to all qualified, voluntarily participating candidates for the same office without regard to incumbency or political party preference, **and** (2) **the**

## GOVERNING BOARD ELECTIONS (continued)

Board has established criteria for determining a candidate's qualifications. For school board elections, candidate qualifications are specified in state law (see section "Board Member Qualifications" above), and districts should not establish additional qualification requirements. It is recommended that the district consult legal counsel when establishing a dedicated fund for those seeking election to the Board.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

Note: Pursuant to Elections Code 20440, county election officials **are required to** present each candidate running for public office with a voluntary Code of Fair Campaign Practices for the candidate to sign. The pledge states the candidate's intent to conduct his/her campaign openly and fairly and provides that the candidate may not use or permit negative prejudice based on another candidate's race, religion, physical or mental disability, sex, gender, **gender identity, gender expression**, sexual orientation, or any other prohibited category of discrimination listed in Government Code 12940. Although neither the district nor opposing candidates have authority to enforce the pledge if it is violated, a candidate's signature is a matter of public record. The following **optional** paragraph expresses the Board's desire that candidates for Board membership sign and abide by the terms of the pledge.

~~The following **optional** paragraph expresses the Board's desire that candidates for Board membership sign and abide by the terms of the pledge.~~

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

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

*(cf. 9005 - Governance Standards)*

### Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

*(cf. 9223 - Filling Vacancies)*

## GOVERNING BOARD ELECTIONS (continued)

Note: Pursuant to Elections Code 13307, the candidate statement is limited to 200 words (Option 1 below), unless the Board has authorized an increase to a 400-word maximum (Option 2 below).

**Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet.** Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

Note: The following optional paragraph is for use by any district that authorizes electronic distribution of candidate statements in addition to or instead of the mailed voter's pamphlet. Pursuant to Elections Code 13307, a voter may receive by mail a voter's pamphlet that contains candidate statements or, when authorized by the elections official, may opt to obtain the voter's pamphlet and related materials electronically (i.e., from the elections official's web site or via email). If a candidate chooses to submit a statement for electronic distribution only, it will not appear in the mailed voter's pamphlet.

When electronic distribution is authorized by the elections official, districts may choose, pursuant to Elections Code 13307, as amended by AB 2010 (Ch. 128, Statutes of 2016), whether or not to permit Board candidates to prepare a statement for electronic distribution. The following paragraph may be revised to reflect district practice.

**When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.**

Note: Prior to the beginning of the nominating period, Elections Code 13307, as amended by AB 2010 (Ch. 128, Statutes of 2016), requires the Board to determine whether to have the district assume the costs of producing candidate statements of qualifications (Option 1 below) or to charge candidates for the costs (Option 2 below), regardless of whether the statements are for hard copy or electronic distribution. In 85 Ops.Cal.Atty.Gen. 49 (2002), the Attorney General opined that Elections Code 13307, which authorizes the district to pay for the distribution of candidate statements, does not conflict with Education Code 7054, which prohibits the use of district resources for campaign purposes. According to the Attorney General, distributing campaign statements cannot be considered campaigning for any particular candidate in a partisan manner so as to conflict with the Education Code prohibition.

**Option 1 below is for districts that assume the costs associated with producing candidate statements, and Option 2 is for districts that charge candidates for the costs. The following options may be revised to reflect the method of distribution (i.e., electronic and/or hard copy) used by the district.**

## GOVERNING BOARD ELECTIONS (continued)

The district shall assume no part of the cost of printing, handling, translating, ~~or mailing,~~ **or electronically distributing** ~~of~~ candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the **hard copy and/or electronic** voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

### **Tie Votes in Board Member Elections**

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

*Legal Reference: (see next page)*

## GOVERNING BOARD ELECTIONS (continued)

### Legal Reference:

#### EDUCATION CODE

~~1000 Composition, and trustee area, county board of education~~

1006 Qualifications for holding office, county board of education

5000-5033 Elections

5220-5231 Elections

5300-5304 General provisions (conduct of elections)

5320-5329 Order and call of elections

5340-5345 Consolidation of elections

5360-5363 Election notice

5380 Compensation (of election officer)

5390 Qualifications of voters

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions

7054 Use of district property

35107 Eligibility; school district employees

35177 Campaign expenditures or contributions

35239 Compensation of governing board member of districts with less than 70 ADA

#### ELECTIONS CODE

20 Public office eligibility

1302 Local elections, school district election

2201 Grounds for cancellation

4000-~~4004~~ 4008 Elections conducted wholly by mail

**10010 District boundaries**

10400-10418 Consolidation of elections

10509 Notice of election by secretary

10600-10604 School district elections

13307 Candidate's statement

**13308 Candidate's statement contents**

13309 Candidate's statement, indigence

14025-14032 California Voting Rights Act

**14050-14057 California Voter Participation Rights Act**

20440 Code of Fair Campaign Practices

#### GOVERNMENT CODE

1021 Conviction of crime

1097 Illegal participation in public contract

12940 Nondiscrimination, Fair Employment and Housing Act

81000-91014 Political Reform Act

#### PENAL CODE

68 Bribes

74 Acceptance of gratuity

424 Embezzlement and falsification of accounts by public officers

661 Removal for neglect or violation of official duty

#### CALIFORNIA CONSTITUTION

Article 2, Section 2 Voters, qualifications

Article 7, Section 7 Conflicting offices

Article 7, Section 8 Disqualification from office

#### UNITED STATES CODE, TITLE 42 52

~~1973-1973aa-6~~ **10301-10508** Voting Rights Act

Legal Reference continued: (see next page)

BB 9220(j)

## GOVERNING BOARD ELECTIONS (continued)

*Legal Reference: (continued)*

### COURT DECISIONS

Rey v. Madera Unified School District, (2012) ~~138 Cal. Rptr. 3d 192-203~~ **Cal. App. 4th 1223**

Randall v. Sorrell, (2006) 126 S.Ct. 2479

Sanchez v. City of Modesto, (2006) ~~51 Cal. Rptr. 3d 821~~ **145 Cal. App. 4th 660**

Dusch v. Davis, (1967) 387 U.S. 112

### ATTORNEY GENERAL OPINIONS

85 Ops. Cal. Atty. Gen. 49 (2002)

83 Ops. Cal. Atty. Gen. 181 (2000)

81 Ops. Cal. Atty. Gen. ~~98~~ **94** (1998)

69 Ops. Cal. Atty. Gen. 290 (1986)

*Management Resources:*

### **CALIFORNIA SCHOOL BOARDS ASSOCIATION PUBLICATIONS**

**Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017**

### WEB SITES

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

California Secretary of State's Office: <http://www.ss.ca.gov> <http://www.sos.ca.gov>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute for Local Self Government: <http://www.ca-ilg.org>

Policy  
adopted:

**CSBA Sample  
Board Bylaw**

RIVER DELTA UNIFIED SCHOOL DISTRICT  
Approx. October 10, 2017

**ORIENTATION**

Note: The following **optional** bylaw may be revised to reflect district practice.

**Board Candidate Orientation**

Note: CSBA's School Board Leadership publication is designed to assist Governing Board candidates and other community members by providing answers to frequently asked questions about school Board service, including Board roles and responsibilities, how to work effectively as a governance team, and requirements for becoming a Board member.

Pursuant to Elections Code 20440, when filing to run for public office, the county elections official presents each candidate with a voluntary Code of Fair Campaign Practices for the candidate to sign. For language regarding the Board's intent that candidates for the Board adhere to those fair campaign principles, see BB 9220 – Governing Board Elections.

The Governing Board desires to provide Board candidates with information that will enable them to understand the responsibilities and expectations of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities and the county election official's contact information.

*(cf. 9200 – Limits of Board Member Authority)*  
*(cf. 9220 – Governing Board Elections)*  
*(cf. 9270 – Conflict of Interest)*

The Board encourages all candidates to attend public Board meetings during the period of their candidacy. Candidates shall have the same access as members of the public to district staff and information.

*(cf. 1340 – Access to District Records)*  
*(cf. 9011 – Disclosure of Confidential/Privileged Information)*

**New Board Member Orientation**

Note: The following **optional** bylaw may be revised to reflect district practice. In addition to providing new **Governing** Board members with information about district programs and operations, it is recommended that new Board members be provided information and professional development regarding the roles and responsibilities of the Board (see BB 9000 - Role of the Board) and professional governance standards agreed upon by the Board (see BB 9005 - Governance Standards). **The provision of information to Board candidates regarding the district and/or Board responsibilities is addressed in BB 9220 - Governing Board Elections.**

**The Governing Board recognizes the importance of providing all newly elected or appointed Board members with support and information to assist them in becoming effective members of the Board. Incoming Board members shall be provided an orientation designed to build their knowledge of the district and an understanding of the responsibilities of their position. Such orientation may include the provision of information, support, and/or training related to Board functions, policies, protocols, and standards of conduct.**

*(cf. 9000 - Role of the Board)*

*(cf. 9220 - Governing Board Elections)*

*(cf. 9223 - Filling Vacancies)*

**Note: Pursuant to Government Code 54952.2, if a majority of Board members congregate at the same time and location to hear or discuss matters within the jurisdiction of the Board, the meeting must be open to the public and proper notice provided; see BB 9320 - Meetings and Notices. The following optional paragraph provides for orientation meetings to be held with all members of the Board during a public Board meeting and may be revised to reflect district practice.**

**As early as possible following the election or appointment of Board members, one or more orientation sessions shall be held during open meeting(s) of the Board. The Board president and the Superintendent or designee shall develop an agenda for the meeting(s) and shall identify resources that may be useful for incoming Board members.**

*(cf. 9121 - President)*

~~The Board shall convene a meeting to provide an orientation and information to incoming Board members to assist them in understanding the Board's functions, policies, procedures, protocols, and agreed upon standards of conduct. Incoming Board members shall receive the district's policy manual and other materials related to the district and Board member responsibilities.~~

**Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Government Code 54952.7, the Board may require that a copy of the Brown Act be given to each member of the Board and any person elected to the Board who has not yet assumed the duties of office. Government Code 54952.1 states that persons elected to serve as Board members, even if they have not yet assumed office, are subject to the requirements of the Brown Act as soon as they are elected.**

Upon their election **or appointment**, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office. **Additional information for incoming Board members may include, but is not limited to, Board bylaws related to the limits of individual Board member authority, the conduct of Board meetings, and other Board operations; governance standards for ethical conduct; legal requirements**

BB 9230(c)

**ORIENTATION** (continued)



**related to conflict of interest and prohibited political activity; protocols for speaking with district staff, members of the public, and the media; and publications on effective governance practices.**

*(cf. 1112 - Media Relations)*

*(cf. 1160 - Political Processes)*

*(cf. 9005 - Governance Standards)*

*(cf. 9010 - Public Statements)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

*(cf. 9012 - Board Member Electronic Communications)*

*(cf. 9200 - Limits of Board Member Authority)*

*(cf. 9270 - Conflict of Interest)*

*(cf. 9323 - Meeting Conduct)*

**In addition, the Superintendent may or designee shall provide incoming Board members with additional specific background and information regarding the district, including, but not limited to, the district's vision and goals statements, operations, and current challenges in areas that include, but are not limited to, student achievement, curriculum, finance, facilities, policy, human resources, and collective bargaining. local control and accountability plan and other comprehensive plans, student demographic data, student achievement data, district policy manual, district budget, and minutes of recent open Board meetings.**

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0400 - Comprehensive Plans)*

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

**The Superintendent or designee may offer incoming Board members a tour of district schools and facilities, and may introduce them to district and school site administrators and other staff.**

**Incoming members are encouraged to attend Board meetings and review agenda materials available to the public in order to become familiar with current issues facing the district.**

**Note: See CSBA's web site for information about CSBA conferences and workshops that address the needs of new Board members, including its Orientation for New Trustees, Institute for New and First-Term Board Members, and other education opportunities related to governance basics.**

**Pursuant to Government Code 54952.2, 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. See BB 9240 - Board Training and BB 9320 - Meetings and Notices.**

BB 9230(d)

Incoming members **also may be encouraged**, at district expense and with approval of the Board, **to attend the California School Boards Association's Orientation for New Trustees, Institute for New and First-Term Board Members, and** workshops and conferences relevant to their individual needs **or to the needs of the individual member**, the Board as a whole, or the district.

(cf. 9240 - Board Training)

**(cf. 9320 - Meetings and Notices)**

*Legal Reference:*

EDUCATION CODE

33360 Department of Education and statewide association of school district boards; annual workshops

33362-33363 Reimbursement of expenses; board member or member-elect

ELECTIONS CODE

~~13307 Candidate's statement~~

~~20440 Code of Fair Campaign Practices~~

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act, especially:

54952.1 Member of a legislative body

**54952.2 Open meeting laws; posting agenda; board actions**

54952.7 Copies of Brown Act to board members

*Management Resources:*

CSBA PUBLICATIONS

~~School Board Leadership, 2007~~

~~Professional Governance Standards for School Boards, 2000~~

~~The Brown Act: School Boards and Open Meeting Laws, rev. 2007~~ 2009

~~Guide to Effective Meetings, 2007~~

~~Maximizing School Board Leadership, 1996~~

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

~~Becoming a Better Board Member: A Guide to Effective School Board Service, 2006~~

WEB SITES

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

~~Fair Political Practices Commission: <http://www.fppe.ca.gov>~~

~~National School Boards Association: <http://www.nsba.org>~~

BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: October 10, 2017

Attachments: \_\_\_\_\_  
Item no. 12

From: Bonnie Kauzlarich, Director of Personnel

SUBJECT Elimination of Special Ed  
Instructional Assistant IV

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

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

Background Eliminate Instructional Assistant IV 1 on 1 support for Special Ed student at D.H. White School, as determined by the IEP team.

Status: IEP team determined at its meeting on 8/31/17 to eliminate, the Instructional Assistant IV, 1 on 1 support, for special education student at D.H. White School for 6.50 hours per day.

Presenter: Kathy Wright, Dir. of Ed Services & Danielle Tharp, Special Ed Coordinator

Other People Who Might Be Present:

Cost &/or Funding Sources

Recommendation: That the Board approve the Elimination of the Instructional Assistant IV at D.H. White School of 6.50 hrs/day.

Time: \_\_\_3 Mins\_\_\_\_\_

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



**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 2017

Attachments:  X

From: Don Beno, Superintendent

Item Number: 13

**SUBJECT**

Request to approve the Comprehensive District Safety Plan for 2017-2018.

Action:  X

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

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

**Background:**

Districts under 2,500 enrollment can prepare a comprehensive districtwide safety plan. RDUSD's Safety Committee attended a School Crisis Response Training and a Safety Plan Prep Workshop to create our districtwide safety plan. A draft was compiled and presented to the district's Administrative Leadership team for input. A final draft was prepared and presented to each schools' site council members for their input and approval.

Each school site has inserted site specific information such as: Incident Commander flowchart, Staff job assignments, phone trees, group staff lists which are located in the confidential materials section. Site councils approved the Comprehensive District Safety Plan for 2017-2018 prior to October 6, 2017.

**Status:**

**Presenter:** Don Beno, Superintendent

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

**Cost &/or Funding Sources**

No cost to district to create the district wide plan

**Recommendation:**

That the Board of trustees approve the Comprehensive District Safety Plan for 2017-2018.

Time: 5 mins.



# River Delta Unified School District



## 2017-2018 Comprehensive District Safety Plan

Bates Elementary School - 180 Primasing, Courtland  
D.H. White Elementary School - 500 Elm Way, Rio Vista  
Isleton Elementary School - 412 Union Street, Isleton  
Walnut Grove Elementary School - 14181 Grove Street, Walnut Grove  
Clarksburg Middle School - 52870 Netherlands, Clarksburg  
Riverview Middle School - 525 South 2<sup>nd</sup> Street, Rio Vista  
Delta High School - 52810 Netherlands, Clarksburg  
Rio Vista High School - 410 South 4<sup>th</sup> Street, Rio Vista  
River Delta High/Elementary School - 400 Elm Way, Rio Vista  
River Delta Community Day School - 160 Courtland High School Ln, Courtland  
Mokelumne High School - 151 Courtland High School Ln, Courtland

*This Comprehensive School Safety Plan was developed by the district's safety planning committee, reviewed by district employees, School Site Councils (SSC), local law enforcement, fire districts and adopted by the River Delta Unified School District Governing Board on October 10, 2017.*

***RDUSD Board Approval Confirmed by:***

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Name	Title	Signature	Date
<i>Alicia Fernandez</i>	<i>Board President</i>		<i>October 10, 2017</i>
<i>Don Beno</i>	<i>Superintendent</i>		<i>October 10, 2017</i>

*This document is to be maintained for public inspection in the district office during regular business hours or on the districts website [www.riverdelta.org](http://www.riverdelta.org)*

# RDUSD Safety Plan – Table of Contents

<b>Comprehensive Safety Plan Purpose &amp; Compliance.....</b>	<b>4</b>
<b>RDUSD Vision, Mission and Core Values.....</b>	<b>6</b>
Vision.....	6
Mission.....	6
Core Values.....	6
Safety Plan Vision.....	7
<b>Components of the Comprehensive School Safety Plan.....</b>	<b>8</b>
RDUSD Safety Planning Team and Advisors.....	8
Assessment of School Safety.....	8
District/Campus Safety Strategies and Programs.....	8
(A) Child Abuse Reporting Procedures.....	8
(B) Emergency Preparedness and Crisis Response Plan.....	9
(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines.....	10
(D) Procedures to Notify Teachers of Dangerous Pupils.....	11
(E) Discrimination and Harassment Policies.....	11
(F) School-wide Dress Code.....	12
(G) Procedure for Safe Ingress and Egress to and from School.....	13
(H) A Safe and Orderly School Environment Conducive to Learning.....	13
(I) School Discipline Rules and Consequences.....	20
(J) Hate Crime Reporting Procedures and Policies.....	22
Safety Plan Review, Evaluation and Amendment Procedures.....	23
<b>Safety Plan Appendices.....</b>	<b>24</b>
Protected Information.....	24
Appendix A: Emergency Preparedness Guidelines.....	25
Appendix B: District Crisis Response Plan.....	26
Appendix B.1: District Staff Emergency Contacts – Confidential.....	27
Appendix B.2: Connect Ed Use Procedures – Confidential.....	28
Appendix B.3: Crisis Response/Community Emergency Contacts.....	29
Appendix B.4: RDUSD Incident Command System.....	31
Appendix B.5: District/Campus Emergency Evacuation Plans.....	33
Appendix C: Emergency Response Guidelines.....	34
Appendix D: Types of Emergencies & General Procedures.....	36

## Comprehensive Safety Plan Purpose & Compliance

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans must include the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March of each year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

Small school districts (with an enrollment of 2,500 students or less) may develop a comprehensive district safety plan to encompass all schools within the district, which would fulfill each individual school's comprehensive safety plan requirement. It is not required that small school districts have their safety plans developed or approved by site councils or designated safety committees; the plans must only be approved by the district board of trustees. However, a district plan should be developed in cooperation with local law enforcement agencies, community leaders, parents, pupils, teachers, administrators, and others who may be interested in the prevention of campus crime and violence.

As defined in **RDUSD Board Policy 0450**, the Board of Trustees recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.



The Board shall review the comprehensive district wide and/or school safety plan(s) in order to ensure compliance with state law, Board policy and administrative regulation. Approval of the plan shall occur at a regularly scheduled meeting.

A copy of the comprehensive district safety plan shall be available for review at the River Delta Unified School District office.

***Declaration regarding RDUSD board policy and administrative regulation references:***

*Except when specifically quoted, the RDUSD Board Policies and Administrative Regulations included in this safety plan are for reference only and may include only a summarized version of the official policy language. To review these policies and regulations in their entirety, please see the district office during regular business hours.*

## RDUSD Vision, Mission and Core Values

### Vision

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In a diverse community, rich in agricultural and family traditions, the River Delta Unified School District will provide a safe, supportive, rigorous, student-centered education in which all students are prepared to achieve their maximum potential and become productive members of society.

### Mission

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Our Mission is to develop a professional learning community devoted to student success in the 21st century by:

- Providing a safe, respectful, and nurturing school environment
- Providing exemplary, standards-based, fiscally sustainable programs
- Fostering the development of each individual through enrichment, extra-curricular, and other support programs
- Employing, training, and retaining highly qualified professional staff
- Forging partnerships and collaboration opportunities with community shareholders

### Core Values

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We work together every day in the spirit of:

- **Curriculum**  
We will implement curriculum and instruction aligned with state and local standards and assessment to ensure articulated K-12 continuous learning.
- **Facilities**  
We will utilize and update all of our resources and facilities to their fullest potential for the educational benefits and safety of our students and for our community.
- **Growth and Update**  
We will address the needs of each community and take appropriate action based on anticipation of growth and updates of existing structures.
- **School Efficiency**  
We will design and implement a strategic plan which addresses planning and communication among teachers, students, parents, administrators and community.
- **Social Issues**  
We will implement age-appropriate programs that will educate students and parents about physical, emotional and social development and responsibility.
- **Technology**  
We will utilize technology to enhance student learning; improve communication with families, communities and district staff and manage data and equipment.

## **Safety Plan Vision**

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To support the vision, mission and core values of the River Delta Unified School District, we strive for a safe, respectful and nurturing learning environment where students are empowered to achieve through strong connectedness to their school and community.

Working together with our community partners, we will provide a safe campus environment by effectively identifying and addressing issues that deteriorate our schools' social and physical climate.

## Components of the Comprehensive School Safety Plan

*As a small school district (enrollment of 2,500 or below), the RDUSD Comprehensive District Safety Plan encompasses all eleven schools. Site-specific procedures to implement the components of this plan will be included within the body or appendices of this document.*

### RDUSD Safety Planning Committee

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- Don Beno, District Superintendent
- Kathy Wright, Director of Educational Services and Special Education
- Jennifer Gaston, District Executive Assistant
- Craig Hamblin, Director of MOT
- Linda Garcia, MOT Secretary
- Antonia Slagle, Site Principal
- Stacy Knisley, Site Vice Principal

### Assessment of School Safety

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*Education Code, Section 32282 (a) 1*

In the 2013-2014 California Healthy Kids Survey, conducted among district 5<sup>th</sup> graders, 59% of students reported feel safe at school all of the time. The same survey also showed that more than half of the students reported high levels of caring relationships with a teacher or other adult at their school and high levels of personal school connectedness. Each of these elements are key indicators of school safety, and these results show that RDUSD has developed for their students, a safe social and physical climate. The only concern that has arisen recently based on discipline data is an increase in drug offenses at the upper grades, which site administrators and counselors are addressing.

A review of school suspension and expulsion data, campus policies and procedures, and interviews with school administration showed an overall safe campus climate and a district commitment to student safety. Site security assessments conducted at each location found facilities to be in good repair and safe. Recommendations made following site security assessments conducted at schools in the district included: replacing door handles with handles lockable from the inside; adding fencing and lockable gates; posting additional signs to guide visitors to each school office; and strengthening lockdown procedures in emergency plans.

### District/Campus Safety Strategies and Programs

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*Education Code 32282 (a) 2 (A)-(J)*

As written in **RDUSD Board Policy 5142**, The Board of Trustees recognizes the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The Superintendent or designee shall implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs, and school-sponsored activities.

#### **(A) Child Abuse Reporting Procedures**

*Additional code references: Education Code 35294.2 (a) (2); Penal Code 11166*

According to **RDUSD Board Policy 5141.4** The Board of Trustees is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

The district's program may also include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction.

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

### ***(B) Emergency Preparedness and Crisis Response Plan***

*Additional code references: Educational Code 35295-35297; Government Code 8607 and 3100*

In **RDUSD Board Policy 3516**, the Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The Superintendent or designee shall develop and maintain a disaster preparedness plan which details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan. In developing the district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators. The Superintendent or designee shall use state-approved Standardized Emergency Management System guidelines and the National Incident Command System when updating district and site-level emergency and disaster preparedness plans.

The River Delta Unified School District Crisis Response Plan is included in the appendices, and accomplishes the following: providing emergency preparedness guidelines and the district crisis response plan, which incorporates strategies of the Incident Command System (ICS), SEMS and NIMS; as well as emergency contact information and site-specific procedures.

**(i) Earthquake and Multi-hazard Emergency Response Procedure System**

RDUSD has defined emergency response procedures for earthquakes and other hazards in the Crisis Response Plans described in the appendices of this plan. This district follows the recommended “drop, cover and hold on” procedures for earthquake response. The plans also align with standards established by NIMS and SEMS and call for response actions to be coordinated using ICS. Additional details on the implementation of these plans, including roles and responsibilities for school personnel, are included as part of the District Emergency Operations Plan and School Emergency Response Procedures flipcharts. These additional supporting plans are provided to school personnel as references and are not included as part of this public document.

**(ii) Use of School Buildings for Emergency Shelters**

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community’s needs.

**(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines**

*Additional code reference: Education Code 48900, 48915 (d) and (c)*

As stated in **RDUSD Board Policy 5144** The Board of Trustees desires to provide a safe, supportive, and positive school environment conducive to student learning and to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, and parent involvement can minimize the need for discipline. This policy also states that staff shall use preventative measure and positive conflict resolution techniques whenever possible.

Through **RDUSD Board Policy 5144.1 and 5144.2**, the Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction. Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct.

The policy also describes the guidelines in accordance with state and federal law, Student Due Process, On-Campus Suspension Program, Required Parental Attendance and the Decision to Not Enforce Expulsion Order available to the school board.

*For campus-specific guidelines for suspension and expulsion of students, including behavior that may result in suspension or expulsion on the first offense, please refer to student and parent handbook distributed to all students at the start of each school year. Current versions will be available for review alongside this comprehensive safety plan in the district office.*

## ***(D) Procedures to Notify Teachers of Dangerous Pupils***

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*Additional code reference: Education Code 49079*

As described in **RDUSD Board Policy 4158**: the Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom.

When any individual directs violence against an employee and the employee so notifies the Superintendent or designee, the Superintendent or designee shall take steps to ensure that appropriate legal measures are instituted. When the employee notifies the Superintendent or designee of a threat of bodily harm, the district shall take appropriate measures to enable the employee to request assistance if a threat occurs on school grounds.

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques and crisis resolution.

## ***(E) Discrimination and Harassment Policies***

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*Additional code reference: Education Code 200-262.4*

A comprehensive prohibition of discrimination and harassment across all district programs and activities is identified in **RDUSD Board Policy 0410**, which states that the Governing Board is committed to equal opportunity for all individuals in education. District programs, activities and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

Among the policies included in this comprehensive set of anti-discrimination and harassment policies are two that clearly define the expectations and procedures regarding occurrences of discrimination and sexual harassment:

**RDUSD Board Policy 5145.3** states that district programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision.

Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.

As written in **RDUSD Board Policy 5145.7**, the Governing Board is committed to maintaining an educational environment that is free from harassment. The Board prohibits sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against persons

who complain, testify, assist or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

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

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex
2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made

Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 12, disciplinary action may include suspension and/or expulsion, provided that in imposing such discipline the entire circumstances of the incident(s) shall be taken into account.

As written in **RDUSD Board Policy 5131.2** the Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

### ***(F) School-wide Dress Code***

*Additional code reference: Education Code 35183*

As described in **RDUSD Board Policy 5132**, the Governing Board expects that students will present themselves in an orderly manner conducive to the advancement of education. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process. The Board considers this to be a judgment area for the principal of each school and specific rules will be an administrative decision.

*For campus-specific detailed dress code requirements, please refer to the student and parent handbook that are distributed to all students at the start of each school year. Current versions will be available for review alongside this comprehensive safety plan in the district office.*



## ***(G) Procedure for Safe Ingress and Egress to and from School***

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Through a collection of Board Policies, River Delta Unified School District has established procedures to ensure the Safe Ingress and Egress of students, parents, and school employees to and from school. The list below shows applicable board policies and administrative regulations and how they contribute to this safety component:

- BP 5142: “To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.”
- AR 3543: provides a framework for school bus transportation safety plans and procedures including, student and parent education, bus evacuation exercises, limitations on school bus operation in limited visibility conditions and exceptions to school bus capacity limits in emergency situations where students must be moved immediately to ensure safety.
- BP 5131: holds students accountable for conduct not only on campus but also on their way to and from school.
- BP 5131.7: prohibits the possession of weapons, imitation firearms or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school ground or buses, at school-related or school-sponsored activities away from school, or while going to or coming from school.

Each school site will also identify emergency evacuation routes identifying locations where students may assemble in response to fire, earthquake, bomb threats or other similar hazards. A map showing emergency evacuation procedures for each campus is included in Appendix B.5: District/Campus Emergency Evacuation Plans.

In addition to the safety measures defined above, student safety will also be ensured through the control of the ingress and egress of campus visitors as defined in **RDUSD Board Policy 1250**:

All outsiders, as defined in law and administrative regulation, shall register immediately upon entering any school building or grounds when school is in session (Penal Code 627.2).

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

*Additional code references: Education Code 32210-32211, Penal Code 627*

## ***(H) A Safe and Orderly School Environment Conducive to Learning***

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As intended by Educational Code 32282 (b) the action plans shown in the tables on the following pages were developed using strategies presented in the handbook developed and distributed by the School/Law Enforcement Partnership Program entitled “Safe Schools: A Planning Guide for Action”.

Each goal is supported by objectives, which will be accomplished through the defined action steps, using designated resources available, and coordinated or reported on by the designated lead person. Outcome measures are also listed and may be used to assess the progress in achieving the objectives.

<b>Safe Physical Climate Goal:</b>	<b>Our schools are a source of pride in our community with safe, clean and healthy facilities where our students can learn, achieve and thrive.</b>			
<b>Objectives</b>	<b>Action Steps</b>	<b>Resources</b>	<b>Project Lead</b>	<b>Outcomes</b>
1) Identify and address security vulnerabilities and hazards	Maintain visibility from the building and surrounding environment by pruning landscape and moving potential obstacles (All Sites)	District	Gardener	M&O Supervisor will conduct regular site checks to ensure visibility is maintained
	Staff will keep classroom doors of the building locked at all times (All Sites). District will provide magnet strips to sites for doorways.	District, site	Site principals, M&O	Policy is enforced by the principal and door remain locked
	Install security cameras at D.H. White Elementary School, Isleton Elementary School and Riverview Middle School  Research expanding installation at other school sites	Site funds	Site principals, M&O	Cameras are maintained and operational
2) Identify and address communication issues within the district and community that affect the safety and wellbeing of students	District will research modernizing outdated district phone systems	LCAP Priority 1	Ed Services	
	All sites and programs will be connected to and have the ability to send out messages via School Messenger		Ed Services, site principals	Integrated communication system for all programs

<b>Safe Physical Climate Goal:</b>	<b>Our schools are a source of pride in our community with safe, clean and healthy facilities where our students can learn, achieve and thrive.</b>			
<b>Objectives</b>	<b>Action Steps</b>	<b>Resources</b>	<b>Project Lead</b>	<b>Outcomes</b>
	All sites will develop and maintain a current phone tree		Site principals	Current contact information for all site personnel
	Meet with community in a site/district forum annually to address school and community safety		District, site principals	Identify and address safety concerns connected with the schools
3) Identify and address traffic flow, pedestrian safety and visitor influence concerns	Crossing guards will safely cross students and families across the street to school (Where applicable)		Staff	Staff will ensure pedestrian safety
	Provide staff to: Supervise students being picked-up at dismissal time Supervise students before school on the main playground, including lining up in specific places		Principal, staff	Students are supervised during pick-up times Reduction in the amount of parents/students walking through campus before school
	Ensure all staff, including itinerate employees, have and wear district-issued badges	District	Human Resources and Superintendent's Office	All staff will can be easily identified on school campuses

<b>Safe Physical Climate Goal:</b>	<b>Our schools are a source of pride in our community with safe, clean and healthy facilities where our students can learn, achieve and thrive.</b>			
<b>Objectives</b>	<b>Action Steps</b>	<b>Resources</b>	<b>Project Lead</b>	<b>Outcomes</b>
	Provide signage to all sites – Office sign is clear, dusk to dawn, alcohol/drug free and dusk to dawn	TUPE grant funding and M&O funds	M&O, Ed Services	Physical spaces are clearly defined and policies are clearly communicated to the public
	Pilot digital sign-in system at DH White Elementary for 2016-2017 school year	District LCAP funds	DH White principal	All visitors to DH White will sign in digitally and receive a visitor badge, decreasing unidentified individuals on campus and signaling security risks
4) Implement and practice the activation of crisis response plans and tools	Work with local emergency response partners to conduct and monitor drills and to advise on access issues (all schools)	Local sheriff/police/fire	Site Administrators, district safety coordinator	Drills will be conducted regularly and emergency response partners will be informed/invited to all
	Train all staff and students on standard response protocols: 1. Evacuate 2. Shelter 3. Lockdown 4. Lockout and practice per Ed Code 5. Active Shooter	Standard Response Protocol, district, local sheriff/police/fire	Site Administrator	Students and staff have common and easy to remember protocols for crisis responses

<b>Safe Physical Climate Goal:</b>	<b>Our schools are a source of pride in our community with safe, clean and healthy facilities where our students can learn, achieve and thrive.</b>			
<b>Objectives</b>	<b>Action Steps</b>	<b>Resources</b>	<b>Project Lead</b>	<b>Outcomes</b>
	Develop mental health response protocol and train all staff	Crisis response organizations (fire, police, etc.)	Ed Services	Consistent response to mental health crises that are based on best practices

<b>Safe Social Climate Goal:</b>	<b>Our students and staff thrive together in an environment of mutual respect, self-discipline and a commitment to excellence.</b>			
<b>Objectives</b>	<b>Action Steps</b>	<b>Resources</b>	<b>Project Lead</b>	<b>Outcomes</b>
1) Promote social emotional learning and decrease behaviors that affect student safety	Continue implementation of Student Success Teams and Second Step (4-6)	District funds	Principal or designee	# of students referred to, and served by Student Success Teams and Second Step services Classroom referrals connected with harassment will decrease Definition of Bullying will be defined in the student handbook.

<b>Safe Social Climate Goal:</b>	<b>Our students and staff thrive together in an environment of mutual respect, self-discipline and a commitment to excellence.</b>			
<b>Objectives</b>	<b>Action Steps</b>	<b>Resources</b>	<b>Project Lead</b>	<b>Outcomes</b>
	Maintain 1 PT counselor for each elementary site and 1 FTE for each high school and middle school	District funds, SCOE Bullying Prevention grant	Ed Services, site principals	Counselors will educate and support students in social emotional learning and anti-bullying behavior
	Provide parents education annually on bullying behavior	SCOE Bullying prevention program	Ed Services, site principals	Parents will have clearer understanding of what is and isn't bullying  Parents will understand and use complaint procedures to address potential bullying
	Monitor and address bullying behavior; staff will intervene on ALL bullying behavior		Site administrator, supported by all school personnel	All staff will be trained in bullying prevention and use strategies and supports in classroom, as well as investigate all bullying claims

<b>Safe Social Climate Goal:</b>	<b>Our students and staff thrive together in an environment of mutual respect, self-discipline and a commitment to excellence.</b>			
<b>Objectives</b>	<b>Action Steps</b>	<b>Resources</b>	<b>Project Lead</b>	<b>Outcomes</b>
2) Strengthen staff resources available for prevention programs	Site administration will continue to serve as the district’s liaison and prevention coordinator in addition to the services already in place	Tools and resources from SCOE safety plan training	Site administration team	Staff are trained in current research on bullying and provide a safe and supportive classroom and school climate
	Prevention program will be provided at middle school to address drug and alcohol use	TUPE grant, Solano County	District, site administrator	Reduction of drug and alcohol use as reported in California Healthy Kids Survey
3) Strengthen administrative knowledge around current disciplinary practices and legal requirements around school safety	Provide annual training to district administrators on discipline, investigative process and expulsions	District	Ed Services	Consistent application of district and state disciplinary policies
	Identify and train district expulsion officer	SCOE, district	Ed Services	Ensure due process for all students and all paperwork is completed and presented to district and/or school board

## ***(I) School Discipline Rules and Consequences***

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*Additional code references: Education Code 35291 and 35291.5*

**RDUSD Board Policy 5131** identifies district-wide standards for student conduct:

The Board of Trustees believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation.

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes but is not limited to:

1. Conduct that endangers students, staff or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats
2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written or physical conduct that causes or threatens to cause violence, bodily harm, or substation disruption
  - a. "Cyberbullying" includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.
3. Conduct that disrupts the orderly classroom or school environment
4. Willful defiance of staff's authority
5. Damage to or theft of property belonging to students, staff or the district
6. Obscene acts or use of profane, vulgar or abusive language
7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drug in violation of school rules
8. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose
  - a. Prior to bringing a laser pointer on school premises for a valid instructional or school-related purpose, students shall obtain permission from the principal or designee.
9. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time
  - a. Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with a camera, video or voice recording shall not be used in any manner which infringes on the privacy rights of any other person.
  - b. No student shall be permitted from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health.



10. Plagiarism or dishonesty in school work or on tests
11. Inappropriate attire
12. Tardiness or unexcused absence from school
13. Failure to remain on school premises in accordance with school rules

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The superintendent or designee shall notify law enforcement as appropriate.

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during non-school hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

*For campus-specific rules and comprehensive description of conduct and student behavior expectations, please refer to student and parent handbook distributed to all students at the start of each school year. Current versions will be available for review alongside this comprehensive safety plan in the district office.*

**RDUSD Board Policy 5144** describes standards for discipline and provides administrative guidance for the consequences of misconduct:

The Board of Trustees desires to provide a safe, supportive, and positive school environment conducive to student learning and to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, and parent involvement can minimize the need for discipline.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs. However, the rules shall be consistent with law, Board policy, and district regulations. The Board may review, at an open meeting, the approved school discipline rules for consistency with board policy and state law.

The superintendent or designee shall approve, for each school, a complement of effective, age-appropriate strategies for correcting student behavior. Such strategies may include, but are not limited to, conferences with students and their parents/guardians; use of study, guidance, and other intervention-related teams; enrollment in a program teaching prosocial behavior or anger management; and participation in a restorative justice program. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law and when other means of correction have failed.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall implement appropriate discipline and attempt to identify and address the causes of the student's behavior. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health and opportunity to learn. Persistently disruptive

students may be assigned to alternative programs or removed from school in accordance with law, Board policy and administrative regulation.

**Additional Board Policies** are listed below, which describe overarching discipline standards for specific areas of concern. Violation of these items will result in student referral to campus administration at the minimum and may lead to suspension or expulsion. These include:

- **Weapons:** The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law, and administrative regulation, in school buildings, on school grounds or buses, at school-related or school-sponsored activities away from school, or while coming to or coming from school. Under the power granted to the Board to protect the safety of students, staff and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds. **RDUSD Board Policy 5131.7**

### ***(J) Hate Crime Reporting Procedures and Policies***

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*Additional code references: Penal Code 628*

As stated in **RDUSD Board Policy 5145.9**, in order to create a safe learning environment for all, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. These efforts shall be focused on providing an efficient use of district and community resources.

The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflict constructively.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

## **Safety Plan Review, Evaluation and Amendment Procedures**

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The River Delta Unified School District comprehensive safety plan will be reviewed, evaluated and amended (if necessary) in November of each school year.

Pursuant to Education Code Section 35294.6(a), the River Delta Unified School District adopted this annual comprehensive school safety plan at the regular meeting of the Governing Board as noted on the cover page. An opportunity for public comment was provided during this meeting, prior to the plan's adoption. Documentation of this meeting, which may include the meeting agenda, minutes and copies of materials provided for the plan presentation, will be filed alongside the plan at the district office.

An updated file containing all appropriate or required safety related plans and materials are available for public inspection in the River Delta Unified School District Office.

## Safety Plan Appendices

### Protected Information

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The preceding Comprehensive School Safety Plan is a public document to be available for review in the district office at any time during regular business hours, as mandated by Education Code 32282 (e). However, some appendices within this section may include proprietary information that shall not be released to the general public including personal contact information for staff members, detailed security procedures for campus crisis response and campus vulnerability assessment information.

As protected under the California Public Records Act (Government Code 6254 parts *c* and *aa*) and prescribed by RDUSD Administrative Regulation 1340, the following items will be identified as “**Confidential**”, reviewed only in a closed session of the RDUSD Governing Board and withheld from public release of the Comprehensive District Safety Plan:

- Any appendices containing personnel information that the disclosure of which would constitute an unwarranted invasion of personal privacy.  
*(Further detail on protected information is also defined in GC 6254.3.)*
- Any appendices prepared to assess district and/or school site vulnerabilities to terrorist or other criminal acts intended to disrupt student instruction or safety.

According to the procedures developed by the Department of Homeland Security and defined in DHS Management Directive 11042.1, the following items will be designated “**For Official Use Only (FOUO)**”, will be reviewed only in a closed session of the RDUSD Governing Board and released only for official safety assurance or crisis response use:

- Any appendices containing detailed crisis response information that, if disclosed, would undermine plans or procedures designed to protect students from harm by revealing safety strategies such as but not limited to critical communications systems, crisis response facilities (i.e. command post, staging areas, etc), and supplies storage.

## **Appendix A: Emergency Preparedness Guidelines**

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Please see attached flip chart, which includes emergency preparedness guidelines followed by the school district.

## **Appendix B: District Crisis Response Plan**

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The following sections provide key information for crisis response for RDUSD. While this information represents the basic tools needed for an effective crisis response, RDUSD will continue to assess, revise and expand on the plan for continuous improvement in student safety. Additional documentation, including a stand-alone emergency operations plan will be referenced in this Comprehensive District Safety Plan as it is developed and implemented. Also, site-specific information is attached for use by site personnel and district personnel.

***Appendix B.1: District Staff Emergency Contacts – Confidential***

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***Appendix B.2: Connect Ed Use Procedures – Confidential***

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**Appendix B.3: Crisis Response/Community Emergency Contacts**

**For all emergencies call 911!**

**Public Health and Safety**

Number	Purpose/Subject
<b>Emergency - 911</b>	
916-876-8309	Non-emergency
1-800-TELL-CHPP	Non-emergency
916-875-5437	Regular hours reports
916-875-5437	After hours reports
1-800-544-8596	Regular hours reports
1-800-544-8596	After hours reports
530-669-2345	Regular hours reports
1-888-400-0022	After hours reports
916-874-4670	Natural & Man-made disaster services coordination, procedures, resources and preparedness programs
707-784-1600	After hours reports
530-406-4930	Natural & Man-made disaster services coordination, procedures, resources and preparedness programs
916-875-5881	
707-784-8070	
	Health and public safety resources
530-666-8645	Health and public safety resources David Gordon
916-228-2410 dgordon@scoe.net	
916-875-1055	
800-547-0495	General Access Line
707-428-1131	24 hour Crisis Line
916-666-8645	Regular Hours

800-733-2767	Customer Service
800-876-4766	24 hr. HOTLINE
800-876-4766	24 hr. HOTLINE
800-876-4766	24 hr. HOTLINE

**Communications – Media**

Agency	Number	Purpose/Subject
Radio Stations		
Newspapers		
River News Herald, Rio Vista		
Sacramento Bee		
Recorder, Fairfield		
Television		

**Transportation and Utilities**

Agency	Number	Purpose/Subject
Cal Trans		
Delta Breeze	707-374-2878	Public transportation
River Delta USD Transportation	(707) 374-2494	South Trans. Office
River Delta USD Transportation		
PG&E	1(800) 743-5000	24-hour contact
Telephone Repair		

## ***Appendix B.4: RDUSD Incident Command System***

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### **Standardized Emergency Management System/ Incident Command System Overview**

The California Standardized Emergency Management System (SEMS) uses the Incident Command System (ICS) to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency.

ICS consists of five functions:

#### **Management**

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response.

#### **Planning & Intelligence**

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

#### **Operations**

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

In the organizational structure described on the preceding page, the Operations Chief supervises five teams: First Aid and Student Health, Student Evacuation Transportation, Critical Incident Stress Response, Parent Coordination and Reunification and Student Accountability.

#### **Logistics**

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

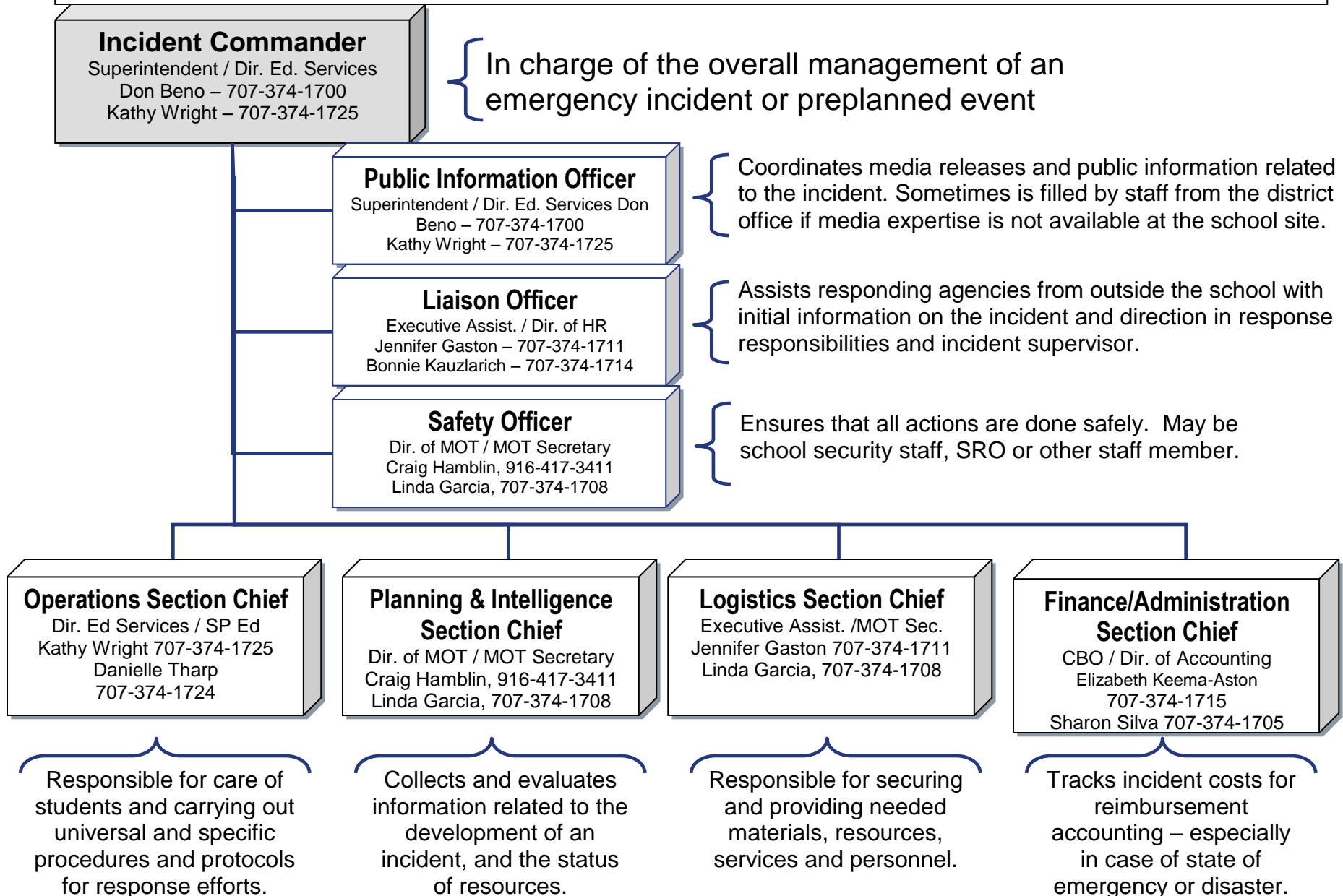
#### **Finance & Administration**

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

# River Delta Unified School District Incident Response Team

Last Updated: 2/25/2015

Updated by: Jennifer Gaston – 707-374-1711



Appendix B.5: District/Campus Emergency Evacuation Plans

## **Appendix C: Emergency Response Guidelines**

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### **STEP ONE: IDENTIFY THE TYPE OF EMERGENCY**

The first response to an emergency is to determine the type of emergency that has occurred. Procedures for 18 different types of emergencies are listed in the following section.

### **STEP TWO: IDENTIFY THE LEVEL OF EMERGENCY**

The second step in responding to an emergency is to determine the level of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, there is a three-tiered rating below:

- **Level 1 Emergency:** A *minor* emergency that is handled by school personnel without the assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.
- **Level 2 Emergency:** A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving a potentially hazardous material, e.g., “unknown white powder.”
- **Level 3 Emergency:** A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

### **STEP THREE: DETERMINE THE IMMEDIATE RESPONSE ACTION**

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The most common immediate response actions initiated during school emergencies are:

- **Duck & Cover:** Students and staff protect themselves by crouching under a table, desk, or chair until the danger passes.
- **Shelter in Place:** Students and staff are kept indoors in order to isolate them from the outdoor environment. The heating and air conditioning system is also shut down.
- **Lock Down:** Students and staff are kept in a designated locked area until a danger has passed, such as an intruder being on campus.
- **Evacuate Building:** Students and staff are escorted outside to an assembly area if it has been determined that it is too dangerous to remain indoors.
- **Evacuate Campus:** Students and staff are escorted to an off-site assembly area if it has been determined that it is too dangerous to remain on campus.
- **All Clear:** Notification is given that normal school operations should resume.

### **STEP FOUR: COMMUNICATE THE APPROPRIATE RESPONSE ACTION**

Once the type of *immediate response action* is determined, the incident commander must inform the site’s staff which response action to take. The most appropriate method of communication depends on the response action selected. When announcing what response to take, avoid codes, jargon, or any other potentially confusing vocabulary. Be calm, direct, and clear in your announcements.

- **Duck & Cover:** Immediately use the site’s school-wide communication system to instruct students and staff to protect themselves by moving into a “duck & cover” position by crouching under a table, desk, or chair until the danger passes. Time is the most urgent matter with this response action as the emergency may take place before the announcement can be made. However, do not assume that all members of the site are already in a “duck & cover” position. Make the announcement even if the immediate crisis has passed.
- **Shelter in Place:** Immediately use the site’s school-wide communication system to instruct students and staff that they are to stay indoors until further notice, even if the heating and air conditioning system is disabled.
- **Lock Down:** Immediately use the site’s school-wide communication system to instruct staff to lock all exterior doors, to close any open windows, and to keep students as far away as possible from any windows until further notice
- **Lockout:** Immediately use the site’s school-wide communication system to instruct staff to lock all exterior doors, to close any open windows. Business as usual inside classroom.
- **Evacuate Building:** Immediately use the site’s fire alarm bell system to notify students and staff that they are to proceed to the site’s outside assembly area.
- **Evacuate Campus:** Immediately use the site’s fire alarm bell system to notify students and staff that they are to proceed to the site’s outside assembly area. From there, notify staff and students using a bullhorn that it has been determined that it is too dangerous to remain on campus. Provide instructions on how staff and students will be relocated.
- **All Clear:** Use the site’s school-wide communication system to notify staff and students that normal school operations should resume.



## **Appendix D: Types of Emergencies & General Procedures**

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### ***AIRCRAFT CRASH***

The administrator or designee will initiate appropriate actions, which may include Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus depending on the nature of the accident, the location of damage, and the existence of any chemical and/or fuel spills.

### ***ANIMAL DISTURBANCE***

This procedure should be implemented when the presence of a coyote, mountain lion, or any other wild animal threatens the safety of students and staff. The administrator or designee will initiate appropriate actions, which may include Lock Down or Evacuate Building.

### ***ARMED ASSAULT ON CAMPUS***

This involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a gun, a knife or other harmful item. The administrator or designee will decide the appropriate response, which may include Shelter-in-Place, Lock Down, Evacuate Building, or Evacuate Campus.

### ***BIOLOGICAL OR CHEMICAL RELEASE***

This is an incident involving the discharge of a biological or chemical substance in a solid, liquid, or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant. The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds. The administrator or designee will initiate appropriate actions, which may include Shelter-in-Place or Evacuate Building.

### ***BOMB THREAT / THREAT OF VIOLENCE***

This occurs upon the discovery of a suspicious package on campus grounds or receipt of a threatening phone call that may or may not present a risk of an explosion. If the threat is received by telephone, the person receiving the call should attempt to keep the caller on the telephone as long as possible and alert someone else to *call 911*. The person answering the threat call should ask the questions listed on the “Bomb Threat Checklist”. In coordination with law enforcement, the administrator or designee will initiate appropriate actions, which may include Duck & Cover, Lock Down, or Evacuation.

### ***DISORDERLY CONDUCT***

This involves a student or staff member exhibiting threatening or irrational behavior who does not have a weapon. The administrator or designee will initiate appropriate actions, which may include Shelter-in-Place, Lock Down, Evacuate Building, or Evacuate Campus.



## ***EARTHQUAKE***

Earthquakes occur without warning and may cause minor to serious ground shaking, damage to buildings, and injuries. It is important to note that even a mild tremor can create a potentially hazardous situation. The administrator or designee will initiate appropriate actions, which may include Duck & Cover, Evacuate Building, or Evacuate Campus.

## ***EXPLOSION OR RISK OF EXPLOSION***

This involves an explosion on school property, the risk of an explosion on school property, an explosion or risk of explosion near the school, or a nuclear explosion involving radioactive materials. The administrator or designee will initiate appropriate actions, which may include Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus.

## ***FIRE IN SURROUNDING AREA***

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school. After calling the local fire department in an effort to determine the seriousness of the fire, the administrator or designee will initiate appropriate actions, which may include Shelter-in-Place, Lock Down, Evacuate Building, or Evacuate Campus.

## ***FIRE ON SCHOOL GROUNDS***

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the administrator or designee. The administrator or designee will immediately initiate the Evacuate Building action. If the size of the fire is beyond the control of staff on site, call 911 for immediate assistance from the fire department.

## ***FLOODING***

This applies whenever storm water or other sources of water inundate or threaten to inundate school grounds or buildings. Flooding may occur as a result of prolonged periods of rainfall, where the school would have sufficient time to prepare. Alternatively, flooding may occur without warning, as a result of damage to water distribution systems, or a failure of a nearby man-made dam. The administrator or designee will initiate appropriate actions, which may include Shelter-in-Place, Evacuate Building, or Evacuate Campus.

## ***LOSS OR FAILURE OF UTILITIES***

This addresses situations involving a loss of water, power or other utility on school grounds. This procedure should also be used in the event of the discovery of a gas leak, an exposed electrical line, or a break in sewer lines. The administrator or designee will initiate appropriate actions, which may include Shelter-in-Place or Evacuate Building.

## ***MOTOR VEHICLE CRASH***

This procedure addresses situations involving a motor vehicle crash on or immediately adjacent to school property. Given the nature of the crash, there may also be a danger from a fuel spill, which should be considered when deciding which action(s) to take. The administrator or

designee will initiate appropriate actions, which may include Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus.

### ***PSYCHOLOGICAL TRAUMA***

When the administrator or designee feels that there has been an event that causes a psychological impact on students and/or staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions, he or she should contact the Calaveras County Sheriff's Office to request support in conducting a critical incident stress debriefing. Emergencies like these usually produce one or more of the following conditions: temporary disruption of regular school functions and routines, significant interference with the ability of students and staff to focus on learning, physical and/or psychological injury to students and staff, and concentrated attention from the community and news media. As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been insured, attention must turn to meeting emotional and psychological needs of others.

### ***SUSPECTED CONTAMINATION OF FOOD OR WATER***

This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by central District staff or local agencies. Indicators of contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses. The administrator or designee will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area. Second, the administrator or designee will notify the district safety coordinator of the problem and await further instructions. Meanwhile, a list will be made of all potentially affected students and staff, which will be provided to responding authorities. Law enforcement should be contacted if there is evidence of individuals purposefully contaminating the food or water source.

### ***UNLAWFUL DEMONSTRATION OR WALKOUT***

An unlawful demonstration or walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the administrator or designee. The administrator or designee will initiate the Shelter-in-Place action. Students who ignore this action and leave campus shall be asked to sign his or her name and record address, telephone number and time entered or departed. If students leave the campus, the administrator or designee will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while offsite. The administrator or designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

**Meeting Date:** October 10, 2017 Attachments:  X

**From:** Elizabeth Keema-Aston, Chief Business Officer Item Number: 14.

**SUBJECT** Action:  X

Resolution # 736 Establishing Restricted Fund 12 Child  
Development fund with Sacramento County Auditor and  
Treasurer Consent Action: \_\_\_\_\_  
Information Only: \_\_\_\_\_

**Background:**

The board has approved the application for the California State Preschool Program. State funding and program expenditures are restricted to the Fund 12 Child Development which has been established statewide.

To be in compliance with state program restrictions it is necessary for River Delta Unified School District to establish Fund 12 at the Sacramento County Treasury.

**Status:** Staff will notify the Sacramento County Office of Education to work with the Sacramento County Auditors and Treasurer to establish the districts Fund 12 Child Development.

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

**Other People Who Might Be Present:** Not Applicable

**Cost &/or Funding Sources:** Not Applicable

**Recommendation:**

That the Board approve resolution # 736 establishing Fund 12 Child Development for River Delta Unified School District.

Time: 5 mins.

**RIVER DELTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 736**

**Resolution to Establish a Child Development Fund**

**WHEREAS**, school districts are authorized by Education Code section 8328 to establish a restricted fund known as the Child Development Fund; and

**WHEREAS**, such fund is authorized for the purpose of operating child development services such as State Preschool; and

**WHEREAS**, the River Delta Unified School District is currently operating such services;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the River Delta Unified School District hereby authorizes the Sacramento County Auditor and Treasurer to establish a restricted fund to be known as the Child Development Fund in accordance with Education Code section 8328.

**PASSED AND ADOPTED** the 10th day of October, 2017 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

**IN WITNESS WHEREOF**, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No.736 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

---

Marilyn Riley, Clerk  
Board of Trustees  
River Delta Unified School District

October 10, 2017  
(Date)

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 2017 Attachments:  X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 15

**SUBJECT** Public Hearing: Delta Elementary Charter School Action:  X   
Request for Material Revision to its Charter (Education Consent Action:   
Code section 47605, 47607) Information Only:

**Background:**

The River Delta Unified School District approved the charter to form the Delta Elementary Charter School on August 15, 2006, for an initial term of five years. On November 18, 2014, the Board granted DECS a renewal term from July 1, 2015 through June 30, 2020.

**Status:**

In 2014, DECS created a non-profit public benefit corporation, Leaders & Scholars, Inc., to support charter school operations. DECS now brings to the Board a request to make a material revision of its charter to add the creation of Leaders & Scholars, LLC, a non-profit public benefit corporation, for the purposes of holding title to certain charter school facilities. The reason for the requested material revision is to achieve compliance with an application for facilities funding made to the California School Finance Authority under the Charter School Facility Grant Program (SB 740) to obtain reimbursements for facilities rents and leases.

**Presenter:** Don Beno, Superintendent

**Other People Who Might Be Present:** Steve Lewis, Peter Stone, Jerry Simmons, DECS Board Members

**Cost &/or Funding Sources**

Not Applicable

**Recommendation:**

That the Board hold a public hearing under Education Code Section 47605(b) and 47607 to consider the level of support for the material revision by teachers employed by the school district, other employees of the school district, and parents. The Board will take action on the request for material revision on November 14, 2017.

Time: 5 mins.

# *Charter of Delta Elementary Charter School*



**DELTA  
ELEMENTARY**

---

CHARTER SCHOOL

*Charter Renewal Petition for the term: July 1, 2015 to June 30,  
2020 Revised and Adopted by DECS/RCS Board September 8, 2014*

*Material Revision Submitted August 18, 2017*

## **Delta Elementary Charter School Accomplishments**

Delta Elementary Charter School (DECS) is proud to serve the children, staff and families of our community, which serves the Clarksburg and West Sacramento regions. The school has grown from less than 100 students in 2007 to over 410 students in 2015-16. Our financial model is responsible and sustainable.

We strive to excel in three core areas: positive school culture, academic excellence and outstanding and unique instructional programs and partnerships.

At DECS we know that a positive school culture is foundational to student learning and therefore our school. Our 2013-14-climate survey indicated that 98% of our parents are pleased with our school culture and feel that we have set high academic standards for their children. We are committed to including our families in the decision-making processes, which are important to parents. Parents have, time and again, demonstrated their consistent commitment to Art and Music programs, which have grown and are producing students that excel in the arts as they move into the Clarksburg Middle School. Our Art Gallery Events and Music Programs have been a positive addition in this community and have led to partnerships with UC Davis, CSUS and local artists.

Delta Elementary Charter School is committed to project based learning and benefits greatly from connection between local agri-business and their deep connections with the curriculum. Our Learning Garden is an outdoor classroom that allows students to think critically and appreciate agriculture and local farming, and apply what they have learned. The partnership with Delta High School has been invaluable in strengthening our connection to agriculture. Students and staff greatly appreciate the Agriculture Leadership classes as well as the FFA chapter for dedicating their time and energy to teaching our students lessons from dairy to farming and harvesting. Our focus on agriculture has also led to positive partnerships to other professionals in the field. Our focus on student engagement in the garden has led to a partnership with biologists who are leading walks throughout the surrounding ecological environments.

Our staff is committed to implementation of the Common Core State Standards and has focused our staff development to ensure that students will find academic success. DECS staff and parents know that student data drives our decision making, while maintaining the humanistic goal of knowing every child by name and need to ensure each student finds increased levels of success. Our Professional Development has been geared to ensure that all staff receive the support and guidance needed for this critical transition.

Delta Elementary Charter School is proud to be part of the River Delta Unified School District boundaries. Our participation in the RDUSD Beyond the Bell Sports Programs has resulted in friendships among students in the district. Our families understand the importance of this partnership and we are seeing far greater numbers of our students transitioning to the Clarksburg Middle School. The capacity for staff cross-utilization is remarkable. The teachers and students in the high school Agriculture Program have been instrumental to our focus on local farming. The concept of a true K-12 partnership is becoming a reality that this school community greatly appreciates.

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**TABLE OF CONTENTS**

	<b>Page</b>
AFFIRMATIONS AND ASSURANCES .....	ix
I. INTRODUCTION .....	1
A. GOALS FOR SCHOOL .....	1
B. FOUNDING GROUP .....	1
II. EDUCATIONAL PROGRAM .....	3
A. MISSION .....	3
B. VISION .....	3
The School’s Proposed Student Body.....	3
Faculty/Staff.....	5
Academic Calendar .....	5
Daily Instructional Minutes .....	6
An “Educated Person” in the 21st Century .....	6
How Learning Best Occurs .....	7
Methods of Instruction.....	8
Project-Based Learning.....	11
High Quality Professional Development .....	13
Integration of Technology.....	13
C. CURRICULUM.....	14
The Core Curriculum .....	14
Other Areas of Emphasis in Curriculum.....	17
Unique Aspects of the Charter School’s Program .....	17
D. CHARTER SCHOOL ANNUAL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES.....	19
E. PLANS FOR STUDENTS WHO ACHIEVE BELOW OR ABOVE GRADE LEVEL.....	19
Students Achieving Above Grade Level.....	20
Students Not Meeting Standards.....	20
Student Success Team.....	20
F. PLAN FOR ENGLISH LANGUAGE LEARNERS .....	22
Home Language Survey.....	22
CELDT Testing.....	22
Reclassification Procedures .....	22

	Strategies for English Language Learners .....	23
G.	SERVING STUDENTS WITH DISABILITIES.....	25
	Section 504 of the Rehabilitation Act.....	26
	Services for Students Under the IDEIA.....	27
III.	MEASURABLE PUPIL OUTCOMES AND ASSESSMENT OF STUDENT PERFORMANCE.....	35
A.	SCHOOLWIDE OUTCOMES / METHODS OF MEASUREMENT .....	35
B.	SUBJECT MATTER SPECIFIC PUPIL OUTCOMES.....	35
	Reading and Language Arts.....	35
	Mathematics.....	36
	History and Social Science .....	36
	Science.....	36
	Other Areas of Emphasis .....	36
C.	OUTCOMES THAT ALIGN WITH STATE PRIORITIES.....	36
D.	METHODS OF ASSESSMENT AND REPORTING OF DATA .....	36
E.	PERFORMANCE REPORTING .....	39
F.	LOCAL CONTROL ACCOUNTABILITY PLAN.....	40
IV.	GOVERNANCE STRUCTURE.....	41
A.	NONPROFIT PUBLIC BENEFIT CORPORATION.....	41
B.	BOARD OF DIRECTORS .....	41
	Board’s Duties .....	41
C.	THE PRINCIPAL.....	43
D.	ENGLISH LEARNERS ADVISORY COMMITTEE .....	44
E.	SCHOOL SITE COUNCIL .....	44
F.	PARENT INVOLVEMENT.....	44
G.	ORGANIZATION CHART.....	45
V.	QUALIFICATIONS OF SCHOOL EMPLOYEES.....	46
	Principal’s Qualifications.....	46
	Teachers’ Qualifications .....	46

	Classroom Aides .....	48
	Staff Selection Procedures .....	48
VI.	HEALTH AND SAFETY .....	49
	Procedures for Background Checks.....	49
	Role of Staff as Mandated Child Abuse Reporters.....	49
	TB Testing .....	49
	Immunizations.....	49
	Medications in School.....	50
	Vision, Hearing, Scoliosis Screening.....	50
	Emergency Preparedness .....	50
	Blood-borne Pathogens .....	50
	Drug-, Alcohol-, and Smoke-Free Environment.....	50
	Facility Safety .....	50
	Comprehensive Discrimination and Harassment Policies and Procedures.....	51
VII.	RACIAL AND ETHNIC BALANCE .....	52
VIII.	STUDENT ADMISSION REQUIREMENTS .....	53
IX.	INDEPENDENT FISCAL AUDITS .....	56
X.	SUSPENSION AND EXPULSION PROCEDURES .....	57
XI.	RETIREMENT BENEFITS.....	75
XII.	ATTENDANCE ALTERNATIVES.....	76
XIII.	RETURN RIGHTS OF SCHOOL DISTRICT EMPLOYEES .....	77
XIV.	RESOLUTION OF DISPUTES.....	78
XV.	SCHOOL CLOSURE PROCEDURES .....	80
XVI.	REPORTING AND ACCOUNTABILITY .....	82
	A. BUDGETS AND FISCAL REPORTS .....	82
	B. INSURANCE COVERAGE.....	82
	C. ADMINISTRATIVE SERVICES .....	83
	D. FACILITIES .....	83
	E. TRANSPORTATION.....	83

F.	FOOD SERVICES.....	84
XVIII.	IMPACT ON THE DISTRICT.....	85
XIX.	CONCLUSION.....	86
XX	BIBLIOGRAPHY.....	87

## APPENDICES

<b>Appendix A</b>	Founders and Consultants	A-1
<b>Appendix B</b>	Legal Documents:	
	Articles of Incorporation	B-1
	Bylaws	B-2
	Conflict of Interest Code	B-3
<b>Appendix C</b>	Organizational Chart	C-1
<b>Appendix D</b>	Projected Budgets 2016-17, 2017-18, 2018-19, 2019-20	D-1
<b>Appendix E</b>	LCAP	E-1
Appendix F	Leaders & Scholars Legal Documents:	
	Leaders & Scholars, Inc. Bylaws	F-1
	Leaders & Scholars, LLC Operating Agreement	F-2

## **AFFIRMATIONS and ASSURANCES**

As the authorized petitioners, we the executives and founders of the Delta Elementary Charter School Board of Directors, Don Clark, Board founder, and Dominic DiMare, Board Vice President, hereby certify that the information submitted in this petition for a California public charter school to be named Delta Elementary Charter School (the “Charter School”), and to be located within the boundaries of the River Delta Unified School District (“RDUSD” or the “District”) is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- River Charter Schools declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to noncore, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D)
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- The Charter School will follow any and all other federal, state, and local laws and regulations that apply to the Charter School including but not limited to:
  - The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
  - The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]
  - The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Section 47605-47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legal required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

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Don Clark, Co-Lead Petitioner

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Date

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Dominic DiMare, Co-Lead Petitioner

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Date

## **I. INTRODUCTION**

Delta Elementary Charter School (Charter School) is a site-based, traditional calendar charter school serving students in transitional Kindergarten through sixth grade. This school provides a family oriented, community-based intimate learning environment that is devoted to the academic, social, linguistic, and personal success of each child. This school has the primary objective of enabling its students to become self-motivated, competent, and lifelong learners.

### **A. GOALS FOR SCHOOL**

- Delta Elementary Charter School will attack the ethnic and socioeconomic achievement gap to enable students to become self-motivated, competent, and lifelong learners who are prepared for a lifetime of opportunities and change.
- Delta Elementary Charter School will continue to provide personal growth and development opportunities in the areas of: Intellectual development, social development, physical and emotional health, technological knowledge and skills, service to their local community, creative talents in the creative and performing arts, and create a student-centered learning environment.
- Delta Elementary Charter School shall provide a multiethnic, student-centered learning environment that focuses on student achievement on an individual basis so that every student can reach his/her optimum academic performance level.
- Delta Elementary Charter School's educational program is based on the California Common Core State Standards within an educational experience that will also include technology, fine arts, athletics, and project based learning to support the intellectual, social, physical, and emotional development of a student in the 21st Century.
- Delta Elementary Charter School integrates the components of local agribusiness into curriculum and technological innovation and mastery as part of the core academic program. Delta Elementary Charter School will create local partnerships that value local businesses and farmers.
- Delta Elementary Charter School will provide multiple opportunities for cross-cultural understandings.

### **B. FOUNDING GROUP**

The founders of Delta Elementary Charter School are a committed, dedicated, and highly educated group of teachers, parents, and community members interested in providing students with an exemplary elementary school education. The founders bring together the combined experience of working in the areas of community advocacy, school finance, business, school administration, school curriculum, instruction, governance, and assessment, and have brought together independent consultants to provide advice in the legal and educational fields. See



Appendix A for a listing of the founders and consultants and their expertise and involvement in the Charter School.

## **II. EDUCATIONAL PROGRAM**

*Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. — California Education Code Section 47605(b)(5)(A).*

*Governing Law: The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).*

### **A. MISSION**

The Mission of Delta Elementary Charter School (“Charter School”) in Clarksburg is to provide a family-oriented, community-based intimate learning environment that is devoted to the academic, social, linguistic, and personal success of each child.

### **B. VISION**

The petitioners for the charter seek to capitalize on one of the last true small communities in Yolo County and surrounding counties. They are committed to building a collaborative learning community of parents, teachers, community members, farmers and students, all dedicated toward the goal of increasing pupil achievement at Delta Elementary Charter School, a special place to learn.

### **The School’s Student Body**

Delta Elementary Charter School’s educational program has been developed to provide expanded educational choice and opportunities for families in Clarksburg and surrounding communities. The Charter School will strive to enroll a student body that is representative of the diversity of the surrounding community. The Charter School offers a school setting that reflects the community’s desire to have access to a rigorous academic program that includes visual and performing arts, technology, athletics, and agriculture. The Charter School will continue to focus on parent and community involvement, reach out to all stakeholders, and ensure that the educational needs of all students are being met.

The Charter School serves students whose families have an interest in and a commitment to the Charter School’s joint philosophy and vision.

The Charter School shall be nonsectarian in its admissions policies, employment practices, and all other operations. The school shall not discriminate against any student on the basis of the

characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). The founders believe that the personal attention and quality of the school's academic program can greatly benefit all students, regardless of their educational history.

<b>Ethnicity</b>	<b>Percentage</b>
African American	1
American Indian/Alaskan Native	0
Asian	1
Filipino	1
Latino or Hispanic	38
Pacific Islander	0
White	51
Multiple or no response	8
<b>Sub-Group</b>	
Free or reduced lunch participants	34
English learners	16
Students with disabilities	2
<b>Parent Educational Level</b>	
Not a high school graduate	10
High school graduate	15
Some college	31
College graduate	32
Graduate school	12

Source: California Department of Education 2013-2014

### **Faculty/Staff**

All core teachers will hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in a non-charter public school would be required to hold in accordance with Education Code Section 47605(l). Teachers will be responsible for carrying out the Charter School's educational program, teaching the core academic classes, overseeing students' academic progress, and monitoring assessment.

All staff members (classified and certificated) will receive extensive training on goals and vision of Charter school to ensure a strong commitment/fit.

### **Academic Calendar**

The following represents an example of the Charter School's school calendar.

<b>Sample Calendar</b> (For Reference only – specific dates will change annually)	
Summer Professional Development	August 4-8
First Day of Instruction	August 13
Veterans’ Day	November 11
Thanksgiving Break	November 25-27
Winter Recess	December 21-January 8
MLK Holiday	January 18
Presidents’ Day	February 8 and 15
Spring Recess	March 29-April 2
Memorial Day	May 31
Last Day of Instruction	June 5

Instructional Days: minimum, 180

Pupil Free professional development Days: minimum, 4

### **Daily Instructional Minutes**

Currently, the school day will begin at 8:30 a.m. and conclude at 3:15 p.m. Each day will include a 35-minute lunch period and a 15-minute break. In lieu of this, the times may be adjusted to align with District school schedules. The total number of offered daily instructional minutes under this schedule is 325 minutes, which exceed the state requirement of instructional minutes for all grades pursuant to Education Code Section 47612.5(a).

### **An “Educated Person” in the 21st Century**

The Charter School will endeavor to enable its students to receive educational experiences that will prepare them for high school, college, leadership, and life. The Charter School shall graduate students with the skills and attributes that are critical for all 21st Century learners.

To be a well-educated person of the 21st Century, one needs

- To think creatively and critically, to have problem-solving skills, and to develop learning and reasoning skills to prepare for lifelong learning
- To be able to set short- and long-term goals
- To have a deep understanding of the humanities, sciences, and arts
- To be capable of using technology as a tool in the pursuit of continued learning
- To be an exceptional communicator in many forms of communication
- To possess the attributes of responsibility, citizenship, sociability, diligence, civility, integrity, and honesty

The attributes of an educated person in the 21st Century include:

- Literacy and appreciation of the arts, science, mathematics, and history
- Understanding the scientific and mathematical processes

- Ability to gather and organize information and critically assess data
- Ability to think critically, analytically, creatively, and logically
- Ability to communicate complex ideas
- Ability to work with people of various backgrounds

### **How Learning Best Occurs**

Learning best occurs in a student-centered environment where the teachers involve and challenge the students with issues that the students regard as important and meaningful. The Charter School will provide:

- A safe and nurturing environment.
- An environment where diversity is celebrated (ethnic, racial, cultural, philosophical, and/or individual): An educational environment that builds on student strengths through enrichment activities, independent research, problem solving, critical thinking, music, art, science, and technology.
- A school that treats all youth as gifted and talented by offering an accelerated and academically rich curriculum to all students.
- An educational experience that prepares pupils for successful learning opportunities and prepares them for successful college and/or careers.
- A haven where students can build sustained and caring relationships with their fellow students, teachers, and community members.
- An environment where all school community members (students, teachers, parents, community volunteers, and administration) collaborate to achieve their school vision by sharing the responsibility and decision making for curriculum, instructional strategies, and school organization.
- Thematic programs that support tiered instruction and activities that allow for multi-disciplinary learning coupled with alternative responses and solutions.

Learning will best occur when:

- Focus is placed on individual personalized learning, which can provide flexibility for the students to pursue their intellectual interests.
- Parents are actively involved as participants in support of their child's education.
- Community volunteers are actively engaged in the education and development of youth in their community.
- Students, teachers, and parents understand the metrics for success and share high expectations for success.
- Students receive tiered instruction and are involved in activities that allow for alternative solutions.
- Teaching methodologies encourage students to think creatively and critically.
- Technology is integrated into the curriculum as a tool to help students achieve academic success.

## Methods of Instruction

The Charter School shall provide a small learning environment and contribute to educational reform by providing Common Core State Standards-based instruction. The Charter School intends to provide each student with powerful learning experiences that are differentiated to meet individual student needs. Mentoring of students by staff as well as fellow students at the Charter School will foster positive learning experiences, further develop the community, and diminish the need for remediation.

A combination of small- and large-group instruction will be used to deliver the curriculum with one-on-one help, including mentoring assistance for those who are in need of additional enrichment. The founders believe that this approach to learning will provide powerful learning experiences for all students within the Charter School.

Delta Elementary Charter School will work to:

- Create small communities of learning where stable, close, mutually respectful relationships with adults and peers are considered fundamental for intellectual development and personal growth; and
- Teach a core academic program that utilizes research-based instructional practices and promotes artistic, scientific, and mathematical literacy, as well as critical thinking and reasoning.

The following key elements, together, comprise the Charter School's approach to instruction:

- Common Core State Standards-based instruction
- Project-based learning ("PBL")
- High quality professional development
- Integration of technology
- Art and Music

The Charter School understands the importance of using research-based instructional practices to promote student achievement. In order to address how learning best occurs, faculty will be trained to: (1) design standards-based instruction (using the principles of backward design); (2) align appropriate assessments to the standards; and (3) implement project-based instructional activities that are aligned to standards and reflect research-based best practices, as detailed in the Buck Institute's *Project Based Learning Handbook*. Teachers will also design instruction that incorporates strategies detailed in *Classroom Instruction That Works*, by Marzano, Pickering, and Pollock. The following provides a detailed description of the standards-based instructional design process that the Charter School shall follow, which has been successfully implemented at Delta Elementary Charter School.

The method, known as "backward design," is an instructional design method with a strong research base currently being employed in reform efforts across the nation. Originally published in *Understanding by Design*, by Grant Wiggins and Jay McTighe, this process of instructional

planning provides teachers with a method for aligning standards, assessment, and instruction. This process is one in which teachers start with the desired results (goals or standards) – and then derive the curriculum from the evidence of learning (performances) called for by the standard and the teaching needed to equip students to perform. There are three distinct stages of this process that the Charter School will use. The three stages are as follows:

#### Stage 1: Unpacking and Prioritizing State Content Standards:

Teachers and administrators will apply specific tools necessary to “unpack” and prioritize content standards. This is a necessary prerequisite step to design effective assessments that are aligned to the standards. Specifically, teachers will:

- Understand the three steps of the backward design process (identifying desired results, designing and aligning assessments to those results, differentiating instruction to meet the needs of all learners).
- Apply a concrete process for analyzing standards which helps teachers internalize the standards as well as determine the following information:
  - Level of thinking (based on Bloom’s Taxonomy) required by students to reach mastery of the standard (this will be tied to creating assessments).
  - Percentage of questions from the Smarter Balanced Assessment Consortia that relate to each strand of the standards. Value added assessments to be utilized to measure student growth.
  - Identification of standards that will serve as “anchors” upon which units can be based. Other standards are tied to these “anchor” standards within each unit designed by teachers (this will be tied to creating assessments for units as well as individual lessons within the unit).

Teachers in each of the content areas, including physical education and visual and performing arts, will use common core state content standards as part of this process.

#### Stage 2: Aligning Assessments (formative and summative) to Common Core State Standards

Teachers will design effective assessments that are aligned to standards and provide an accurate measure of a student’s ability to engage in the level of thinking that is required by each standard.

Specifically, teachers will:

- Use of Evaluation rubric: goals and objectives specific to measure teachers’ effectiveness as related to student achievement
- Targets to be met to demonstrate progress (rubric scores)
- Insight Core Framework
- Identify four overarching assessment methods (selected response, constructed response, performance assessment, and personal communication) from which to choose when designing standards-based assessments (both formative and summative).
- Analyze content standards to determine the “achievement target” embedded within each standard (achievement targets are the link between standards and assessment).

- Match an appropriate assessment method to each standard.
- Establish and articulate clear criteria for reaching proficient performance on standards.

### Stage 3: Differentiating Instruction to Meet the Needs of All Learners

Teachers will design innovative instructional strategies by:

- Differentiating the content, process, and products delivered to students in order to provide equal access to standards-based education for all learners (including English Learners [“EL”] and students with special needs)
- Writing effective standards-based lesson plans
- Exploring how all learners (including ELs and special needs students) vary in their readiness, interests, and learning profiles
- Using a repertoire of research-based instructional strategies proven to increase student achievement in a standards-based system (e.g., latest research from Marzano, Pickering, Pollock, Schmoker, Tomlinson, BIE, Insight Education Group)
  - All coursework will involve a rich repertoire of instructional strategies, curriculum, and materials. Many of the sample instructional strategies listed below incorporate one or more of the nine research-based strategies proven to have a positive effect on student learning, as described in *Classroom Instruction That Works* (Marzano, Pickering, Pollock, 2001).
  - Sample instructional strategies will include: Use of Insight Core Framework to measure lesson delivery effectiveness
    - Project-based learning and other ways of experiencing real-world problems
    - Collaborative investigations and demonstrations
    - Mini-lessons that address specific skills within the context of larger projects
    - Guidance and adequate time to self-reflect and self-assess
    - Democratic classrooms and school structure
    - Authentic assessments
    - Direct instruction
    - Research-based projects
    - Cooperative group work and projects
    - Interdisciplinary approaches to curriculum
    - Presentation of clearly defined “learning targets” for all students by all teachers
    - Rubric designed for self-assessment (Teacher Assessment System: TAS)
    - Involvement of community members and educational partners in instructional presentations
    - Mentoring program
    - Peer study groups
    - Creation of learning experiences that promote understanding, interest, and excellence



- Innovation and enhancement of current standards-based adopted programs

As a result of implementing and using this process, educational objectives become the criteria by which materials are selected, content is outlined, instructional procedures are developed, and tests and examinations are prepared. Teachers will use the process on a continual basis to evaluate the effectiveness of materials and instructional strategies used in their classrooms. Thus, the process will serve as the vehicle for ongoing conversations among grade levels and departments at the Charter School. Specifically, all teachers will be charged with the responsibility of meeting weekly, as a staff, to engage in lesson study and the examination of student work in order to critically examine lessons to determine their effectiveness.

As demonstrated by the sample interdisciplinary standards-based units found in the curricular section of this charter, the backward design process enables teachers to design and deliver comprehensive standards-based lessons in which multiple standards from across the content areas are effectively addressed and assessed.

### **Project-Based Learning**

A key instructional approach to meeting a variety of student needs is standards-based project-based learning. Standards-focused PBL is a *“systematic teaching method that engages students in learning knowledge and skills through an extended inquiry process structured around complex, authentic questions and carefully designed products and tasks.”* Research shows that students engaged in PBL *“construct solutions, thus shifting the emphasis [from the product] toward the process of learning”* (Buck Institute for Education, 2004, <http://www.bie.org/>).

Project Based Learning is a teaching method in which students gain knowledge and skills by working for an extended period of time to investigate and respond to a complex question, problem, or challenge. Essential Elements of PBL include:

- Significant Content - At its core, the project is focused on teaching students important knowledge and skills, derived from standards and key concepts at the heart of academic subjects.
- 21st century competencies - Students build competencies valuable for today’s world, such as problem solving, critical thinking, collaboration, communication, and creativity/innovation, which are explicitly taught and assessed.
- In-Depth Inquiry - Students are engaged in an extended, rigorous process of asking questions, using resources, and developing answers.
- Driving Question - Project work is focused by an open-ended question that students understand and find intriguing, which captures their task or frames their exploration.
- Need to Know - Students see the need to gain knowledge, understand concepts, and apply skills in order to answer the Driving Question and create project products, beginning with an Entry Event that generates interest and curiosity.
- Voice and Choice - Students are allowed to make some choices about the products to be created, how they work, and how they use their time, guided by the teacher and depending on age level and PBL experience.

- Critique and Revision - The project includes processes for students to give and receive feedback on the quality of their work, leading them to make revisions or conduct further inquiry.
- Public Audience - Students present their work to other people, beyond their classmates and teacher.

Brain-based research conducted by Kotulak (1996) and Kuhl (1994) has shown that human beings learn most what is most meaningful to them. Conversely, new material for which there is no connection is discarded. If an emotional connection is made during learning, the material learned is reinforced. Furthermore, a recent review of research on project-based learning (Thomas, 2000) suggests that PBL is a teaching method that may be particularly well adapted to disadvantaged youth, such as the ones who will be served at Delta Elementary Charter School. According to this research, PBL makes the content areas more relevant and meaningful to disaffected youth, while enhancing the *quality* of student learning and the development of self-directed learners. The same review also proves that PBL does enhance professionalism and collaboration among educators.

All project-based units will reflect the principles of backward design – the project content and processes will be framed by an essential question that is aligned to standards. Each project will be anchored by an enduring understanding standard or big idea that teachers have identified within the content standards. Enduring understanding standards generally require high levels of critical thinking (analysis, synthesis, and evaluation on Bloom’s Taxonomy) and also require a performance assessment to adequately assess student mastery of such standards. Therefore, project-based learning provides a successful vehicle through which students can demonstrate their mastery of big ideas that reside at the heart of content standards. Along with the enduring understanding standard that anchors each project, teachers will identify standards that represent discrete skills or isolated pieces of knowledge that support the enduring understanding or big idea. Students will address these standards in relation to the big idea, which will enable students to see the connections between isolated facts or discrete skills and the big idea. This approach to curricular design and delivery is solidly grounded within the backward-design approach to curricular planning and provides for a meaningful comprehensive way in which to promote mastery of content standards.

Students will continue to be assessed for their mastery of standards, as well as their ability to solve problems individually and in cooperative groups. Project design will continue to incorporate rigorous and complex problems that require students to understand the relationships between concepts from different disciplines. All projects will continue to culminate in a tangible product and often a public exhibition of the students’ work. Furthermore, all projects will continue to reflect the “6 A’s” of high quality PBL:

- Authenticity
- Academic rigor
- Applied learning
- Active exploration
- Adult relationships
- Assessment

## **High Quality Professional Development**

Although not explicitly a method of construction, a key component of the Charter School's approach is to continually work with our staff to ensure the teaching staff are constantly improving in their instructional delivery and content mastery. One of the most successful ways to accomplish this high quality professional development is to ensure that teachers and administration, work in a collaborative environment, with extensive opportunities for improvement and self-reflection. The educational program is designed to allow teachers the opportunity to work collaboratively throughout the entire educational process, from planning their lessons, daily instruction, as well as periods of reflection. The weekly calendar will allow for grade level teams to work collaboratively as well as the entire staff to share best practices.

Professional Development (PD) will be focused on specific best practices around common core implementation.

PD will focus on the five core practices as outlined through the Insight Education Group research

1. Know the discipline well
2. Prioritize evidence over opinion
3. Grow and Improve students' knowledge base
4. Assess progress towards mastery
5. Promote intellectual risk taking and persistence

## **Integration of Technology**

In order for our students to be successful in achieving our goal of all students being an “educated person” in the 21<sup>st</sup> century, technological mastery is paramount. The tools of technology will be an integral part of all students and adults lives and should be a key component of our student's educational experience. Our students will be able to know about and use numerous forms of technology to demonstrate what they know and utilize this technology to learn about the world around them. A key component of our educational program is the use of electronic assessments, including but not limited to Accelerated Reader, as well as computer adaptive formative and summative assessments that are aligned to common core standards.

## **C. CURRICULUM**

Common Core aligned curriculum will be used as a tool to ensure students are mastering content areas. Innovative curricular programs will be founded on the research-based approach described in *Understanding by Design* (backward design) (Wiggins and McTighe, 2001), and on innovations in project-based learning (Buck institute for Education). By integrating backward design into PBL, teachers are empowered to use creative and authentic instructional methods, while ensuring the coverage of California Common Core state standards within the project context. The traditional backward-design process guides teachers through a three-step process: (1) internalization and prioritization of state content standards; (2) differentiated assessment methods aligned to prioritized standards and identified learning targets; and (3) innovative, research-based instructional strategies clearly articulating student learning objectives. In a

standards-based PBL model, the third step is a process of aligning standards and assessments to real-world learning applications that take the shape of meaningful, rigorous, and assessable projects.

At Delta Elementary Charter School, students are expected to be engaged in the curriculum and learning objectives at all times. Teachers are expected to continuously communicate learning objectives to all students while formatively and summatively assessing for student mastery of all concepts and state content standards. Research clearly suggests that learning best occurs when students are actively engaged in their own learning. This requires that students are involved in conversations about learning objectives, instruction, and assessment.

As part of the curriculum design process, research-based instructional strategies for increasing student achievement will be embedded into the daily culture of the classroom. Teachers will be challenged to examine the three elements of effective pedagogy: instructional strategies, management techniques, and curricular design. Teachers will receive professional development around effective strategies that engage students to ensure active participation and growth in core curricular areas.

## **The Core Curriculum**

Textbooks and materials will be used along with a variety of supplemental resources aligned to Common Core State Standards. The academic core curriculum will include reading and language arts, mathematics, history and social science, and science. Highly assessed “key” standards will define for each subject and grade the most important knowledge that students must acquire and the skills that they must master. Other standards that represent discrete learning skills will be linked to the key standards (as demonstrated in the sample units above) in order to bring relevance to the standards that represent isolated skills. Clustering standards in this way, prior to choosing curricular resources, will ensure that the school’s choice and use of curricular resources are aligned to state content standards. As described in the Common Core Standards, in Mathematics, the Charter School’s students will be able to apply the following:

### Standards for Mathematical Practice

- Make sense of problems and persevere in solving them.
  - Find meaning in problems
  - Analyze, predict and plan solution pathways
  - Verify answers
  - Ask themselves the question: “Does this make sense?”
- Reason abstractly and quantitatively.
  - Make sense of quantities and their relationships in problems
  - Create coherent representations of problems
- Construct viable arguments and critique the reasoning of others.
  - Understand and use information to construct arguments
  - Make and explore the truth of conjectures

- Justify conclusions and respond to arguments of others
- Model with mathematics.
  - Apply mathematics to problems in everyday life
  - Identify quantities in a practical situation
  - Interpret results in the context of the situation and reflect on whether the results make sense
- Use appropriate tools strategically.
  - Consider the available tools when solving problems
  - Are familiar with tools appropriate for their grade or course ( pencil and paper, concrete models, ruler, protractor, calculator, spreadsheet, computer programs, digital content located on a website, and other technological tools)
- Be precise.
  - Communicate precisely to others
  - Use clear definitions, state the meaning of symbols and are careful about specifying units of measure and labeling axes
  - Calculate accurately and efficiently
- Look for and make use of structure.
  - Discern patterns and structures
  - Can step back for an overview and shift perspective
  - See complicated things as single objects or as being composed of several objects
- Look for and identify ways to create shortcuts when doing problems.
  - When calculations are repeated, look for general methods, patterns and shortcuts
  - Be able to evaluate whether an answer makes sense

In Mathematics, students will also be responsible for learning the content and the skills at each grade level of the Common Core State Standards. For example, an overview of the Kindergarten mathematics standards is included below.

## Grade K Overview | Mathematics

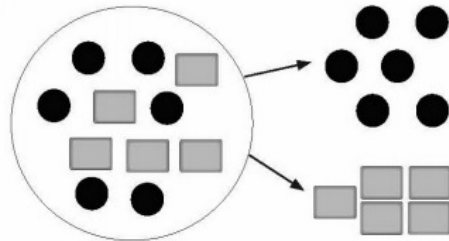
Kindergarten students learn to count to 100 and write numbers to 20. Attention is given to numbers 11-20 where emphasis is placed on tens and ones building a foundation for place value understanding. Beginning addition and subtraction starts in kindergarten. Students sort and classify groups of objects and identify basic shapes.

- Know number names and be able to count to 100
- Write numbers 0 – 20
- Learn about numbers 11-20, with tens and ones
- Count objects to tell the number of things in a group up to 20
- Compare numbers and groups



Which group has more? Which group has less?  
Are these groups equal?

- Understand that addition is putting together groups and adding to groups
- Understand that subtraction is taking apart groups and taking from groups
- Fluently add and subtract within 5
- Understand concepts of time (morning, afternoon, evening, etc.)
- Know about the tools that measure time (clock, calendar, etc.)
- Sort objects into groups



## Reading and Language Arts

Similarly for English Language Arts, the Charter School students, will become proficient at all of the adopted Common Core State Standards for ELA.

The Charter school will adopt and include the 2013 Science standards in its educational delivery system. The Charter School students will know and be able to for the following:

## History and Social Science

Students will understand and apply knowledge in the areas of history, geography, economics, civics, and government to appreciate the interrelationships that exist within our complex 21st

Century. They will develop the skills of a historian through research and the use of primary sources.

### Science

Students will apply their knowledge of science in the three dimensions of the Next Generation Science Standards (Practices, Crosscutting Concepts, and Disciplinary Core Ideas). There will be a focus on involving deeper understanding and application of content than the often fact-driven standards previously seen in California.

### **Other Areas of Emphasis in Curriculum**

In addition to the core curriculum, the Charter School will also emphasize several other curricular areas in its course of study, including (1) health, especially those elements cited in the California state standards; (2) physical education, as outlined in the *Physical Education Content Standards for California Public Schools*; and (3) visual and performing arts, as spelled out by grade level in the *Visual and Performing Arts Content Standards for California Public Schools*. Although not necessarily designed as separate courses of study, agricultural sciences and language study will be incorporated throughout the curriculum.

### **Unique Aspects of the Charter School's Program**

Curricular decisions will be approved by the Charter School's Board of Directors. The Charter School's staff shall be encouraged to offer their expertise in selecting appropriate curricular materials.

The courses of study developed for the Charter School will be intellectually demanding, relevant, and taught through an interdisciplinary team-teaching approach. Based on current research on how students learn, this interdisciplinary team-based approach reinforces brain-based learning. It has been demonstrated that students are better able to retain information when curriculum is presented in an integrated setting rather than in isolation.

The Charter School's teachers are encouraged to use an interdisciplinary approach in a standards-based system with student-centered learning opportunities. This will be accomplished through the seamless integration of standards with project-based learning, as described above. In order to ensure the effective integration of these pedagogical approaches, all staff members shall have a variety of opportunities for professional development, including staff development to enhance the school's team-based approach to learning. Staff training shall be focused on the academic state content standards, best practices in teaching, and accountability for school-wide goals.

The Charter School will implement a comprehensive model of continuous school improvement, which includes staff professional development as well as personalized coaching to help teachers implement concepts in their classroom in a practical way that meets their needs. The Charter School will encourage teachers to identify the types of professional development that they need in order to fulfill the mission and vision of the school.

Teachers and administrators have received onsite professional development from the McGraw Hill publishers of our newly adopted, common core, aligned curriculum. Additional training has been scheduled for the 2014-15 school year to ensure a strong understanding on content and delivery strategies, as well as, understanding the use of assessment tools to modify instruction as needed. Additional professional development will focus on topics that are relevant to the Charter School's mission, such as project-based learning.

Teachers will be encouraged to share with the staff and Charter School directors the areas where they feel a need for more support and professional development. Peer support teams and informal and/or formal interdisciplinary teams will promote the Charter School as a place for professional and personal growth for every staff member, as well as a place for learning for every student.

Technology will be available for all students as an integral part of their curriculum, staff members will be adequately trained in the use of computers and tablets and their application to curricular planning and development and for data retrieval and analysis.

The standard for high quality student work will be enhanced and enabled by excellent teaching within a supportive school culture in which:

***Teachers are expected to:***

- Demonstrate annual progress on school's teacher/staff rubric
- Possess demonstrable professional competence; maintain emotional and physically safe learning environments.
- Implement Common Core State Standards-based education in all areas of the curriculum.
- Use curricular materials and assessment practices that are aligned with Common Core State Standards.
- Provide content and performance standards that are clear, including required academic performance levels, for all parents and students.
- Assign regular and relevant homework linked to content and performance standards.
- Establish the development of literacy as a high priority.
- Utilize support personnel, including parent and community volunteers.
- Facilitate student access to human services agencies and to other appropriate organizations.
- Encourage innovation and academic excellence.

***Learning opportunities include the following:***

- Students will be encouraged to collaborate and work effectively with other students in the K-6 community.
- Students shall have opportunities to participate in a well-articulated physical fitness and athletics program that will promote lifelong fitness.
- Students shall have opportunities to participate in visual and performing arts programs.



- Students will develop individual goals for high school, post-high school, and career planning.

#### **D. CHARTER SCHOOL ANNUAL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES**

Pursuant to Education Code Section 47605(b)(5)(A)(ii), the Charter School has developed annual goals to be achieved in the state priorities school wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals. The Charter School annually revises its goals during the process of adopting the LCAP. The 2013-14 LCAP is included in this document in appendix E, and the current LCAP is on file with the District.

#### **E. PLANS FOR STUDENTS WHO ACHIEVE BELOW OR ABOVE GRADE LEVEL**

It is the primary goal of the Charter School to have a student body meeting or exceeding state standards on all achievement tests. Establishing a comprehensive intervention system is a critical component of a sound educational program. It is the intention of the Charter School to implement academic support structures for students and their identified needs. There are two particular groups of students who need strategically differentiated intervention/enrichment programs. First, students who do not meet their progression towards proficiency in English language arts, English language development, and mathematics, and need intervention programs. Second, students who are achieving above grade level will also benefit from enrichment programs, which will be a regular part of their daily curricular experience.

The Charter School promotes success for all students. The Charter School believes all students can achieve high standards, regardless of their strengths, weaknesses, and life experiences, and therefore, should be offered opportunities to engage in a rigorous curriculum.

##### **Students Achieving Above Grade Level**

Students who are achieving above grade level will be provided with opportunities to extend and expand on the common core state standards. Teachers will engage students with open ended projects and allow students to work at their individual level to challenge and enhance their experience and produce the best work in accordance with their ability. The school will also provide appropriate reading material to build student awareness and imagination. Understanding and comprehension of reading material will be assessed using the Accelerated Reading program and individual goals set to challenge the student. Students will be identified as achieving above grade level primarily through daily teacher interactions and daily assessments in the classroom. Extension activities through Project Based Learning opportunities will be provided for accelerated learners.

##### **Students Not Meeting Standards**

Students who are not meeting grade level benchmarks will be provided additional interventions. In order to determine which students are operating below grade level, the Charter School will

utilize several techniques. One of the primary ways of identifying these students is through the daily teacher interactions with the student. Teachers are offering daily assessments, checking for understanding regularly and providing students with ample opportunities to demonstrate their mastery of skills. In addition to the teacher identification of those students not meeting grade level benchmarks, the Charter School will employ a series of assessments early in the school year to determine the student's performance level. These monthly assessments will be based on items derived from a common core item bank, which will provide the teacher with diagnostic information about each student's performance and identify those students in need of extra help. Finally, the Charter School will use the results of the state assessments when identifying those students in need of remediation. Above all, this is a data driven process, where the teacher and administrator will work together in this identification.

The interventions provided to the students will focus on building and supporting basic reading, writing, and math skills for success in the regular grade level appropriate curriculum. Additionally, the interventions will provide opportunities for students to relearn concepts already presented to them. Students will be identified for intervention, based CAASPP data (students not meeting state standards), diagnostic assessments to be administered by classroom teachers, and any other classroom-based assessment data relevant to student achievement.

### **Student Success Team**

The Charter School is committed to working with students who are performing below grade level to help them achieve at expected levels and to those students who are performing above grade level and needing additional challenges. The Charter School will identify students who are performing below or above grade level, or those students otherwise having behavioral issues, and use a student success team ("SST") process to develop a plan to address their individual needs.

The Charter School Responsiveness to intervention (RTI) is a multi-tiered service-delivery model. For students who are not progressing with Tier 1-2 interventions, Tier 3 interventions will be provided. Tier 1 interventions include targeted instruction and flexible grouping and ongoing assessments. Tier 2 interventions are monitored by the Learning Center Coordinator to ensure a more targeted support program. Assistance at tier 3 level may be more frequent, involve smaller group aide or additional time provided to complete tasks. Tier 3 may utilize specific materials or programs that focus on the targeted need. The Charter School's Learning Center Coordinator will monitor and ensure that Tier 3 interventions are provided and will be responsible to monitor progress. A mix of pullout and push in services will be utilized with the goal of fewer classroom pullouts or interruptions. The Learning Center Coordinator will be responsible for monitoring and working with the classroom teacher to ensure that appropriate interventions are being implemented.

An SST uses a systematic problem-solving approach to assist students with concerns that are interfering with success. The SST clarifies problems and concerns; develops strategies and organizes resources; provides a system for school accountability; and serves to assist and counsel the parent, teacher, and student. An SST is a general education function. All students can benefit from an SST, including, but not limited to, those students achieving below or above grade level and students who have experienced emotional trauma, behavioral issues, or language issues.

Anyone who has a concern for a student can refer that student to the SST for consideration. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns, and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents, counselors, doctors, administrators, social workers, and law enforcement personnel. The meeting is designed to bring out the best in the people involved.

The Charter School's 12 SST meeting steps shall include:

1. Team members introduce themselves and their roles.
2. The purpose and process of the meeting are stated.
3. A timekeeper is appointed.
4. Strengths are identified.
5. Concerns are discussed, clarified, and listed.
6. Pertinent information and modifications are listed.
7. Concerns are synthesized, with one or two chosen for focus.
8. Strategies to deal given concerns are brainstormed.
9. Team chooses best strategies to carry into action.
10. Individuals make commitments to actions.
11. Persons responsible and timelines for actions are recorded.
12. Follow-up date is set. 6-8 weeks

If the concerns continue to exist after an SST plan has been implemented, revisions to the plan may be discussed or, if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST. The RDUSD Special Education team will be requested to assist in formal assessments to determine if district services are required.

## **F. PLAN FOR ENGLISH LEARNERS**

The Charter School will meet all applicable legal requirements for English Learners as it pertains to annual notification to parents, student identification, placement, program options, core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. Teachers will create a plan that ensures that EL's needs are being met on a daily basis. School goal is that each student will be reclassified within 5 years.

### **Home Language Survey**

The Charter School will administer the home language survey upon a student's initial enrollment in the Charter School.

## **CELDT Testing<sup>1</sup>**

The California English Language Development Test (CELDT) will be administered to all students who indicate that their home language is a language other than English within 30 days of initial enrollment<sup>2</sup> and at least annually thereafter between July 1 and October 31<sup>st</sup> until they are re-designated as fluent English proficient.

## **Reclassification Procedures**

Reclassification procedures provide for multiple criteria in determining whether to classify a pupil as proficient in English, including, but not limited to, all of the following: School will coordinate with RDUSD plan to ensure consistency on process

- Assessment of language proficiency, using an objective assessment instrument; this includes, but is not limited to, the California English Language Development Test.
- The pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil may evaluate the pupil's mastery of the curriculum.
- Parental opinion and consultation may be sought through a notice to parents or guardians. This includes language reclassification and placement, giving the parents an opportunity to participate in the process.
- A comparison may be made of the pupil's performance in basic skills against an empirically established range of performance and basic skills. The comparison should be based on the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within 30 days of receiving results from the publisher. The CELDT shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

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<sup>1</sup> All references in the charter petition to the CELDT will be understood by the Charter School and the District to mean the English Language Proficiency Assessments for California ("ELPAC"), when it replaces the CELDT.

<sup>2</sup> The 30-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing from their prior school of enrollment.

## Strategies for English Learners

The instructional design model to be used by the Charter School places a heavy emphasis on differentiating instruction to meet the needs of English language learners based on their academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers will be trained on a variety of instructional strategies to be used specifically with English language learners. These strategies include, but are not limited to, the following techniques:

**Total Physical Response (TPR).** Developed by James J. Asher in the 1960s, TPR is a language-learning tool based on the relationship between language and its physical representation or execution. TPR emphasizes the use of physical activity to increase meaningful learning opportunities and language retention. A TPR lesson involves a detailed series of consecutive actions accompanied by a series of commands or instructions given by the teacher. Students respond by listening and performing the appropriate actions (Asher, 2000a). Asher emphasizes that TPR can be the major focus of a language program or an extremely effective supplement, but that in order for it to be truly effective, training should include "a special course along with hands-on experience monitored by a senior instructor who is also skilled in the intricate applications of TPR." (*For a detailed review of the research validating this approach, as well as sample lesson plans and examples of how to use it in the classroom, see Asher, 2000b.*)

**The Guided Language Acquisition Design (GLAD).** GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement and cross-cultural skills. GLAD is an instructional model that develops metacognitive use of high level, academic language and literacy. All teachers will be trained to utilize GLAD strategies, as it relies on teachers implementing specific strategies to enhance the learning environment.

**Cooperative Learning.** Robert E. Slavin (1995) has shown cooperative learning can be effective for students at all academic levels and learning styles. Other research indicates that cooperative learning can be an "effective vehicle for learning content and learning in a second language" (Calderon, 2001; Cohen, Lotan, Scarloss, and Arellano, 1999; McGroarty, 1989, as cited in Calderon, 2001, p. 280). Cooperative learning involves student participation in small-group learning activities that promote positive interactions. As Cochran (1989) notes, "Cooperative learning makes sense for teachers who have limited English proficient pupils in their classes because all students are given frequent opportunities to speak and because a spirit of cooperation and friendship is fostered among classmates." Through a shared learning activity, students benefit from observing learning strategies used by their peers. EL students can benefit from face-to-face verbal interactions, which promote communication that is natural and meaningful (Johnson, Johnson & Holubec, 1994; Kagan, 1994). Calderon suggests that "cooperative learning is effective when students have an interesting well-structured task, such as a set of discussion questions around a story they just read, producing a cognitive map of the story, or inventing a puppet show to highlight character traits" (2001, p. 280).

**Language Experience Approach** (also known as dictated stories). This approach uses students' words to create a text that becomes material for a reading lesson (Carrasquillo & Rodriguez, 2002). Students describe orally a personal experience to a teacher or peer. The teacher or another student writes down the story, using the student's words verbatim. The teacher/student then reads the story back as it was written, while the student follows along. Then the student reads the story aloud or silently. Other follow-up activities can be done with this approach. In this way, students learn how their language is encoded as they watch it written down, building sight word knowledge and fluency as they use their own familiar language. This approach allows students to bring their personal experiences into the classroom—especially important for culturally diverse students (Peterson, Caverly, Nicholson, O'Neal, & Cusenbary, 2000).

**Dialogue Journals** (also known as interactive journals). This approach is a way for teachers to engage students in writing. Students write in a journal, and the teacher writes back regularly, responding to questions, asking questions, making comments, or introducing new topics. Here the teacher does not evaluate what is written, but models correct language and provides a nonthreatening opportunity for EL students to communicate in writing with someone proficient in English, and to receive some feedback (Peyton, 2000; Reid, 1997). Reid's literature review and her action research project show dialogue journaling with a teacher to be beneficial in improving spelling and fluency.

**Academic Language Scaffolding.** The term "scaffolding" is used to describe the step-by-step process of building students' abilities to complete tasks on their own (Gibbons, 2002). Academic language scaffolding draws on Cummins's research in cognitive academic language proficiency (Chamot & O'Malley, 1994; Cummins, 1981). Scaffolding actually consists of several linked strategies, including modeling academic language; contextualizing academic language using visuals, gestures, and demonstrations; and using hands-on learning activities that involve academic language. These strategies are a central part of sheltered instructional methods but can be used in any classroom context. (See Gibbons [2002] for specific scaffolding strategies.)

**Native Language Support.** Whenever possible, EL students should be provided with academic support in their native language (Thomas & Collier, 2002). Even in English-only classrooms, and even when an instructor is not fluent in a student's language, this can still be done in a number of ways. According to Lucas and Katz (1994), a student's native language serves several important functions: it gives students "access to academic content, to classroom activities, and to their own knowledge and experience." In addition, they found that it also "gave teachers a way to show their respect and value for students' languages and cultures; acted as a medium for social interaction and establishment of rapport; fostered family involvement; and fostered students' development of, knowledge of, and pride in their native languages and cultures."

## **Monitoring and Evaluation of Program Effectiveness**

The evaluation for the program effectiveness for ELs in the Charter School will include:

- Adhere to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies

based on program design.

- Monitoring of student identification and placement.
- Monitoring of parental program choice options.
- Monitoring of availability of adequate resources.
- Teachers will be evaluated yearly using the Insight Core Framework Rubric.

## **G. SERVING STUDENTS WITH DISABILITIES**

### **Overview**

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Improvement Act (“IDEA”).

The Charter School shall be categorized as an independent local educational agency (“LEA”) member of the El Dorado County Charter Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a).

All certificated staff will receive training on the Response to Intervention model.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all of SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the ADA. The facilities to be utilized by the school shall be accessible for all students with disabilities.

### **Section 504 of the Rehabilitation Act**

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to, learning is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Principal or assigned administrator and shall include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable

about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records, including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team that will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing, and notice is given in writing to the parents or guardians of the student in their primary language along with the procedural safeguards available to them. If, during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education (FAPE). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the school's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications, or services that may be necessary.

All 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he or she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.



## **Services for Students Under the IDEA**

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA to access to Charter School students, staff, facilities, equipment and records as required by law.

### Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

### Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement polices relating to all special education issues and referrals.

### Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

### Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

### IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program (“IEP”) meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

### IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

### IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Charter School’s non-special education students. The Charter School shall also provide all

home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

#### Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

#### Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

#### Non-discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

#### Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

#### Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

#### SELPA Representation

The Charter School shall represent itself at all SELPA meetings.

#### Funding

The Charter School shall be subject to the allocation plan of the SELPA.

### **III. MEASURABLE PUPIL OUTCOMES AND ASSESSMENT OF STUDENT PERFORMANCE**

*Governing Law: The measurable pupil outcomes identified for use by the Charter School. “Pupil outcomes,” for purpose of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both school wide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.— California Education Code Section 47605(b)(5)(B).*

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. — California Education Code Section 47605(b)(5)(C).*

#### **A. SCHOOLWIDE OUTCOMES / METHODS OF MEASUREMENT (LCAP Reference: State Priority #4)**

The Charter School will measure school wide outcomes as required and referenced in its LCAP. In order to best serve our students and community, the Charter School will examine and refine its list of school-wide outcomes yearly.

#### **B. SUBJECT MATTER SPECIFIC PUPIL OUTCOMES**

The Common Core State Standards and California content standards define for each subject and grade the most important knowledge that students must acquire and the skills that they must master. Appropriate grade-level mastery of core academic skills will include, but not be limited to, the following:

##### **Reading and Language Arts**

Students will demonstrate strong reading, writing, speaking and language skills in multiple forms of expression (e.g., written, oral, multimedia, and performing arts) with communication skills appropriate to age, setting, and audience.

## **Mathematics**

Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within number sense and operations, functions and algebra, geometry and measurement, and statistics, data analysis, and probability appropriate to their skill levels.

## **History and Social Science**

Students will understand and apply knowledge in the areas of history, geography, economics, civics, and government to appreciate the interrelationships that exist within our complex 21st Century. They will develop the skills of a historian through research and the use of primary sources.

## **Science**

Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of the sciences. They will develop the skills of a scientist through research and lab opportunities.

## **Other Areas of Emphasis**

In addition to the core curriculum, as noted earlier in Section II of this document, the Charter School will also emphasize several other curricular areas in the course of studies offered the students from kindergarten through grade six. The areas include (1) health and nutrition; (2) physical education and athletics; (3) visual and performing arts; (4) agricultural science; and (5) project based learning.

## **C. OUTCOMES THAT ALIGN WITH STATE PRIORITIES**

Pursuant to Education Code Section 47605(b)(5)(B), the Charter School's outcomes that align with the state priorities and the Charter School's goals and actions to achieve the state priorities, can be found in the Charter School's current LCAP.

## **D. METHODS OF ASSESSMENT AND REPORTING OF DATA**

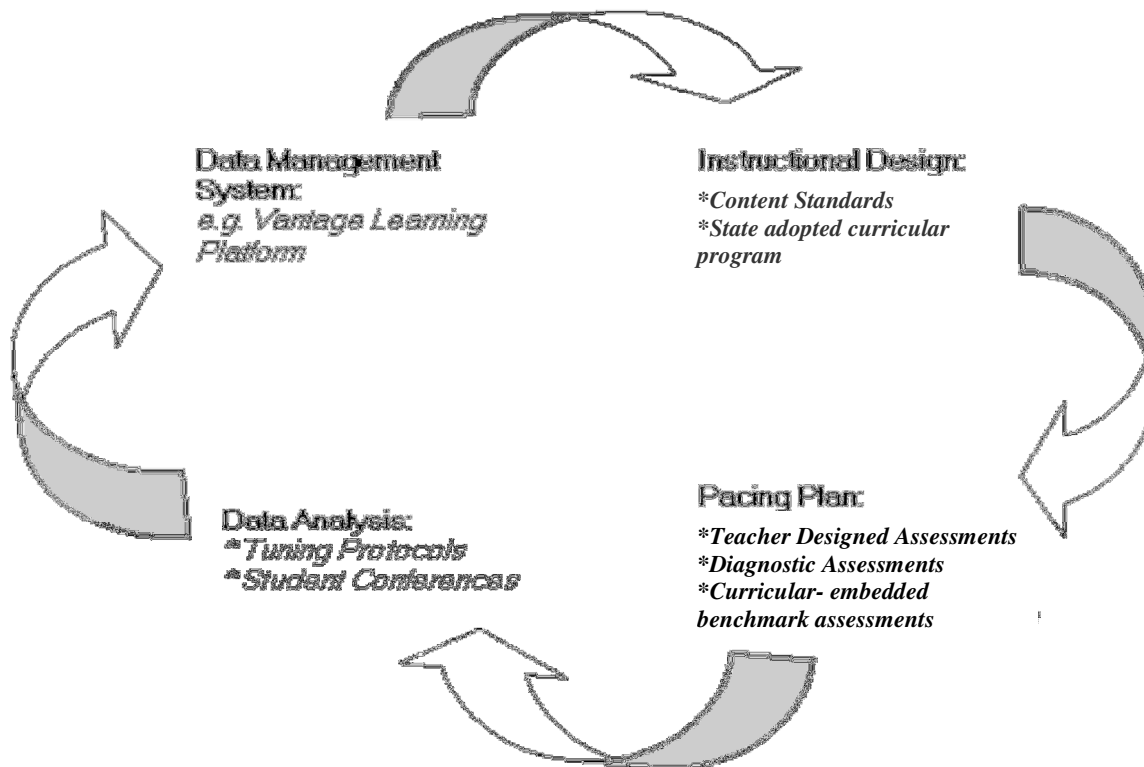
The Charter School shall conduct the required pupil assessments pursuant to Education Code Section 60605 and any other pupil assessments applicable to pupils in non-charter public schools. The Charter School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in its LCAP, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

The Charter School is dedicated to documenting student achievement of the Common Core State standards each year through state-mandated assessments.

The Charter School will implement a cyclical feedback process to ensure that measurable pupil outcomes are used to inform and guide instruction. Teachers will be trained to work with California state standards and the chosen curricular program(s) to determine pupil outcomes. The Charter School has chosen a curricular program that includes curriculum referenced tests that are aligned to its sequence. These tests, along with other curricular-embedded, nationally normed assessments, and teacher-designed assessments, will be used to assess student mastery of the standards. The Charter School utilizes school-wide pacing plans for each grade level that identify when each standard is assessed during the course of the year.

The Charter School will compile and disaggregate assessment data (by student subgroup), and create a variety of instructive data reports. These reports will be used by teachers and other staff to collectively analyze student performance and modify instruction as needed. Using this data staff will review student performance by subgroup and grade level. The Charter School will also employ a strategy of quarterly assessments in each grade. The results of these assessments will be aggregated and shared with the teachers, administrators to determine the best strategy for maximizing student performance. The Charter School staff and its governing board will examine the findings and plan to make appropriate adjustments to ensure the success of all students in the Charter School.

Teachers will meet weekly as an entire staff with the administration and the leadership team. During these weekly collaborative meetings, teachers will apply tuning protocols; use student data conferences and other data analysis processes to identify students' academic strengths and weaknesses; and use that information to guide their instructional design. The Principal will monitor the use of data to drive instruction.



The data analysis process will also help the Charter School staff determine which students are in need of intervention (remedial instruction) or enrichment. As stated above in the education program section regarding students achieving below grade level, students in need of intervention services who are performing two or more levels below their actual grade level (as indicated by diagnostic assessments and/or curricular-embedded assessments) and those students who are not meeting state standards in any subject area on the state mandated testing will receive interventions, as discussed above, including, but not limited to, instruction in one of the CDE-adopted reading and/or math intervention programs (e.g., *Read 180*, *McDougall Littell*).

Student progress shall be measured through varied and diverse methods, which include, unit tests, and standardized tests as well as through ongoing “authentic assessment” methods, such as demonstrations, performances, and exhibitions.

Students will also be measured in non-curricular areas, such as class attendance and discipline, to ensure that they are meeting their social responsibilities. The Charter School believes that students develop important life skills when they are held responsible for both performance and conduct.

The Charter School will centrally manage scores from assessments and other meaningful quantifiable data so that students’ progress within particular subjects and across all subjects and areas of interest can be monitored. The Charter School will provide the students and teachers this progress data so that the Charter School staff, students, and parents can track individual student performance throughout the student’s career at the Charter School. Teachers and students shall be able to critically analyze student data, identify strengths and opportunity areas, develop individualized learning plans, and define goals for the students. Goals would be jointly set by teachers and students, and student progress will be tracked and discussed with both students and parents on a regular basis.

Parent participation will be essential in setting up these individual student educational contracts and in managing the students as they successfully progress through their goals and objectives. This information will be used to identify areas of student, teacher, and program level improvement within the Charter School’s program. The charter school will encourage active participation by parents in their child’s learning. The charter school will provide extensive opportunities for parents to provide their time and assistance in the classroom and on school grounds. Additionally, the charter school will work with parent groups established at the school to maximize the home to school connection.

Additional assistance will be offered to those students who need extra help in reaching their academic and personal goals. Examples include peer tutoring, parent or community volunteer assistance, after-school mentoring programs, and educating parents on how they can help at home.

Standards-based report cards will be utilized for both progress reports and end of term grading to communicate student performance with parents.



## **E. PERFORMANCE REPORTING**

In the fall of each year, the Charter School will provide to the District Board of Education an annual performance report. This report will include the following information:

- Summary data showing student progress toward the goals and outcomes listed above
- A summary of major decisions and policies set forth by the Charter School's Board of Directors during the year
- Data on the parent involvement in the school's governance (and other facets of the school) and summary data from a yearly parent and student satisfaction survey
- Data regarding the number of staff working at the school and their qualifications
- A copy of the school's health and safety policies and any major changes to those policies during the year
- A comprehensive view of the Charter School's admissions practices during the year (This will include information regarding the numbers of students enrolled, children on waiting lists, and the students expelled and/or suspended.)
- Analyses of the effectiveness of the Charter School's internal dispute mechanisms and information regarding the number and resolutions of disputes and complaints
- Results of a Parent/teacher satisfaction survey
- Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the charter generally

The Charter School and District's Board of Education will jointly develop any additional content, evaluation criteria, timelines, and processes for the annual performance report. The Charter School will use the data in the performance report to assess and improve upon its educational programming, as deemed necessary.

The above-referenced annual performance report and the state mandated School Accountability Report Card and Local Control Accountability Plan (see below) will be submitted to the District within the timelines agreed upon by the District and the Charter School and made available to the public. The Charter School and District's Board of Education has developed a visitation process to enable the District to gather information needed to validate the school's performance and compliance with the terms of this charter. However, the Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records from the district, the Sacramento County Office of Education, and the State Superintendent of Public Instruction.

## **F. LOCAL CONTROL ACCOUNTABILITY PLAN ("LCAP")**

Pursuant to Education Code Section 47606.5, the Charter School will annually update and develop a Local Control Accountability Plan ("LCAP") using the LCAP template adopted by the State Board of Education. The Charter School shall submit the LCAP to the District and the

Sacramento County Superintendent of Schools annually on or before July 1 of each year as required by Education Code Section 47604.33.

## **IV. GOVERNANCE STRUCTURE**

*Governing Law:* The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. — California Education Code Section 47605(b)(5)(D).

### **A. NONPROFIT PUBLIC BENEFIT CORPORATION**

The Charter School will be a directly funded independent charter school operated by River Charter Schools, a California nonprofit public benefit corporation, pursuant to California law.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight, as required by statute, and other contracted services, as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), River Delta Unified School District shall not be liable for the debts and obligations of Delta Elementary Charter School, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law. Attached, as Appendix B, are the Articles of Incorporation, the Bylaws, and the Conflict of Interest Code of River Charter Schools.

River Charter Schools is a nonprofit public benefit corporation that has created a non-profit public benefit supporting organization, Leaders & Scholars, Inc., whose purpose is to operate “exclusively for the benefit of, to perform the functions of, or to carry out the purposes of” River Charter Schools. Further, according to its Bylaws (attached as Appendix F), it is “to direct attention and effort toward providing funding to support the educational purposes of River Charter Schools and the development of other charter schools that may later be formed.” No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. All the Board members of Leaders & Scholars, Inc. are appointed by the Board of River Charter Schools and none of the Board members receive compensation.

Leaders & Scholars, Inc. has created Leaders & Scholars, LLC (see Appendix F for its Operating Agreement) to further its charitable and exempt activities and all property owned by the Company is also irrevocably dedicated to charitable purposes. In keeping with its Operating Agreement, if Leaders & Scholars, LLC is dissolved for any reason, all its assets after paying lawful debts will be distributed to the Sole Member (Leaders & Scholars, Inc) an organization organized and operated exclusively for charitable purposes and which has established its tax-exempt status under section 501(c)(3) of the Internal Revenue Code. In accordance with GAAP, the financial statements of both Leaders & Scholars, Inc. and Leaders & Scholars, LLC are consolidated together in River Charter Schools’ audit and financial statements. Leaders & Scholars, LLC holds title to three modular buildings located at 36230 N. School St., Clarksburg, CA which it leases to DECS and is responsible for major building repairs and any debt associated with these buildings and any others it purchases. In 2017 it is proposed that the remaining 14 modular buildings located on the DECS campus will be purchased by Leaders & Scholars, LLC. (See Facilities section of charter for more information.)

## **B. BOARD OF DIRECTORS**

Delta Elementary Charter School will be governed by the Board of Directors (“Board” or “Board of Directors”) of River Charter Schools, in accordance with the adopted corporate bylaws, which shall be consistent with the terms of this charter. The current charter bylaws can be found in appendix B.

### **Board’s Duties**

The Board of Directors of River Charter Schools will meet regularly, at least once a month and in accordance with the Ralph M. Brown Act. The Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School, including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismiss the Superintendent/Principal of the Charter School:
- Hire, promote, discipline, and dismiss all employees of the charter school after consideration of a recommendation by the Superintendent/Principal.
- Approve all contractual agreements.
- Approve and monitor the implementation of general policies of the Charter School. These will include effective human resource policies for career growth and compensation of the staff.
- Approve and monitor the Charter School’s annual budget and budget revisions.
- Act as a fiscal agent. This includes the receipt of funds for the operation of the Charter School in accordance with charter school laws and the receipt of grants and donations consistent with the mission of the Charter School.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Establish operational committees, as needed.
- Regularly measure progress of both student and staff performance.
- Involve parents and the community in school-related programs.
- Execute all applicable responsibilities provided for in the California Corporations Code.
- Do strategic planning.
- Approve the school calendar and schedule of Board meetings.
- Review requests for out-of-state or overnight field trips.
- Participate in the dispute resolution procedure and complaint procedures, when necessary.
- Approve charter amendments, as necessary, and submit material revisions, as necessary, for the granting agency’s consideration.
- Approve annual fiscal audit and performance reports.
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which is not in

conflict with the purposes for which schools are established. All Board meetings shall comply with the Ralph M. Brown Act.

The Charter School has adopted a conflict of interest code which shall comply with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. As noted earlier, the “Conflicts Code” is included in Appendix B.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal and performance audits, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties. Such delegation will:

- Be in writing.
- Specify the entity designated.
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise, and the beginning and ending dates of the delegation.
- Require an affirmative vote of a majority of Board members.

The River Charter Schools’ Board of Directors will attend in-service sessions for the purposes of training Board members on their responsibilities, with topics to include, at a minimum, conflicts of interest and the Ralph M. Brown Act.

### **C. THE SUPERINTENDENT/PRINCIPAL:**

The Principal reports directly to the River Charter Schools’ Board of Directors, and he or she is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School. The Superintendent/Principal will be the leader of the Charter School. The Superintendent/Principal will ensure that the curriculum is implemented in order to maximize student learning experiences.

The Principal is assigned to perform assigned tasks directed from the River Charter Schools’ Board of Directors and is required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure that the Charter School enacts its mission.
- Supervise and evaluate teachers and staff.
- Communicate and report to the River Charter Schools’ Board of Directors.
- Oversee school finances to ensure financial stability.
- Participate in and develop professional development workshops, as needed.
- Serve or appoint a designee to serve on any committees of the Charter School.
- Interview and recommend employee hiring, promotion, discipline, and/or dismissal.
- Ensure compliance with all applicable state and federal laws and help secure local grants.

- Communicate with parents, recruit new families and students, and assure families of academic growth.
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors.
- Complete and submit required documents, as requested or required by the charter and/or River Charter Schools' Board of Directors and/or the District.
- Identify the staffing needs of the Charter School and offer staff development, as needed.
- Maintain up-to-date financial records.
- Ensure that appropriate evaluation techniques are used for both students and staff.
- Establish and maintain a system to handle organizational tasks, such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables.
- Hire qualified substitute teachers, as needed.
- Ensure the security of the school buildings.
- Promote and publish the Charter School program in the community and promote positive public relations and interact effectively with media.
- Encourage and support teachers on ongoing professional development.
- Attend District administrative meetings, as necessary, and stay in direct contact with the District regarding changes, progress, etc.
- Attend meetings with the school's Chief Business Officer on fiscal oversight issues once monthly or as otherwise agreed upon.
- Provide all necessary financial reports, as required for proper reporting of average daily attendance (ADA).
- Develop the Charter School's annual performance report and school accountability report card.
- Present fiscal audit to the River Charter Schools' Board of Directors and, after review by the Board of Directors, present audit to the District's Board of Education and the appropriate County Superintendent of Schools, the State Controller, and the California Department of Education.
- Manage student discipline, as necessary, and participate in the suspension and expulsion process.
- Participate in special education meetings, as necessary.

The above duties, with the exception of personnel matters, may be delegated or contracted, as approved by the Board of Directors, to a business administrator of the Charter School or other employee, a parent volunteer (only in accordance with student and teacher confidentiality rights), or to a third-party provider.

#### **D. ENGLISH LEARNERS ADVISORY COMMITTEE**

To the extent the Charter School receives Title III federal funding, the Charter School will maintain an English Learner Advisory Committee ("ELAC") as a condition of receipt of such funding. The ELAC shall be comprised of parents, staff, and community members specifically designated to advise the Charter School on English Learner program services. ELAC membership, duties and responsibilities shall be established in accordance with applicable state

and federal laws. The Charter School will work with parents of both English Learners and English speaking students in developing and adopting parent involvement strategies and policies.

#### **E. SCHOOL SITE COUNCIL**

To the extent the Charter School receives Title I federal funding, the Charter School will maintain a School Site Council (“SSC”) as a condition of receipt of such funding. The SSC is an advisory committee that works together to support the Charter School’s growth as a united and innovative school community. The membership of the SSC represents all major stakeholders in order to provide a forum for stakeholder voice and input on school development as it relates to building community, accomplishing school goals, and reaching the mission of the school. SSC membership, duties and responsibilities shall be established in accordance with applicable state and federal laws

#### **F. PARENT INVOLVEMENT**

##### **Parent Teacher Club**

The Charter school will maintain a Parent Teacher Club to be responsible for parent involvement in school activities, fundraising, and advising the Charter School Board of Directors on any and all matters related to the strengthening of the Charter School community.

##### **Parent Volunteer Opportunities**

In addition to maintaining a minimum of four parent/guardian participants on the Board and parent participation on the Parent Teacher Club, parents will be strongly encouraged to contribute a minimum of 30 hours per family per academic year to the Charter School. The Principal shall maintain a comprehensive list of volunteer opportunities, including, but not limited to, the following: volunteering in the classroom/school (including at-home assistance); tutoring; attending parent-teacher conferences; attending meetings of the River Charter Schools’ Board of Directors (as member or observer), ELAC or SSC, or any applicable parent group functions; participating in the planning of, or attendance at, fundraising or academic/arts events; or taking part in other activities upon approval by the Principal. No child will be excluded from the Charter School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged 30 hours of participation.

#### **G. ORGANIZATIONAL CHART**

See Appendix C for an organizational chart.

## **V. QUALIFICATIONS OF SCHOOL EMPLOYEES**

*Governing Law: The qualifications to be met by individuals to be employed by the charter school. — California Education Code Section 47605(b)(5)(E).*

For all administrative, instructional, instructional support, and noninstructional support positions, the the Charter School shall recruit professional, effective, and qualified personnel who believe in the vision of the Charter School and are in touch with the needs of the community. The Charter School shall be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

All employees should possess the personal characteristics, knowledge, and relevant experiences to meet the responsibilities and qualifications identified in the posted job description, as determined by the Charter School.

Prior to commencing employment with the Charter School, all employees shall be fingerprinted and receive a background clearance in accordance with Education Code Section 44237.

The following are a list of key personnel to be employed by the Charter School, along with corresponding qualifications:

### **Administrators' Qualifications**

The Charter School seeks candidates who possess strong leadership skills; the ability to understand and implement the educational vision of the Charter School; and a desire to facilitate communication and effective participation among teachers, students, staff, the Board, and the community at large. The Charter School administrators shall possess the following minimum qualifications:

- Valid teaching credential
- Valid Administrative Services Credential (or Pupil Services Credential) preferred
- Minimum of five years of teaching experience
- Master's Degree or equivalent

### **Teachers' Qualifications**

The Charter School shall seek teachers who are committed to education and the mission and vision of the Charter School and who are in touch with the needs of the community. Teachers are expected to exhibit critical-thinking and communication skills, effective teaching strategies, subject-matter expertise, and a willingness to work collaboratively and take responsibility and exercise leadership for the Charter School as a whole.



The Charter School shall comply with Education Code Section 47605(l), which states:

Teachers in charter schools shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the charter school and shall be subject to periodic inspection by the chartering authority. It is the intent of the Legislature that charter schools be given flexibility with regard to noncore, non-college preparatory courses.

Should the Charter School seek to exercise any flexibility with regard to noncore, non-college classes, the Charter School shall submit a list of those courses that it deems to be noncore and non-college to the District.

Teachers will be 100 percent CLAD certified or in the process of obtaining CLAD certification, or will hold a similar certificate issued by the CCTC.

### Non-certificated Staff

The Charter School shall seek non-certificated candidates who embrace the vision of the Charter School and are flexible and able to work collaboratively with administrators, students, faculty, staff, and parents. Non-certificated staff candidates must possess adequate professional training and/or experience.

Non-certificated staff members, who may include business service providers, a custodian, a school secretary, and a bus driver, must exhibit the following minimum qualifications<sup>3</sup>:

- Adequate professional training and/or experience
- Any and all licenses or certifications necessary to perform the responsibilities of the position
- Positive references

### **Classroom Aides**

The Charter School may hire highly qualified paraprofessionals to fill positions. The Charter School recognizes the importance of trained aides in the classroom to help the teacher in the instruction of students; therefore, aides must possess the following qualifications:

- Candidate must hold a high school diploma.
- Candidate must have completed a minimum of two years of post-secondary study (defined as 48 semester units or greater) or hold a minimum of an AA degree - to include coursework that shall prepare the paraprofessional candidate for demonstration of working knowledge of and the ability to assist in instructing in the areas of reading, writing, and math, or in "school readiness." In lieu of this, the candidate may have job

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<sup>3</sup> In the alternative, the Charter School may contract for any or all of these services.

experience in the same or similar position or have a skillset that is needed such as being bilingual.

### **Staff Selection Procedures**

The Charter School shall not discriminate on the basis of any characteristic described in Education Code Section 220.

When a vacancy occurs, the Principal<sup>4</sup> shall establish an ad hoc hiring committee, which shall:

- Announce openings.
- Recruit applicants; request resumes.
- Interview and select candidates.
- Teacher candidates will provide 1-2 demonstration lessons prior to final panel interview

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<sup>4</sup> The Board shall establish the committee in case the Principal is not available.

## **VI. HEALTH AND SAFETY**

*Governing Law:* The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary, as described in Section 44237. — California Education Code Section 47605(b)(5)(F).

In order to provide safety for all students and staff, the Charter School shall adopt and implement full health and safety procedures and risk management policies for the Charter School site.

The following is a summary of the health and safety policies of the Charter School:

### **Procedures for Background Checks**

Employees and contractors of the Charter School will be required to submit to a criminal background check and furnish a criminal record summary, as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California teaching credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Principal of the Charter School shall monitor compliance with this policy and report to the Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### **Role of Staff as Mandated Child Abuse Reporters**

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

### **Tuberculosis Risk Assessment and Examination**

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, as required by Education Code Section 49406.

### **Immunizations**

All students enrolled and staff will be required to provide records documenting immunizations, as is required at public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Code of Regulations, Sections 6000-6075.

## **Medications in School**

The Charter School will adhere to Education Code Section 49423 regarding administration of medications in school. The school has established a protocol to ensure the safety of all students. Medication storage and 2 person checkout rules will be adhered to at all times.

## **Vision, Hearing, and Scoliosis Screening**

Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 *et seq.*, as applicable to the grade levels served by the school.

## **Emergency Preparedness**

The Charter School shall adhere to an *Emergency Preparedness Handbook*, drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to, the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

The Charter School's safety committee will coordinate with RDUSD school officials and CMS/DHS administrators to ensure that safety procedures are aligned and understood by all 3 campuses.

## **Blood-borne Pathogens**

The Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

Whenever exposed to blood or other bodily fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

## **Drug-, Alcohol-, and Smoke-Free Environment**

The Charter School shall function as a drug-, alcohol-, and tobacco-free workplace.

## **Facility Safety**

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Further, the Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

## **Comprehensive Anti-Discrimination and Harassment Policies and Procedures**

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School has a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies.

## **VII. RACIAL AND ETHNIC BALANCE**

*Governing Law:* The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. — California Education Code Section 47605(b)(5)(G).

The Charter School shall strive, through recruitment and admissions practices, to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the River Delta Unified School District.

The Charter School will implement an outreach plan that includes, but is not limited to, the following elements or strategies, which focus on achieving and maintaining a racial and ethnic balance among students that is reflective of the general population residing within the territorial jurisdiction of the River Delta Unified School District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based application process.
- The development and distribution of promotional and informational material that reaches out to all of the various racial and ethnic groups represented in the territorial jurisdiction of the River Delta Unified School District, including Spanish language materials.

The outreach plan will be reviewed and updated annually based upon the success and/or failures of the prior year.

## **VIII. STUDENT ADMISSION REQUIREMENTS**

*Governing Law: Admission requirements, if applicable. — California Education Code Section 47605(b)(5)(H).*

Charter schools are schools of choice. The Charter School shall admit all pupils who wish to attend the Charter School up to capacity. No test or assessment shall be administered to students prior to acceptance and enrollment in the Charter School. Except as provided in Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the pupil, or of his or her parent or guardian, within this state.

The Charter School shall be nonsectarian in its admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

- Completion of a student enrollment form
- Proof of immunizations
- Home language survey
- Completion of “Emergency Medical Information Form”
- Proof of minimum age requirements

### **A. PUBLIC RANDOM DRAWING**

Applications will be accepted during a publicly advertised open enrollment period each spring for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine enrollment for the impacted grade levels, with the exception of existing students who are guaranteed enrollment in the following school year. Currently enrolled students (enrolled for no less than 30 school days) at the Charter School who will be moving up into the next grade level will be automatically re-enrolled for the following year. Each returning student will be required to return an “intent to return” form.

Preferences in the public random drawing will be given in the following order of priority:

Priority 1: Students who reside in the former Clarksburg Elementary School attendance area.

Priority 2: Siblings of students who attended DECS during its first two inaugural years: 2007-2008 and 2008-2009.

Priority 3: Children of DECS Employees, Board of Directors, and Founding Members. (Not to exceed 15% of total population. “Founding Members” shall be defined in accordance with adopted policy of the Board of Directors.)

Priority 4: Siblings of students who currently attend DECS for 30 school days.

Priority 5: Residents of the River Delta Unified School District attendance area.

Priority 6: Siblings of students who concurrently attend Clarksburg Middle School or Delta High School.

Priority 7: All students on the “wait list” from the previous year.

Priority 8: All other out-of-District applicants.

Once a grade level is filled to capacity, applications will continue to be drawn for positions on a waiting list. This waiting list will allow students the option of enrollment in the case of an opening during the school year. In no circumstance will a waiting list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School’s website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email prior to the lottery date.

## **B. SCHOOL ORIENTATION AND PARENT’S CONTRACT**

Interested parents of prospective students are strongly encouraged to visit with the founders to learn more about the Charter School’s goals and philosophy. Once a student has been enrolled in the Charter School, a parent and /or guardian will be encouraged to sign a nonbinding parent contract, which is a voluntary agreement among families, the Charter School, and student. The provisions of the parent contract are described further below:

1. Work with staff to provide an optimal learning environment at home and school.
2. Contribute a minimum of 30 hours per school year in a volunteer capacity.
3. School tours will be available on a weekly basis.

The intent of the parent’s contract is to create a strong relationship between families of the Charter School’s students and school personnel. Parents of students enrolled in the Charter School will be encouraged to consider the benefits of strong parental support to their children’s education. Opportunities to meet the commitments of the parent’s contract will be flexible in order to provide for varying parental schedules and needs. Although the fulfillment of the



parent's contract is highly recommended, children whose parents are unable to complete the agreement will not be excluded from the Charter School program or activities, nor will school personnel penalize them in any way.

## **IX. INDEPENDENT FISCAL AUDITS**

*Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. — California Education Code Section 47605(b)(5)(I).*

An annual independent fiscal audit of the books and records of the Charter School will be conducted, as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting principles. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools, as published in the K-12 Audit Guide issued by the State Controller's Office.

An audit committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and be approved by the State Controller on its published list of educational audit providers. To the extent required under applicable federal law, the audit's scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

Audits will be completed and forwarded to the District, the Sacramento County Superintendent of Schools, the State Controller, and to the CDE by December 15<sup>th</sup> of each year. The Principal, along with the audit committee, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve exceptions. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District, along with an anticipated timeline for doing so. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process referenced in this Charter. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent fiscal audit of the Charter School is public record to be provided to the public upon request.

## **X. SUSPENSION AND EXPULSION PROCEDURES**

*Governing Law: The procedures by which pupils can be suspended or expelled. — California Education Code Section 47605(b)(5)(J).*

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this policy and procedures are available on request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

## **A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

## **B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property.
  - g) Stole or attempted to steal school property or private property.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

- (1) Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.
- l) Knowingly received stolen school property or private property.
  - m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
  - n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
  - o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
  - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
  - q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
  - r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
  - s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be

considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, video, or image.

- ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property.
  - g) Stole or attempted to steal school property or private property.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.



- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive

educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) “Electronic Act” means the creation or transmission originated on or off the schoolstie, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, video, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:
      - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

- (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school

days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

## 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

### **D. Authority to Expel**

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

## **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the Charter School's disciplinary rules that relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

## **F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while

testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person

conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## **G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

## **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

## **I. Written Notice to Expel**

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the



Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

#### **J. Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

#### **K. No Right to Appeal**

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

#### **L. Expelled Pupils/Alternative Education**

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### **M. Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

#### **N. Readmission**

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

## **O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

### 1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

### 2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c) Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

#### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a) Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;

- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c) Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b) The parent has requested an evaluation of the child.
- c) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## **XI. RETIREMENT BENEFITS**

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. — California Education Code Section 47605(b)(5)(K).*

Teachers in the Charter School will participate in the State Teachers' Retirement System ("STRS"). STRS participants are exempt from Social Security participation. All staff not participating in STRS will participate in Social Security, and all non-certificated staff working 30 hours per week or more will be enrolled in PERS after 1,000 hours of employment following PERS regulations, if not already enrolled at the time of hire. The Charter School may elect to (a) file STRS and PERS reporting directly with Sacramento County Office of Education, or (b) shall ask the District to forward any required payroll deductions and related reporting data to STRS and PERS, as required by Education Code Section 47611.3. In the case of (b) above, the District may charge the Charter School its actual costs for the provision of such services. The Charter School reserves the right explore additional opportunities to offer to teachers and staff alternative retirement programs.

## **XII. ATTENDANCE ALTERNATIVES**

*Governing Law:* The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. — California Education Code Section 47605(b)(5)(L).

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend schools within the District according to District policy or in another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local educational agency.

### **XIII. RETURN RIGHTS OF SCHOOL DISTRICT EMPLOYEES**

*Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. – California Education Code Section 47605(b)(5)(M).*

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School shall be considered the exclusive employees of the Charter School and not of any school district unless otherwise mutually agreed in writing. Accrued sick leave, but not vacation leave, earned at another school district shall be transferable to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

## **XIV. RESOLUTION OF DISPUTES**

*Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. — California Education Code Section 47605(b)(5)(N).*

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the District.

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, the Charter School staff, employees, and Board members of River Charter Schools and District agree to first frame the issue in written format (“dispute statement”) and refer the issue to the District Superintendent and the Principal of the Charter School. In the event that the District Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, but recognizes that it cannot require the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or as a prerequisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Principal and Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute not later than five business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the District’s Superintendent and the Principal of the Charter School and attempt to resolve the dispute within 15 business days from receipt of the dispute statement. If this joint meeting fails to resolve the dispute, the Superintendent and the Principal shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Principal. Mediation shall be held within 60 business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. All timelines in this section may be revised upon mutual written agreement of the District and the Charter School.



## **XV. SCHOOL CLOSURE PROCEDURES**

*Governing Law:* The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. — California Education Code Section 47605(b)(5)(O).

The following procedures shall apply in the event that the Charter School closes. The following procedures apply regardless of the reason for closure.

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents and students of the Charter School, the District, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix D, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

## **XVII. REPORTING AND ACCOUNTABILITY**

### **A. BUDGETS AND FISCAL REPORTS**

*Governing Law:* The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. — California Education Code Section 47605(g).

Attached, as Appendix D, please find the following documents:

- Signed and officially submitted 2016-2017 Budget and 2017-2018 financials with 2018-2019. & 2019-2020 financials
- Budget assumptions

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the District in accordance with Education Code Section 47604.33, as follows, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education, and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited actuals report from the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

### **B. INSURANCE COVERAGE**

The Charter School shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purposes and circumstance. The District's Board of Education shall be named as an additional insured on all policies of the Charter School.

## C. ADMINISTRATIVE SERVICES

*Governing Law: The manner in which administrative services of the school are to be provided. — California Education Code Section 47605(g).*

The Principal will assume the lead responsibility for administering the Charter School under the policies adopted by the Charter School’s Board of Directors. The petitioners will provide internally or procure through a third-party contract most of its own administrative services, including, but not limited to, financial management, human resources, payroll, and attendance accounting.

Should the District be interested in offering certain services to the Charter School for a fee from the District, the Charter School shall consider the possibility of purchasing some of these or other services from the District. The specific terms and cost for these services will be the subject of a separate memorandum of understanding between the Charter School and the District and subject to District availability.

Pursuant to California law, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school’s audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed one (1) percent of the revenue of the Charter School. If the Charter School receives substantially rent free facilities from the District, the District may charge up to three (3) percent of the revenue of the Charter School pursuant to Education Code Section 47613(b). Pursuant to Education Code Section 47613(f), “revenue of the charter school” means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

## D. FACILITIES

*Governing Law: Information regarding the facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. (Education Code Section 47605(g); A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district, (Education Code Section 47605(a)(1).)*

The Charter School’s address is 36230 N. School St., Clarksburg, CA 95612. At this address, the Charter School has 17 modular classroom buildings.

The Charter School receives facilities funding from the Charter School Facilities Grant Program lease reimbursement program, which is administered by the California School Finance Authority (“CSFA”). CSFA permits lease reimbursements to the Charter School through its supporting corporation, Leaders & Scholars, Inc., and the LLC, Leaders & Scholars, LLC, as described in Section IV.A, above. Accordingly, River Charter Schools set up the supporting corporation and

LLC to match the requirements of CSFA's Regulations and, in particular, the California Code of Regulations, Title 4, Section 10170.14(a)(3)(B). This regulation allows the supporting LLC to pay for all the buildings/property and then lease them to the Charter School.

In the case of the Delta Elementary Charter School buildings, which are partially owned by the school and partially owned by Leaders & Scholars, LLC, we plan to have the 14 buildings not currently owned by Leaders & Scholars, LLC sold by DECS to Leaders & Scholars, LLC for their net book value of approximately \$655K. To pay DECS for the net book value of the buildings, Leaders & Scholars, LLC will assume an approximately \$550K note payable to First Northern Bank of Dixon and establish a new 15 year 5% interest bearing note payable to DECS for the difference between the \$550K and the net book value of the buildings which should approximate \$105,000.

Leaders & Scholars, LLC then will lease all 17 of the buildings to DECS for three years for approximately 93% of the fair market value or \$9K per building per year for a total monthly payment from DECS to L&S LLC of \$12,750. Leaders & Scholars, LLC will be responsible for making all loan payments to First Northern Bank of Dixon and DECS as well as taking care of all major repairs/replacements on the buildings.

DECS will seek reimbursement from CSFA for the lease payments along with many other qualifying facilities expenses under the Charter School Facilities Grant Program (SB740).

#### **E. TRANSPORTATION**

The Charter school will provide bussing for a limited number of students residing in the Washington Unified School District boundaries. The Charter school will continue to work with RDUSD on bussing for in district students.

#### **F. FOOD SERVICES**

The Charter School will enter into a contact for food services with either the District's chosen vendor or into another contract.

## **XVIII. IMPACT ON THE DISTRICT**

*Governing Law: Potential civil liability effects, if any, upon the school and upon the district.  
— California Education Code Section 47605(g).*

The Charter School shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a nonprofit public benefit corporation shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District requested protocol to ensure that the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding which shall provide for indemnification of the District by the Charter School. Insurance amounts will be determined by recommendations of the insurance company for schools of similar size, location, and type of program. The District shall be named an additional insured on the general liability insurance of the Charter School.

The corporate bylaws of River Charter Schools shall provide for indemnification of the school's Board of Directors, officers, agents, and employees; and the Charter School will purchase general liability insurance, directors and officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

## **XIX. CONCLUSION**

By approving this charter, River Delta Unified School District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning opportunities for all pupils who are identified as academically low achieving; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The petitioners are eager to work independently, yet cooperatively, with the District to raise the bar for what a charter school can and should be. To this end, the petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five-year term to begin July 1, 2015, Renewal of the charter shall be governed by the standards and criteria in Education Code Sections 47605 and 47607, as applicable. Consistent with the terms of approval, the term of this charter is five years, from July 1, 2015 to June 30, 2020.

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## Appendix A

### FOUNDERS AND CONSULTANTS

#### FOUNDERS

**Richard H. Bagby** is a 36 year resident of Clarksburg where he currently resides. Richard received his B.A. (1968) from Standard Teaching Credential (1969) from California State University at Fresno. Subsequently he taught at Delta High School in the areas of Industrial Arts, R.O.P., and Music. Richard earned his Preliminary Administrative Services Credential and Professional Administrative Services Credential at California State University and served as Vice Principal at Delta High School from 1988 until his retirement in 2004. Richard is active in community activities including The Clarksburg Volunteer Fire Department, The Clarksburg Community Church, and the Delta High School FFA Advisory Board.

**Gilberto Lopez Jr.** received his Bachelor and Masters degree from California State University, Fresno; Teaching Credential from University of California, Davis; and Juris Doctor from Lincoln Law School, Sacramento. He was raised in Clarksburg and went through the educational system of Clarksburg Elementary School and Delta High School. Gilberto became an agricultural teacher at Delta High School in 1995. During his tenure, the agricultural teacher staff went from 1 1/2 to 3 1/2; the agriculture department increased 62% (85 students to 192); and he supervised 9 State and 5 American FFA Degree recipients. Gilberto held the position of department chair and FFA Advisor. As a teacher, he stimulated goal setting, career awareness, and maintained a rigorous curriculum. He ended his teaching career in 1999 to study law.

Gilberto is a first generation Mexican-American. His parents instilled strong educational values in the family. He has six siblings with the following educational accomplishments: three Bachelor Degrees from UC Berkeley; one Bachelor Degree from CSU, Sacramento; one Bachelor Degree from CSU, Chico; one Masters Degree from UC Berkeley, one Juris Doctor from UCLA; one Masters Degree from National University; and one Masters Degree from Lesley University.

Gilberto is married to a 4th grade school teacher. His wife worked for the River Delta Unified School District for 5 years as a 4th through 8th grade teacher at Walnut Grove Elementary School. She is currently teaching in the Elk Grove Unified School District at a Title 1 school.

**Theodore R. (Ted) Smith** has been a 32-year resident of Clarksburg, where he and his wife have restored and live in the town's second-oldest house. He has served the community in various leadership positions, including a four-year stint as president of the local planning committee, two terms as chair of the Community Church's governing body, and the local representative to various councils. He earned his B.A. and M.A. at Sacramento State College and holds General Elementary, General Secondary, and General Administrative life credentials. He began his professional career in 1956 as an eighth grade teacher in the old Pacific School District in Sacramento, then he spent five years as an English and journalism teacher at Elk Grove High School. While he was there, he was elected president of the Capitol Council of Teachers of English, president of the Central Valley Scholastic Journalism Association, and vice-president of

the California Association of Teachers of English. In 1962 he accepted a position in the California State Department of Education, and spent 30 years in that Department as an editor, consultant, and education administrator. For 20 of the 30 years, he was the Department's Editor-in-Chief and Copyright Program Officer; and he directed a staff of 40 people, managed budgets of several millions of dollars annually, and oversaw the editing, publishing, distributing, and selling of all Departmental publications. Since his retirement in 1992, Mr. Smith has been engaged as a contract editor of educational documents.

**Alicia Fernandez** is a Deputy Inspector General with the Office of the Inspector General. Prior to this employment, Ms. Fernandez was an Education Fiscal Services Consultant with the California Department of Education. In that capacity, she approved school districts' financial reports (budget, interim reports, unaudited actuals) for school districts that had been taken over by the state due to fiscal insolvency. This also included reviewing the financial reports for any charter schools sponsored by the school districts. She worked directly with the school district administration to resolve audit report findings and assist with the resolution of state and federal program issues. Her prior experience includes investment management, project management, personnel, procurement and contracts, budgeting, and auditing.

Ms. Fernandez was raised in the Clarksburg area, receiving her K-12 education in Clarksburg via the Clarksburg Elementary School and Delta High School. Ms. Fernandez received her Bachelor and Masters degrees from the California State University, Sacramento, in the area of Business Administration. She is actively involved in the Clarksburg community and schools having been on the Clarksburg Elementary School Site Council and ELAC (English Learner Advisory Committee) the last three years. This is her fifth year as a volunteer at the Clarksburg Elementary School helping out in her son's class as well as volunteering in the remedial reading program. She teaches catechism at St. Joseph's Church in Clarksburg and has just finished her third year as the Delta High School Varsity Volleyball Coach. Ms. Fernandez continues to be involved with both schools to ensure a positive and fulfilling educational experience for all children in the area.

Ms. Fernandez is a first generation Mexican-American. She is the seventh of eight children born to Mexican immigrants who continually stressed the importance of advanced education. All her siblings attended college, having successfully obtained seven bachelor and one masters degrees. Ms. Fernandez has a passion for children's education feeling it her duty to ensure all children receive the best education possible and are adequately equipped with the needed skills and tools to realize his/her potential in this world.

**Donald Fenocchio** has lived in Clarksburg for 50 years. He moved to Clarksburg after accepting a teaching position at Clarksburg Elementary School in 1955. His family lived in southern West Sacramento and, as a result, he and his siblings attended Clarksburg High School. Donald graduated from Clarksburg High School in 1950. He attended Sacramento Junior College and received his AA Degree in 1952. He began his upper-division work at Sacramento State during the summer of 1955. He earned a Provisional Teaching Credential in the fall of 1955 and began teaching 4<sup>th</sup> grade. During the next 10 or so years, Donald earned his Bachelor and Master of Art Degrees from Sacramento State. Also during that time, he worked at

Clarksburg Elementary School as a teacher of grades 4 through 8. He also coached baseball, football and swimming at Clarksburg High School. Donald became Principal at Clarksburg Elementary School shortly after the District unified. He served there until he was transferred to Bates Elementary School to establish a middle school there. Besides working for the School District, Donald was engaged with many community activities: Firefighter, Assistant Fire Chief, Fire Board Commissioner, Summer Swim Programs, Little League, Scout advisor and Community Advisory Committee, among others. Donald retired from River Delta Unified School District after serving for 36 years. He is still active in community activities.

**Dominic F. DiMare** is the Vice-President of Government Affairs for the California Chamber of Commerce, a membership organization representing nearly 16,000 businesses in California. His principle responsibilities involve managing the Chamber's Public Policy unit and serving as the lead lobbyist. Mr. DiMare has been with the Chamber since March of 2000.

Mr. DiMare has 15 years of government and lobbying experience having served as a Policy Committee Consultant in the State Assembly, as a Legislative Director and as a lobbyist representing business interests in California. Prior to his work in government and government affairs Mr. DiMare worked for FTK, Holland, a fruit and vegetable import company located outside of Rotterdam, Holland. He worked in the harbor checking incoming shipments of fruits and vegetables from around the world. He also worked in various capacities for the DiMare Company his family's national agricultural corporation.

Mr. DiMare is a native of Concord, Massachusetts. He grew up living his winters in Concord, MA and his summers in Newman, CA, on the West Side of the San Joaquin Valley. Mr. DiMare is a graduate of the American University in Washington D.C. with a BA in History and Public Communications. He earned a J.D from the McGeorge School of Law of the University of the Pacific.

**Jim Lockhart** and his family have lived in Yolo County since 1986. Jim graduated in 1986 from the University of California Berkeley and is a strong advocate for quality public education. Jim and his wife Barbara have been active and strong supporters of the Clarksburg Elementary School for the past 8 years. Jim has actively volunteered at CES since his son, now in 7<sup>th</sup> Grade at Bates Elementary, started Kindergarten at CES; Jim's daughter Mara is currently a 4<sup>th</sup> grade student at CES. Jim has served on the School Site Council for several years and has been President of the CES School Site Council for all but one year, when he was vice Chair. Jim has coached children in martial arts, baseball and soccer. Jim believes that all school children deserve the best quality education we can offer, so that all children can enjoy meaningful and fulfilling lives.

Jim has 15 years of Sales and Marketing in High Technology sales with sales leadership experience in field level team management for both direct and indirect sales channels. Jim also wrote an organizational history of the CA State Department of Justices Bureau of Narcotic Enforcement.

**Rosalia Fernandez-Merwin** grew up in the Delta. She attended Bates Elementary school, Clarksburg Elementary School and graduated from Delta High School. She attended CSU Sacramento for two years until she transferred to Cal Poly San Luis Obispo where she graduated with a Bachelor of Science in Architecture in 1982.

Rosalia has been a self-employed architect since 1990 and operates a small architectural office. She has been active in various community organizations including Delta Young Women's Club, Friend's of the Clarksburg Library, Clarksburg Elementary School Site Council, Clarksburg General Plan Committee and St. Joseph's Church CCD program.

Rosalia's husband, John Merwin, is a third generation Clarksburg farmer. Their children include a first grader at Clarksburg Elementary school, a sophomore at Delta, and a freshman in college. Rosalia is motivated by strong family values and a desire for a flexible educational system that would address the individual and cultural needs of children within their existing schools.

**Donald G. Clark, P.E.**, and his family live in Clarksburg and are long-time Yolo County residents. Don and his wife, Karen, have four children, three of whom attend Clarksburg Elementary, where Karen is very active as a parent volunteer. Don grew up in West Sacramento, attending public grammar and high schools there, and he graduated in 1983 from Stanford University with a Bachelor of Science degree in Civil Engineering.

Don is the co-owner and president of business development of a large West Sacramento based construction firm that employs over 300 people, including over 50 registered engineers, and does business throughout the West Coast. He is experienced in all aspects of running a large business concern, having held executive level responsibilities since 1984. Don currently serves on the board of directors (and is a past president) of the Construction Employers Association, and he is active in numerous other construction industry associations. Don's firm is a member company of SACTO, and he is an active member of the West Sacramento Rotary Club as well as the Clarksburg Community Church.

**Elizabeth Yelland** was born and raised in Clarksburg, where she currently resides with her two children. Elizabeth attended Clarksburg schools. Upon graduation from Delta High, she received her B.A. from the University of California, Berkeley, and her J.D. (law degree) from the University of San Francisco. Elizabeth worked as an attorney in private practice from 1992-2004. She is now Senior Staff Counsel employed by the State of California. Elizabeth is active in community activities, including being a parent-volunteer at the Clarksburg Elementary School, Treasurer of the Clarksburg Community Church, and acting as community advocate before various local agencies.

Elizabeth's parents instilled strong educational values in the family. She has two siblings; one of whom graduated in architecture from UC Berkeley and Harvard; the other in electrical engineering from CSU Chico. Her mother was a teacher at Clarksburg Elementary and Delta High School for 25 years. Her father was elected as a member of the River Delta School Board for two terms.

**Andrew S. Wallace** has been a resident of Clarksburg for most of his life where he and his wife raised their 2 sons, both of whom attended school in Clarksburg. Mr. Wallace attended Clarksburg Elementary and Delta High School and received his Bachelors Degree in Business and Health Care Management from Chico State University in 1987

Mr. Wallace is co-owner of the geotechnical engineering firm Wallace-Kuhl & Associates where he is currently the Chief Financial and Chief Operating Officer. Wallace-Kuhl has been honored 10 times as one of the Sacramento Business Journal's 100 Fastest Growing Companies. Wallace-Kuhl was also honored by the Sacramento Human Resources Association as one of the Best Places To Work In the Sacramento region and by Civil Engineering News as one of the Top 50 Civil Engineering Firms in the Country.

Mr. Wallace's professional and civic affiliations include serving on the Board of Directors of Presidio Insurance Company LTD, the West Sacramento Chamber of Commerce, the Rotary Club of West Sacramento and the West Sacramento Rotary Foundation. He served as President of the West Sacramento Chamber of Commerce and of the Rotary Club of West Sacramento. He is a School Board Member and Co-Founder of the Delta Elementary Charter School, and the Chief Financial Officer for the Friends of Clarksburg Schools Inc. Foundation. In 2010, Mr. Wallace was named the West Sacramento Business Person of the Year by the Chamber of Commerce.

**Jerry and Michelle Spain** have resided in Clarksburg for 10 years. Jerry has been employed in the construction industry for 30 years. He is currently employed with Corinthian Homes as Project Manager of Land Development. Michelle is a self-employed subcontractor for Sacramento Superior Court Electronic Recording Unit. She is the Vice-President of Clarksburg Elementary School Parent-Teacher Club, member of Clarksburg Elementary School Safety Council and Volunteer Coordinator for Clarksburg Elementary School. They are active participants in the community of Clarksburg and the proud parents of Matthew Spain, age 9, third-grade student at Clarksburg Elementary School.

**Barbara Beckwith**, her husband and youngest of four children are three-year residents of Clarksburg. Barbara is a Project Administrator with Royal Electric. Barbara is an active member of the board for Friends of the Clarksburg Library and an active member of Friends of Clarksburg Schools. Barbara has an extensive background in parent participation in both academic and athletic programs with her four children and two grandchildren. Barbara has done volunteer work in various schools in the Elk Grove Unified School District, San Juan Unified

School District and River Delta Unified School District and has participated extensively in cooperative preschool programs. Barbara is an active Clarksburg community member, volunteering her time and efforts with the Clarksburg Volunteer Fire Department of which her husband is a volunteer firefighter. Barbara has a 5-year-old granddaughter who attends Clarksburg Elementary School and an 11-year-old grandson who is completing his elementary school education at a charter school in the Sacramento Unified School District, where he has excelled both academically and socially.

**David Merwin** is a life long resident of Clarksburg, growing up on a local family farm. After graduating from Clarksburg Elementary School and Delta High School, David continued his education at the University of California at Davis. David graduated from UCD in 1986 with a Bachelors of Science in Agricultural and Managerial Economics. After a year in the television industry, David returned to his family's farm in Clarksburg and joined his father, uncle, brother and cousin in a family farming operation that was started by his grandfather in 1922. David continued to farm with his family until 2001 when he made a career change and joined Thomas Weisel Partners Merchant Bank in the Asset Management team. Then in 2003 David joined the Alternative Investment Management program at the California Public Employees Retirement System (CalPERS), where he works today as an Investment Officer.

David has two children that have both attended Clarksburg Elementary School since kindergarten. His children are currently in the 3<sup>rd</sup> and 6<sup>th</sup> grades at Clarksburg. David has been active in the Clarksburg community. He has served on the Clarksburg Volunteer Fire Department for 12 years and been involved with the Cub Scout Pack 83, Boy Scout Troop 83, the Clarksburg General Plan Advisory Committee and the Clarksburg Community Church. David has also been the "voice" of Delta Saints football for the past 18 years.

**Rev. John Allerson** has a BA in Psychology with an emphasis in economics, and history from Saint Olaf College. Rev. Allerson began work as a staff therapist with Home-A-Way, Inc., in the inner-city of Minneapolis.

In the fall of 1980, Rev. Allerson began a four year course of study becoming an Ordained Lutheran Pastor of the American Lutheran Church, headquartered in Minneapolis. At Luther-Northwestern Theological Seminary, Rev. Allerson earned his Master of Divinity Degree. Rev. Allerson served three congregations: in Sacramento, Rancho Cordova, and Elk Grove areas, serving the larger community as the Associate Dean of the Sacramento Conference for 5 years, two campus ministry counsels (UC Davis and Sac. State), was on the Board of Lutheran Social Services, and worked with the Office of Governmental Affairs with his denomination.

Leaving Congregational Ministry in 1992, Rev. Allerson served as a Hospital Chaplain for Sutter Health for three years. There he served with distinction, receiving commendations from then Governor Pete Wilson, and receiving Advanced Standing for work with HIV patients and families from the American College of Chaplains.

In 1998 Rev. Allerson returned to college and in 1998 he received his preliminary multiple subject teaching credential, with a C.L.A.D. emphasis. His Clear Credential was earned in 2005.

Rev. Allerson taught Kindergarten, First Grade, and Second Grade at Bates Elementary School from 1998 to 2005. He has taught Fourth Grade at Clarksburg Elementary School since 2005.

Rev. Allerson has been married to his wife Cynthia for 16 years. Cynthia is a career Registered Nurse for Sutter Health. They have two sons, currently enrolled at Bate's Elementary. Always enthralled with language, Rev. Allerson has engaged in formal studies of French, Spanish, Norwegian, Greek, and Hebrew.

**Shannon L. Breckenridge** is a 27 year resident of Clarksburg. She is a single mother of a nine year old, a member of Clarksburg Elementary Parent Teacher Club for four years, including one year as vice president and two years as president. Member of Clarksburg Soccer Club, with one year as assistant manager and two years as league registrar. Shannon attended Clarksburg Elementary School, Bates Elementary, and graduated from Delta High School in 1991. She has also attended accounting classes at Los Rios Community College. She is currently working as a Payroll and Benefits Administrator for a farm equipment supplier in West Sacramento.

**Craig and Nancy Kirchhoff**, Rural Clarksburg residents in 1987/88 and since 1997; Two sons, graduates of Delta High School with honors, currently in California colleges; One daughter, currently enrolled in Clarksburg Elementary grade 1. Craig is a lifelong farmer, currently growing wine grapes; is active in his church and as an Agricultural advisor on the Delta High School FFA Advisory Committee. Nancy has run a home-based portrait photography business for 25 years and maintains a position on the Board of the Professional Photographers of Sacramento Valley; She is active in the community and as a volunteer/booster for the schools. Both are strong believers in the potential for quality education within a safe and nurturing rural environment, and share an ultimate goal of making that education a reality for all the Northern Delta communities.

**Deborah Elliot** is from a 5<sup>th</sup> generation farming family near Courtland. She attended Bates Elementary and graduated from Delta High in 1973. She graduated from University of California at Berkeley in 1977 and received her B.A in Communications and Public Policy. She has been employed by Lyon Realty in Sacramento since 1979 as a Realtor and is a Senior Executive Associate at Lyon, a member of the Lyon Board of Govenors, and a lifetime member of the Sacramento Masters Club. She specializes in waterfront properties and ranch properties. She moved back to the Delta area in 1988 and currently owns a ranch in Clarksburg. Her son who is 7 has attended Clarksburg Elementary since Kindergarten. She has volunteered her time at the Clarksburg Elementary School, been active on the Clarksburg Community Advisory Board, and is a past board member of the Clarksburg Library Board.

**Mark Pruner** is a graduate of the University of the Pacific (1977, B.A. Economics; 1982, J.D.). Continuously since 1982 he has been an attorney with a legal practice emphasizing real property and business. Mark is the sole proprietor of his own law firm and has clients ranging from individual property owners to large national businesses. Mark is married to Vicki and together they have six children and three grandchildren. Family, church, and community have always been central for Mark. His involvement in church has included various local and regional leadership positions. His community involvement currently and for several years has included work on area land use planning. Through a Yolo County appointment Mark worked for several years on the development of the Clarksburg General Plan Amendment which was subsequently adopted by the Board of Supervisors. He is currently a member of the River Delta Unified School District Bond Oversight Committee (SFID #2). As a volunteer, Mark also participates in and/or leads several other local and regional groups.

**Vicki Pruner** has been a part of the Clarksburg community for over 25 years. Her two children attended local schools until their graduation from Delta High School. Her children are 4th generation Clarksburg residents and her grandchild, also a resident of Clarksburg, is the family's first 5th generation resident. Vicki currently works for the U.S. Department of the Interior's Office of Inspector General where she leads teams in the conduct of audits and performance reviews throughout the country. She holds a Bachelor of Arts degree in Management and a Master of Arts degree in Leadership. Once serving as president of the Delta Young Women's Club and as the club's pear pie coordinator at the local Pear Fair and on the high school scholarship committee, Vicki has demonstrated her commitment and support to local community activities. She is currently the chairperson of her church's leadership council. Vicki's vision for the local elementary school-aged children is one of strong community support and involvement. She believes a charter school will provide an accountable environment where both the children and their families hold the key to successful learning. Vicki lives in Clarksburg with her husband, Mark Pruner.



## CONSULTANTS

**Spector, Middleton, Young & Minney, LLP** (“SMYM”) has been providing expert, effective and responsive legal advice to California's charter school community since the inception of the Charter Schools Act in 1992. SMYM focuses its representation on charter schools in all areas of law that are most significant to the successful development and operation of a charter school: Labor and employment matters, student discipline, constitutional claims, facilities, finance, and nonprofit corporate issues to name a few. SMYM has assisted hundreds of charter schools in the successful development and operation of charter schools throughout the state. Partner, Lisa Corr, is working with the Petitioners to ensure the successful development of the School. Lisa has represented charter schools for over eight years. Her primary focus has been on special education and the developmental phase of charter schools, including the charter petition process and negotiation of legal and fiscal agreements between a charter school and authorizers. Lisa also was the lead petitioner and on the Founding Board of Directors for Westlake Charter School, where her children attend school.

**Insight Education Group** has been retained for advice on school curriculum and outcome measurement and alignment. Insight Education Group, Inc. establishes sustained relationships with clients to inspire high-quality classroom instruction through the use of the *Strategic Design for Student Achievement* framework. Michael Moody is the founder and principal of Insight Education Group, Inc. Michael S. Moody earned a Masters degree in education with an emphasis in teaching and curriculum from the Harvard Graduate School of Education and a Doctorate in Educational Leadership from the University of Southern California.

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Appendix B-1

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

APR 11 2006

**ARTICLES OF INCORPORATION  
OF  
FRIENDS OF CLARKSBURG SCHOOLS**

I.

The name of the corporation is **FRIENDS OF CLARKSBURG SCHOOLS**

II.

- A. This corporation is a nonprofit **PUBLIC BENEFIT CORPORATION** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and educational purposes.
- B. The specific purpose of this corporation is to manage, operate, guide, direct and promote charter schools serving the students of Clarksburg, California and neighboring communities, and other educational activities as the Board of Directors may define.

III.

The name and address of the corporation's initial agent for service of process is:

Nitasha K. Sawhney, Esq.  
Burke, Williams and Sorensen, LLP  
444 S. Flower Street, Suite 2400  
Los Angeles, California 90071

IV.

- A. This corporation is organized and operated exclusively for public and charitable purposes within the meaning of Internal Revenue Code Section 501(c)(3).
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- C. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any further United States Internal Revenue Law) or (b) by a corporation contributions to which are

deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

V.

The property of this corporation is irrevocably dedicated to public, charitable and educational purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private individual. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public, charitable and educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

Dated: April 20, 2006

  
Elizabeth Yelland, Incorporator

**Bylaws of  
River Charter Schools**

A California Nonprofit Public Benefit Corporation

**Article I  
Name**

Section 1. Name. The name of this Corporation is River Charter Schools.

**Article II  
Offices of the Corporation**

Section 1. Principal Office of the Corporation. The principal office for the transaction of the activities and affairs of this Corporation is 36230 North School Street, Clarksburg, California 95612. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary in these bylaws opposite this section; alternatively, the section may be amended to state the new location.

Section 2. Other Offices of the Corporation. The Board of Directors may at any time establish a branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

**Article III  
Purposes of the Corporation**

Section 1. General and Specific Purposes. The purposes of this Corporation are to manage, operate, guide, direct, and promote California public charter schools serving the students of Clarksburg, California, and neighboring communities, and such other educational activities as the Board of Directors may define. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, nor intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

**Article IV  
Construction and Definitions**

Section 1. Construction and Definitions. Unless otherwise indicated, the general provisions, rules of sentence construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter; the singular includes the plural; and the plural includes the singular; and the term *person* includes both a legal entity and a natural person.

**Article V  
Dedication of Assets**

Section 1. Dedication of Assets. This Corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code Section 501(c)(3).

**Article VI  
Corporation Without Members**

Section 1. Corporation Without Members. The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

**Article VII  
Board of Directors**

Section 1. General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation’s activities and affairs shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors (“Board”). The Board may delegate the management of the Corporation’s activities to any person(s), management company, or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. Specific Powers. Without prejudice to the general powers set forth in Article VII, Section 1, of these bylaws, but subject to the same limitations, the Board shall have the power to:

- a. Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. Designated Directors and Terms. The Board of Directors will be composed of at least five (5), but no more than fifteen (15) voting members, which will include up to nine (9) community/founder representatives, up to seven (7) of whom will be community/founder representatives of Delta Elementary Charter School, and up to two (2) of whom will be community/founder representatives of Lighthouse Charter School; and, up to four (4) parents/former parents/guardians/former guardians of a River Charter Schools student/former student. In addition, in accordance with California Education Code Section 47604(b), the authority that grants the charter to a charter school to be operated by a nonprofit public benefit corporation shall be entitled to a single representative on the Board of Directors of the nonprofit public benefit Corporation, River Charter Schools.

Each director shall hold office unless otherwise removed from office in accordance with these bylaws for two (2) years and until a successor director has been designated and qualified.

Section 4. Restriction on Interested Persons as Directors. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous twelve months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any mother, father, brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. Directors' Selection. Board members will be appointed to the Board by the Board, as outlined below and as consistent with the charter.

Parent representatives will be selected through a nomination process. The Board will appoint an ad hoc nomination committee to designate qualified candidates for election to the

Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee. A parent representative cannot also be an employee of the Charter School.

Community/founder representatives will be appointed by the Board. The Charter School shall seek members from the broader community-at-large with expertise in areas critical to school success, including, but not limited to, education, school finance, fundraising, facilities, government, business, and legal. A preference shall be given to community members with experience as Founders of the Charter School. A community/founder representative cannot also be an employee of the Charter School. In the case of a vacancy in a community/founder representative seat, the Board will fill the vacancy by majority vote.

Section 6. Vacancies on the Board. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) an increase in the authorized number of directors.

Section 7. Resignation of Directors. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 8. Removal of Directors. Any director can be removed, with cause, by a 66.6 percent vote of the Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the California Government Code). Cause for removal of a director includes but is not limited to conviction of a felony, declaration of unsound mind by a court order, a breach of duty as specified under California Nonprofit Benefit Corporation Law, Chapter 2, Article 3 or a failure to perform board directors' duties.

Any reduction of the authorized number of directors shall not result in any director being removed before his or her term of office expires.

Section 9. Location of Board Meetings. Meetings of the Board of Directors shall be held at the principal office of Corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of Board or in the notice of the meeting. All meetings of the Board shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., or as said chapter may be modified by subsequent legislation.

Section 10. Meetings. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the California Government Code). All meetings will be held at the principal office of the Corporation unless specified otherwise.

The Board of Directors shall meet annually at the first regular meeting in July for the purpose of organization, installation of new directors, appointment of officers, and the transaction of such other business as may properly be brought before the Board. The meeting shall be held at a time and date as may be specified and noticed by resolution of the Board.

Regular meetings of the Board of Directors, including annual meetings, shall be held at such times as may from time to time be fixed by the Board. At least 72 hours before a regular meeting, the Board or its designee shall post an agenda at all of its charter schools' locations and on each school web site. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board, if there is such an officer, the President, the Secretary, or any two directors. The party calling a special meeting shall determine the date and time thereof.

In accordance with the Brown Act, special meetings of the Board may be held only after 24-hours notice has been given to each director and to the public through the posting of an agenda. Additionally, pursuant to the Corporations Code, the Board shall adhere to the following requirements for announcing special meetings to members of the Board:

- a. Any such notice shall be addressed or delivered to each director at the director's physical address or e-mail address, as it is shown on the records of the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the principal office of the Corporation and at all of its charter schools' locations and on each school web site.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice including e-mail shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated in person or by telephone or wireless, to the recipient or to a person at the office or the recipient



whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 12. Teleconference Meetings. Members of the Board of Directors may participate in teleconference meetings as long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the school district(s) of the charter school(s) operated by River Charter Schools.
- b. All votes taken during a teleconference meeting shall be by roll call.
- c. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations, with each teleconference location being identified in the notice and agenda of the meeting.
- d. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda. This means that members of the Board who choose to use their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at those locations.
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location.
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their names when entering the conference call. (Note: The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.)

Section 13. Quorum. A majority of the voting directors then in office shall constitute a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned.

All acts or decisions of the Board of Directors will be by the majority vote of all the membership constituting the Board unless otherwise required by law.

Section 14. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 15. Compensation and Reimbursement. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of

expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 16. Committees. The Board of Directors or its Chairman or President, by action of a majority of the directors then in office, may create one or more committees, each consisting of two or more voting directors, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of directors. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board's action, except that no committee can take any of the following actions:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members.
- b. Fill vacancies on the Board of Directors or any committee of the Board.
- c. Fix compensation of the directors for serving on the Board or on any of its committees.
- d. Amend or repeal bylaws or adopt new bylaws.
- e. Amend or repeal any resolution or policy of the Board that, by its express terms, is not so amendable or subject to repeal.
- f. Create any other committees of the Board or appoint the members of committees of the Board.
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected.
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution, or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records, unless not required by the Board for certain committees. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

Section 17. Nonliability of Directors. No director shall be personally liable for the debts, liabilities, or other obligations of this Corporation.

Section 18. Compliance with Laws Governing Student Records. River Charter Schools and the California public charter school(s) it operates shall comply with all applicable provisions of the Family Education Rights Privacy Act (FERPA), as set forth in Title 20 of the United

States Code Section 1232g, and attendant regulations, as they may be amended from time to time.

### **Article VIII Officers of the Corporation**

Section 1. Offices Held. The officers of this Corporation shall be a President, a Secretary, and Chief Financial Officer. The Corporation, at the Board of Directors' direction, may also have a Chairman of the Board, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 3, of these bylaws. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties, as set forth in any applicable contract for employment or job specification.

Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer can serve concurrently as either the President or the Chairman of the Board.

Section 2. Election of Officers. The officers of this Corporation shall be chosen annually by the Board of Directors during its organizational meeting at the beginning of each school year, and they shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 3. Appointment of Other Officers. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period specified, and perform the duties outlined in the bylaws or established by the Board.

Section 4. Removal of Officers. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove, by a majority vote of the directors then in office, any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

Section 5. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. Chairman of the Board. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board's meetings and shall exercise and perform such other powers and duties as the Board may assign. If there is no President, the Chairman of the Board shall also be the chief executive officer and shall have the powers and duties of the President of the Corporation, as set forth in these bylaws. If a Chairman of the Board is elected, there shall also be a Vice-Chairman of the Board. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board may assign.

Section 8. President. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if a Chairman exists, and subject to the control of the Board, and subject to the President's contract of employment or other agreement, the President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers, as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all members' meetings and, in the absence of a Chairman of the Board, or if none, at all Board of Directors' meetings. The President shall have such other powers and duties as the Board or the bylaws may require.

Section 9. Vice-Presidents. If the President is absent or disabled, the vice-presidents, if any, in the order of their rank, as fixed by the Board, or, if not ranked, a vice-president designated by the Board, shall perform all duties of the President. When so acting, a vice-president shall have all powers of and be subject to all restrictions on the President. The vice-presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may authorize.

Section 10. Secretary. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at the Board's and committees' meetings.

The Secretary shall keep or cause to be kept, at the principal California office of the Corporation, a copy of the articles of incorporation and the bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members of the Board and of committees of the Board that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports, as are required to be given by law, by these bylaws, or by the Board. The books of accounts shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (b) disburse the Corporation's funds, as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all of the books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

## **Article IX**

### **Contracts**

Section 1. Contracts with Directors. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. Any director with a material financial interest in the proposed contract or transaction fully discloses his or her financial interest in such contract or transaction in good faith, and said disclosure is noted in the minutes of the Board of Directors' meeting.
- b. Any director with a material financial interest in the proposed contract or transaction recuses himself or herself from any participation whatsoever in the proposed contract or transaction; i.e., the interested director who recuses himself or herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken.
- c. Such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction was entered into.

This section does not apply to a transaction that is part of an educational or charitable program of this Corporation if it (a) is approved or authorized by the Corporation in good faith and without unjustified favoritism; and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

Section 2. Contracts with Nondirector-Designated Employees. The Corporation shall not enter into a contract or transaction in which a nondirector-designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the River Charter Schools’ “Conflict of Interest Code” have been fulfilled.

**Article X  
Loans**

Section 1. Loans to Directors and Officers. The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; however, the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

**Article XI  
Indemnification**

Section 1. Indemnification by Corporation. To the fullest extent permitted by law, this Corporation shall indemnify its directors, officers, employees, and other persons described in California Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, finds, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under California Corporations Code Section 5238(b) or Section 5238(c), the Board shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

**Article XII  
Insurance**

Section 1. Insurance Coverage. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer’s, director’s, employee’s, or agent’s status, as such.

**Article XIII  
Corporate Records**

Section 1. Maintenance of Records. The Corporation shall keep all of the following:

- a. Adequate and correct books and records of account
- b. Written minutes of the proceedings of its members, Board, and committees of the Board
- c. Such reports and records, as required by law

Section 2. Directors' Right to Inspect Records. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal laws. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents, as permitted by California and federal laws. This right to inspect may be circumscribed in instances when the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under the Family Education Rights Privacy Act [FERPA]) pertaining to access to books, records, and documents.

Section 3. Accounting Records and Minutes. On written demand of the Corporation, any member may inspect, copy, and make extracts of the accounting books and records and minutes of the proceedings of the members, the Board of Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by a member's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 4. Articles of Incorporation and Bylaws. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and the bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours. If the Corporation has no business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the articles of incorporation and bylaws, as amended to the current date.

**Article XIV  
Reports**

Section 1. Annual Reports. The Board of Directors shall cause an annual report to be sent to the Board of Directors within 120 days after the end of the Corporation's fiscal year, beginning with the 2007-2008 fiscal year. That report shall contain all of the following information in appropriate detail:

- a. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year
- b. The principal changes in assets and liabilities, including trust funds

- c. The Corporation’s revenue or receipts, both unrestricted and restricted to particular purposes
- d. The Corporation’s expenses or disbursements for both general and restricted purposes
- e. Any information required under these bylaws
- f. An independent accountant’s report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation’s books and records

Section 2. Statement of Transactions and indemnifications. As part of the annual report to all members, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation’s fiscal year, annually prepare and mail or deliver to each member and furnish to each director a statement of any transaction or indemnification of the following:

- a. Any transaction (1) in which the Corporation, or its parent or subsidiary, was party; (2) in which an *interested person* had a direct or indirect material financial interest; and (3) which involved more than \$50,000 or was one of several transactions with the same *interested person* involving, in the aggregate, more than \$50,000. For this purpose, an *interested person* is either of the following:
  - (a) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest)
  - (b) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary (The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, and the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.)

**Article XV  
Amendments of Bylaws**

Section 1. Requirements for Amending Bylaws. The Board of Directors may adopt, amend, or repeal any of these bylaws by more than a two-thirds vote of all membership constituting the Board of directors, unless otherwise required by law, at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charter(s) that created the California public charter school(s) operated by River Charter Schools or make any provisions of these bylaws inconsistent with that/those charter(s), the Corporation’s articles of incorporation, or any laws.

**Article XVI  
Fiscal Year**



Section 1. Corporation's Fiscal Year. The fiscal year of the Corporation for the River Charter Schools shall begin on July 1 of each year and end on June 30 of the following year.

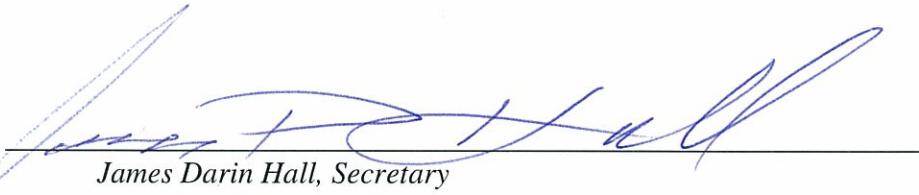
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*Certificate of Secretary*

*I hereby certify that I am the duly elected and acting Secretary of River Charter Schools, a California nonprofit public benefit corporation; that these bylaws are the bylaws of this Corporation, as adopted by the Board of Directors on January 23, 2017; and that these bylaws have not been amended or modified since that date.*

*Executed on January 23, 2017 at West Sacramento, California*



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*James Darin Hall, Secretary*



**RIVER CHARTER SCHOOLS**  
**CONFLICT OF INTEREST POLICY**

**CONFLICT OF INTEREST CODE**

**I. ADOPTION**

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., River Charter Schools (“RCS”) hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of RCS and any and all of the California public charter schools it operates, as specifically required by California Government Code Section 87300.

**II. DESIGNATED EMPLOYEES**

Employees of RCS and the California public charter schools it operates, including governing board members and candidates, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be designated employees. The designated positions are listed in “Exhibit A” attached to this policy and incorporated by reference herein.

**III. STATEMENT OF ECONOMIC INTERESTS: TIME OF FILING**

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.” An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participate in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Initial Statements.

A. All designated employees employed by RCS and the California public charter schools it operates, on the effective date of this Code, as originally adopted, promulgated and approved by the Board of Directors of RCS, shall file statements within 30 days after the effective date of this Code. Thereafter, each person in a position that becomes by an amendment to this Code a “designated employee” shall file an Initial Statement within 30 days after the effective date of the amendment.

#### B. Governing Board Candidates.

Candidates for election to the governing board shall file statements within 5 days after the final date for filing nomination petitions.

#### C. Assuming Office Statements.

All persons assuming designated positions after the effective date of this Code shall file statements within 30 days after assuming designated positions.

1. Annual Statements. All designated employees shall file statements no later than April 1.

2. Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

3. Statements for Persons Who Resign 30 Days After Appointment. Persons who resign within 30 days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an Assuming or Leaving Office Statement.

4. Statements Filed With the Charter School(s). All Statements shall be supplied by RCS or the individual California public charter schools it operates. All Statements shall be filed with RCS or the individual California public charter schools it operates. The filing officer of RCS or the individual California public charter schools it operates, shall make and retain a copy and forward the original to the County Board of Supervisors.

### **IV. STATEMENTS OF ECONOMIC INTERESTS: CONTENTS OF AND TIME PERIOD COVERED BY THE STATEMENTS**

#### Contents of Initial Statements.

A. Initial Statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the Code and income received during the 12 months prior to the effective date of the Code.

#### B. Contents of Assuming Office Statements.

Assuming Office Statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office and income received during the 12 months prior to the date of assuming office.

#### C. Contents of Annual Statements.

Annual Statements shall disclose any reportable investments, interest in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first Annual Statement shall begin on the effective date of the Code or date of assuming office, whichever is later. The statement shall include any reportable investment or interest in real property, partially or wholly acquired or disposed of during the period covered by the statement, with the date of acquisition or disposal.

#### D. Contents of Leaving Office Statements.

Leaving Office Statements shall disclose reportable investments, interest in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office. The statement shall include any reportable investment or interest in real property, partially or wholly acquired or disposed of during the period covered by the statement, with the date of acquisition or disposal.

## V. STATEMENTS OF ECONOMIC INTERESTS: MANNER OF REPORTING

### A. Investment and Real Property Disclosure

When an investment or interest in real property is required to be disclosed, the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property; and
4. A statement whether the fair market value of the investment or interest in real property exceeds one thousand dollars (\$1,000), exceeds ten thousand dollars (\$10,000), or exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer. Reportable investments or interest in real property do include those in excess of one thousand dollars (\$1,000) held by the filer's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the filer, spouse and dependent children together own a direct, indirect or beneficial interest of 10% or more.

### B. Personal Income Disclosure

Personal income is required to be reported under this Code, the statement shall contain the following:

1. The name and address of each source of income aggregating \$250 or more in value or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), or greater than ten thousand dollars (\$10,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift and the date on which the gift was received; and
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan.

### C. Business Entity Income Disclosure

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

1. The name, address, and a general description of the business activity; and
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such a person was equal to or greater than ten thousand dollars (\$10,000).

### D. Business Positions Disclosure

When reporting business positions, a designated employee shall list the name of each business entity not specified above in which he/she is a director, officer, partner, trustee, employee, or in which he/she holds any position of management; a description of the business activity in which the entity is engaged; and designated employee's position with the business entity.

## **VI. DISQUALIFICATION**

No designated employee shall make, participate in making, or try to use his/her official position to influence any RCS decision (or the decisions of the California public charter schools it operates) which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

A. Any business entity or real property in which the designated employee has a direct or indirect investment or interest worth one thousand dollars (\$1,000) or more.

B. Any source of income totaling two hundred fifty dollars (\$250) or more provided or promised to the designated employee within twelve months prior to the decision. (This category does not include gifts or loans made at regular rates by commercial lending institutions.)

C. Any business entity in which the designated employee is the director, officer, partner, trustee, employee, or any kind of manager.

D. Any donor of gifts totaling \$250 or more in value provided or promised to the designated within twelve months prior to the decision; any intermediary or agency for such a donor. No designated employee shall be prevented from making or participating in any decision to the extent that his/her participation is legally required for the decision to be made. (The need to break a tie vote does not make the designated employee's participation legally required.)

## **VII. MANNER OF DISQUALIFICATION**

### **A. Non-Governing Board Member Designated Employees**

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Executive Director, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

### **B. Governing Board Member Designated Employees**

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall then refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the RCS bylaws.

## **VIII. DEFINITION OF TERMS**

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

## EXHIBIT A

### Designated Positions

I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in “Exhibit B” (i.e. categories 1, 2, and 3).

- A. Members of the Governing Board
- B. Candidates for Member of the Governing Board
- C. Corporate Officers (e.g., CEO/President, Secretary, CFO/Treasurer, etc.)
- D. Executive Director
- E. Principal
- F. Assistant Principals
- G. Chief Business Officer
- H. Director Personnel Services
- I. Assistant Director of Personnel Services
- J. Consultants<sup>(1)</sup>
- K. Other Employees<sup>(2)</sup>

II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of “Exhibit B.”

- A. Purchasing Manager
- B. Assistant Business Officer
- C. Other Employees<sup>(3)</sup>

III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of “Exhibit B.”

- A. Information Systems Technician
- B. Contractor
- C. Other Employees<sup>(4)</sup>

- (1) The Executive Director may determine, in writing, that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location of interest code.
- (2) “Other Employees” include any employee occupying a position that requires the employee to make a governmental decision that foreseeably and materially affects a personal financial interest, source of income, or a business position in a business entity.
- (3) “Other Employees” include any employee with authority to make purchases that may foreseeably and materially affect an investment and/or business position in business entities or who are in a position to influence a governmental decision that may foreseeably and materially affect an investment and/or business position in a business entity.
- (4) “Other Employees” include employees with authority to make purchases that may foreseeably and materially affect investments and business positions in business entities which provide services, supplies, materials, or equipment in which the employee has authority to purchase.

## **EXHIBIT B**

### Disclosure Categories

#### Category 1 Reporting:

A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property, if the fair market value of the interest is greater than \$1,000. (Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or

her spouse owns, directly, indirectly, or beneficially, a ten percent interest or greater.)

B. Investments in or income from persons or business entities which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.

C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction. (Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.) (Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.) (No investment or interest in real property is reportable unless its fair market value exceeds \$1,000. No source of income is reportable unless the income received by or promised to the public official aggregates \$250 or more in value or \$50 or more in value if the income was a gift during the preceding 12-month reporting period.

#### Category 2 Reporting:

A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Director. Investments include interests described in Category 1.

#### Category 3 Reporting:

A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Director. Investments include the interests described in Category 1.

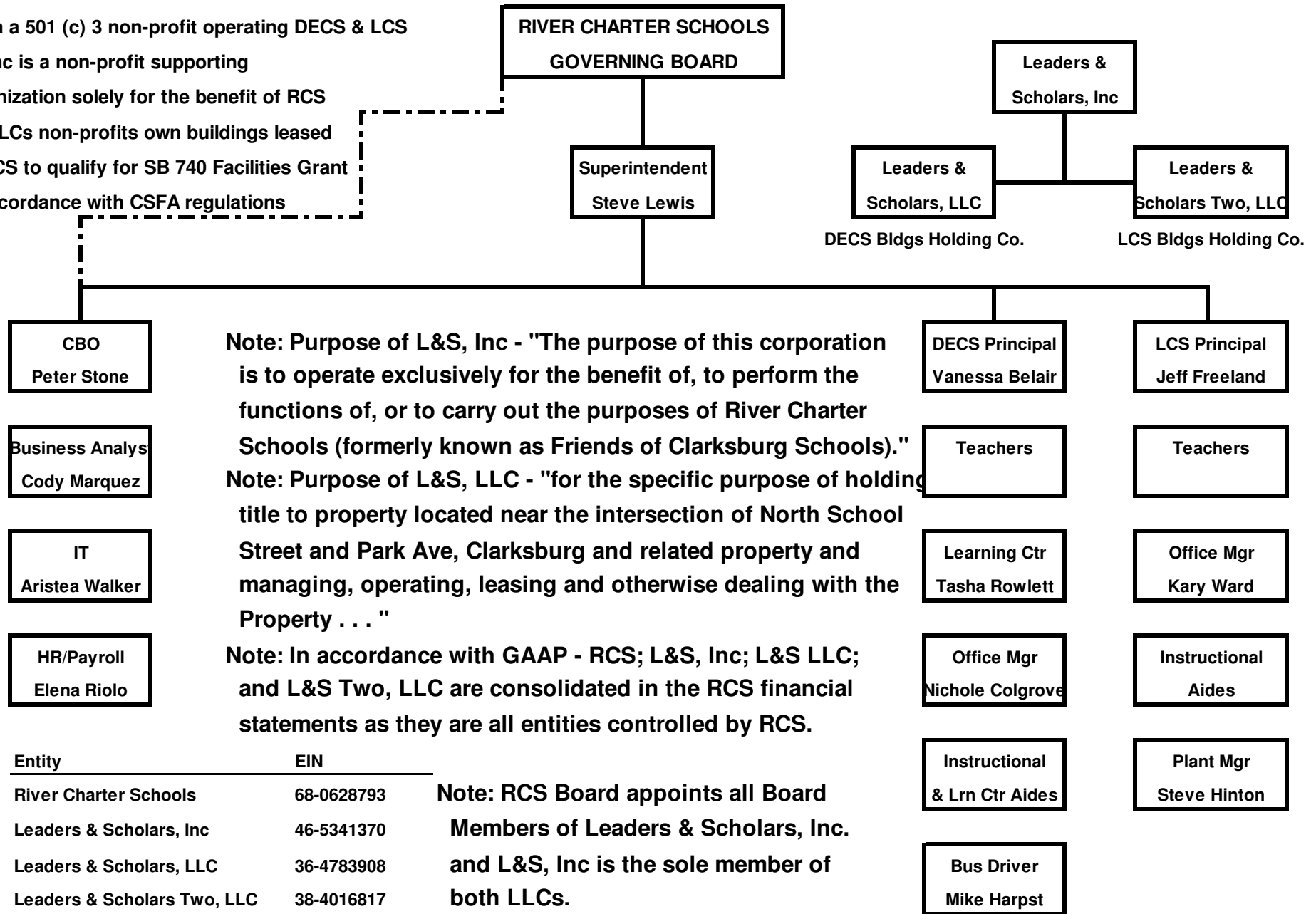


# Appendix C

RCS is a 501 (c) 3 non-profit operating DECS & LCS

L&S Inc is a non-profit supporting organization solely for the benefit of RCS

L&S LLCs non-profits own buildings leased to RCS to qualify for SB 740 Facilities Grant in accordance with CSFA regulations



**Note: Purpose of L&S, Inc - "The purpose of this corporation is to operate exclusively for the benefit of, to perform the functions of, or to carry out the purposes of River Charter Schools (formerly known as Friends of Clarksburg Schools)."**

**Note: Purpose of L&S, LLC - "for the specific purpose of holding title to property located near the intersection of North School Street and Park Ave, Clarksburg and related property and managing, operating, leasing and otherwise dealing with the Property . . ."**

**Note: In accordance with GAAP - RCS; L&S, Inc; L&S LLC; and L&S Two, LLC are consolidated in the RCS financial statements as they are all entities controlled by RCS.**

**Note: RCS Board appoints all Board Members of Leaders & Scholars, Inc. and L&S, Inc is the sole member of both LLCs.**

Entity	EIN
River Charter Schools	68-0628793
Leaders & Scholars, Inc	46-5341370
Leaders & Scholars, LLC	36-4783908
Leaders & Scholars Two, LLC	38-4016817

# Appendix D

## CHARTER SCHOOL PRELIMINARY BUDGET 2017-2018 FINANCIAL REPORT - ALTERNATIVE FORM

Period Covered: 7-1-17 - 6-30-2018 (Forecast for 16-17 and Preliminary Budget for 17-18 ) Plus Future Year:

### CHARTER SCHOOL CERTIFICATION

Charter School Name: Delta Elementary Charter School

CDS#: 34 67413 0114660

Charter Approving Entity: River Delta Unified School District

County: Sacramento

Charter #: 0853

For information regarding this report, please contact:

For Approving Entity:

For Charter School:

Elizabeth Keema Aston  
Name

Peter Stone  
Name

Chief Business Officer  
Title

Chief Business Officer  
Title

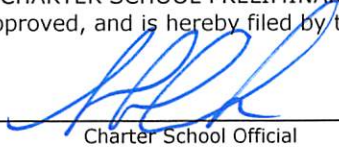
707-374-1700  
Telephone

916-744-1956  
Telephone

ekaston@riverdelta.k12.ca.us  
E-mail address

pstone@rivercharterschools.org  
E-mail address:

() 2017-2018 CHARTER SCHOOL PRELIMINARY BUDGET - ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code Section 47604.33(a)*.

Signed:   
Charter School Official  
(Original signature required)

Date: 6/20/17

Printed Name: Stephen Lewis

Title: Superintendent/Principal

To the entity that approved the charter school:

() 2017-2018 CHARTER SCHOOL PRELIMINARY BUDGET - ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code Section 47604.33(a)*.

Signed: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

To the County Superintendent of Schools:

() 2017-2018 CHARTER SCHOOL PRELIMINARY BUDGET - ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code Section 47604.33(a)*.

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CHARTER SCHOOL PRELIMINARY BUDGET**

**FINANCIAL REPORT - ALTERNATIVE FORM**

**PERIOD COVERED:** 7-1-17 - 6-30-2018 (Forecast for 16-17 and Preliminary Budget for 17-18 ) Plus Future Years

**Charter School Name:** Delta Elementary Charter School  
**CDS#:** 34 67413 0114660  
**Charter Approving Entity:** River Delta Unified School District  
**County:** Sacramento  
**Charter #:** 0853

**This charter school uses the following basis of accounting:**

**(Please enter an "X" in the applicable box below; check only one box)**

**Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 4900-9499, and 9660-0669)

**Modified Accrual Basis** (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

	Object Code	2016-2017 Estimated Actual			2017-2018 Adopted Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>A. REVENUES</b>							
1. Revenues Limit Sources							
State Aid - Current Year	8011	1,033,344		1,033,344	1,072,023		1,072,023
Education Protection Act - Current Year	8012	95,472		95,472	79,104		79,104
Charter Schools Gen. Purpose Entitlement - State Aid - Prior Years	8015 8019			-			-
Tax Relief Subventions (for rev. limit funded schools)	8020-8039			-			-
County and District Taxes (for rev. limit funded schools)	8040-8079			-			-
Miscellaneous Funds (for rev. limit funded schools)	8080-8089			-			-
Revenue Limit Transfers (for rev. limit funded schools):				-			-
PERS Reduction Transfer	8092			-			-
Transfers in-Lieu of Property Taxes	8091, 8096, 8097	1,967,976		1,967,976	1,967,976		1,967,976
<b>Total, Revenue Limit Sources</b>		<b>3,096,792</b>	<b>-</b>	<b>3,096,792</b>	<b>3,119,103</b>	<b>-</b>	<b>3,119,103</b>
2. Federal Revenues (see NOTE on last page)							
No Child Left Behind	8290		34,700	34,700		36,700	36,700
Special Education - Federal	8181-8182			-		51,625	51,625
Child Nutrition - Federal	8220			-			-
Other Federal Revenues	8110, 8260-8299		37,000	37,000		37,000	37,000
<b>Total, Federal Revenues</b>		<b>-</b>	<b>71,700</b>	<b>71,700</b>	<b>-</b>	<b>125,325</b>	<b>125,325</b>
3. Other State Revenues							
Charter Schools Categorical Block Grant	8480			-			-
Other State Apportionments - Prior Years	8319			-			-
Special Education - State	StateRevSE			-		199,188	199,188
Lottery	8560	57,680	16,892	74,572	56,955	17,798	74,753
All Other State Revenues	8590	97,462	111,892	209,354	64,628	48,000	112,628
<b>Total, Other State Revenues</b>		<b>155,142</b>	<b>128,784</b>	<b>283,926</b>	<b>121,583</b>	<b>264,986</b>	<b>386,569</b>
4. Other Local Revenues							
Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes	8780			-			-
Interest	8660			-			-
All Other Local Revenues	8600-8799	133,940		133,940	111,000		111,000
<b>Total, Local Revenues</b>		<b>133,940</b>	<b>-</b>	<b>133,940</b>	<b>111,000</b>	<b>-</b>	<b>111,000</b>
<b>5. TOTAL REVENUES</b>		<b>3,385,874</b>	<b>200,484</b>	<b>3,586,358</b>	<b>3,351,686</b>	<b>390,311</b>	<b>3,741,997</b>
<b>B. EXPENDITURES</b>							
1. Certificated Salaries							
Teachers' Salaries	1100	853,250		853,250	871,813	43,817	915,630
Certificated Pupil Support Salaries	1200			-			-
Certificated Supervisors' and Administrators' Salaries	1300	100,000		100,000	97,850		97,850
Other Certificated Salaries	1900			-			-
<b>Total, Certificated Salaries</b>		<b>953,250</b>	<b>-</b>	<b>953,250</b>	<b>969,663</b>	<b>43,817</b>	<b>1,013,480</b>

**CHARTER SCHOOL PRELIMINARY BUDGET  
FINANCIAL REPORT - ALTERNATIVE FORM**

**PERIOD COVERED:** 7-1-17 - 6-30-2018 (Forecast for 16-17 and Preliminary Budget for 17-18 ) Plus Future Years

**Charter School Name:** Delta Elementary Charter School  
**CDS#:** 34 67413 0114660  
**Charter Approving Entity:** River Delta Unified School District  
**County:** Sacramento  
**Charter #:** 0853

**This charter school uses the following basis of accounting:**

**(Please enter an "X" in the applicable box below; check only one box)**

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 4900-9499, and 9660-0669)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

	Object Code	2016-2017 Estimated Actual			2017-2018 Adopted Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>2. Non-certificated Salaries</b>							
Instructional Aides' Salaries	2100	126,000	34,000	160,000	117,653	57,836	175,489
Non-certificated Support Salaries	2200	89,131		89,131	91,722		91,722
Non-certificated Supervisors' and Administrators	2300			-			-
Clerical and Office Salaries	2400	47,079		47,079	44,990		44,990
Other Non-certificated Salaries	2900	3,000		3,000	10,000		10,000
Total, Non-certificated Salaries		265,210	34,000	299,210	264,365	57,836	322,201
<b>3. Employee Benefits</b>							
STRS	3101-3102	112,000		112,000	139,990		139,990
PERS	3201-3202	36,000		36,000	51,439		51,439
OASDI/Medicare/Alternative	3301-3302	38,336		38,336	30,241	11,836	42,077
Health and Welfare Benefits	3401-3402	114,880		114,880	96,973	23,360	120,333
Unemployment Insurance	3501-3502			-			-
Workers' Compensation Insurance	3601-3602	31,000		31,000	21,504		21,504
Retiree Benefits	3701-3702			-			-
PERS Reduction (for revenue limit funded school)	3801-3802			-			-
Other Employee Benefits	3901-3902	22,000		22,000	21,000	10,000	31,000
Total, Employee Benefits		354,216	-	354,216	361,147	45,196	406,343
<b>4. Books and Supplies</b>							
Approved Textbooks and Core Curricula Material	4100			-			-
Books and Other Reference Materials	4200	46,108	21,892	68,000	51,562	23,938	75,500
Material and Supplies	4300	74,100		74,100	77,382		77,382
Non-capitalized Equipment	4400	7,999	15,002	23,000	6,460	17,000	23,460
Food	4700			-			-
Total, Books and Supplies		128,207	36,894	165,100	135,404	40,938	176,342
<b>5. Services and Other Operating Expenditures</b>							
Travel and Conference	5200	4,000		4,000	4,080		4,080
Dues and Memberships	5300	4,000		4,000	4,080		4,080
Insurance	5400	28,533		28,533	28,000		28,000
Operations and Housekeeping Services	5500	6,812	29,788	36,600	52,338		52,338
Rentals, Leases, Repairs, and Noncap. Improvements	5600	27,124	82,103	109,226	3,540	42,000	45,540
Professional/Consulting Services and Operating Expenses	5800	82,674	700	83,374	138,485	375,226	513,711
Communications	5900	19,000		19,000	17,800	16,000	33,800
Total, Services and Other Operating Expenditures		172,143	112,591	284,733	248,323	433,226	681,549
<b>6. Capital Outlay</b>							
(Objects 6100-6170, 6200-6500 for modified accrual basis only)							
Land and Land Improvements	6100-6170			-			-
Buildings and Improvements of Buildings	6200			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-
Equipment	6400			-			-
Equipment Replacement	6500			-			-
Depreciation Expense (for accrual basis only)	6900	134,000		134,000	135,000		135,000
Total, Capital Outlay		134,000	-	134,000	135,000	-	135,000

**CHARTER SCHOOL PRELIMINARY BUDGET**

**FINANCIAL REPORT - ALTERNATIVE FORM**

**PERIOD COVERED:** 7-1-17 - 6-30-2018 (Forecast for 16-17 and Preliminary Budget for 17-18 ) Plus Future Years

Charter School Name: Delta Elementary Charter School  
 CDS#: 34 67413 0114660  
 Charter Approving Entity: River Delta Unified School District  
 County: Sacramento  
 Charter #: 0853

**This charter school uses the following basis of accounting:**

**(Please enter an "X" in the applicable box below; check only one box)**

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 4900-9499, and 9660-0669)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

	Object Code	2016-2017 Estimated Actual			2017-2018 Adopted Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
7. Other Outgo							
District Oversight & Transportation Chg	7110-7143	52,320		52,320	54,191		54,191
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			-			-
Transfers of Apportionments to Other LEAs - Special	7221-7223SE	303,529		303,529			-
Transfer of Apportionments to Other LEAs - All Other	7221-7223AO			-			-
All Other Transfers	7280-7299	727,727	17,000	744,727	607,388	69,300	676,688
Debt Services:				-			-
Interest	7438	38,000		38,000	36,660	514	37,174
Principal (for modified accrual basis only)	7439	-	-	-	-	-	-
Total, Other Outgo		1,121,576	17,000	1,138,576	698,239	69,814	768,053
8. TOTAL EXPENDITURES		3,128,601	200,484	3,329,085	2,812,141	690,827	3,502,968
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>							
<b>BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		257,273	-	257,273	539,545	(300,516)	239,029
<b>D. OTHER FINANCING SOURCES/USES</b>							
1. Other Sources	8930-8979			-			-
2. Less: Other Uses	7630-7699			-			-
3. Contributions Between Unrestricted and Restricted (must net to zero)	8980-8999				55,248 (300,516)	(55,248) 300,516	-
3. Contributions Between Unrestricted and Restricted	8980-8999						
4. TOTAL OTHER FINANCING SOURCES/USES		-	-	-	(245,268)	245,268	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		257,273	-	257,273	294,277	(55,248)	239,029
<b>F. FUND BALANCE, RESERVES</b>							
1. Beginning Fund Balance							
a. As of July 1	9791	1,736,906	66,904	1,803,810	1,994,656	66,904	2,061,560
b. Adjustments/Restatements to Beginning Balance	9793, 9795	477		477			-
c. Adjusted Beginning Balance		1,737,383	66,904	1,804,287	1,994,656	66,904	2,061,560
d. Temporarily Restricted Net Assets				-			-
2. Ending Fund Balance, June 30 (E + F1c)		1,994,656	66,904	2,061,560	2,288,933	11,656	2,300,589

**CHARTER SCHOOL PRELIMINARY BUDGET  
FINANCIAL REPORT - ALTERNATIVE FORM**

**PERIOD COVERED:** 7-1-17 - 6-30-2018 (Forecast for 16-17 and Prel

**Charter School Name:** Delta Elementary Charter School  
**CDS#:** 34 67413 0114660  
**Charter Approving Entity:** River Delta Unified School District  
**County:** Sacramento  
**Charter #:** 0853

**This charter school uses the following basis of accounting:**

**(Please enter an "X" in the applicable box below; check only one**

**Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt)

**Modified Accrual Basis** (Applicable Capital Outlay/Debt Service objects)

	Object Code	2018-2019 Projection			2019-2020 Projection		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>A. REVENUES</b>							
1. Revenues Limit Sources							
State Aid - Current Year	8011	1,183,560		1,183,560	1,272,792		1,272,792
Education Protection Act - Current Year	8012	79,104		79,104	79,104		79,104
Charter Schools Gen. Purpose Entitlement - State Aid - Prior Years	8015 8019			-			-
Tax Relief Subventions (for rev. limit funded schools)	8020-8039			-			-
County and District Taxes (for rev. limit funded schools)	8040-8079			-			-
Miscellaneous Funds (for rev. limit funded schools)	8080-8089			-			-
Revenue Limit Transfers (for rev. limit funded schools):							
PERS Reduction Transfer	8092			-			-
Transfers in-Lieu of Property Taxes	8091, 8096, 8097	1,967,976		1,967,976	1,967,976		1,967,976
<b>Total, Revenue Limit Sources</b>		<b>3,230,640</b>	<b>-</b>	<b>3,230,640</b>	<b>3,319,872</b>	<b>-</b>	<b>3,319,872</b>
2. Federal Revenues (see NOTE on last page)							
No Child Left Behind	8290		37,700	37,700		37,700	37,700
Special Education - Federal	8181-8182		51,625	51,625		51,625	51,625
Child Nutrition - Federal	8220			-			-
Other Federal Revenues	8110, 8260-8299		37,000	37,000		37,000	37,000
<b>Total, Federal Revenues</b>		<b>-</b>	<b>126,325</b>	<b>126,325</b>	<b>-</b>	<b>126,325</b>	<b>126,325</b>
3. Other State Revenues							
Charter Schools Categorical Block Grant	8480			-			-
Other State Apportionments - Prior Years	8319			-			-
Special Education - State	StateRevSE		199,188	199,188		199,188	199,188
Lottery	8560	56,955	17,798	74,753	56,955	17,798	74,753
All Other State Revenues	8590	6,091	48,000	54,091	6,091	48,000	54,091
<b>Total, Other State Revenues</b>		<b>63,046</b>	<b>264,986</b>	<b>328,032</b>	<b>63,046</b>	<b>264,986</b>	<b>328,032</b>
4. Other Local Revenues							
Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes	8780			-			-
Interest	8660			-			-
All Other Local Revenues	8600-8799	111,000		111,000	111,000		111,000
<b>Total, Local Revenues</b>		<b>111,000</b>	<b>-</b>	<b>111,000</b>	<b>111,000</b>	<b>-</b>	<b>111,000</b>
<b>5. TOTAL REVENUES</b>		<b>3,404,686</b>	<b>391,311</b>	<b>3,795,997</b>	<b>3,493,918</b>	<b>391,311</b>	<b>3,885,229</b>
<b>B. EXPENDITURES</b>							
1. Certificated Salaries							
Teachers' Salaries	1100	889,923	43,817	933,740	911,033	43,817	954,850
Certificated Pupil Support Salaries	1200			-			-
Certificated Supervisors' and Administrators' Salaries	1300	100,786		100,786	103,809		103,809
Other Certificated Salaries	1900			-			-
<b>Total, Certificated Salaries</b>		<b>990,709</b>	<b>43,817</b>	<b>1,034,526</b>	<b>1,014,842</b>	<b>43,817</b>	<b>1,058,659</b>

**CHARTER SCHOOL PRELIMINARY BUDGET  
FINANCIAL REPORT - ALTERNATIVE FORM**

**PERIOD COVERED:** 7-1-17 - 6-30-2018 (Forecast for 16-17 and Prel

**Charter School Name:** Delta Elementary Charter School  
**CDS#:** 34 67413 0114660  
**Charter Approving Entity:** River Delta Unified School District  
**County:** Sacramento  
**Charter #:** 0853

**This charter school uses the following basis of accounting:**

**(Please enter an "X" in the applicable box below; check only one**

**Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt)

**Modified Accrual Basis** (Applicable Capital Outlay/Debt Service objects)

	Object Code	2018-2019 Projection			2019-2020 Projection		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>2. Non-certificated Salaries</b>							
Instructional Aides' Salaries	2100	121,918	58,836	180,754	127,341	58,836	186,177
Non-certificated Support Salaries	2200	95,226		95,226	99,542		99,542
Non-certificated Supervisors' and Administrators	2300			-			-
Clerical and Office Salaries	2400	46,340		46,340	47,730		47,730
Other Non-certificated Salaries	2900	10,000		10,000	10,000		10,000
Total, Non-certificated Salaries		273,484	58,836	332,320	284,613	58,836	343,449
<b>3. Employee Benefits</b>							
STRS	3101-3102	161,293		161,293	183,974		183,974
PERS	3201-3202	62,664		62,664	74,598		74,598
OASDI/Medicare/Alternative	3301-3302	11,339	31,836	43,175	12,560	31,836	44,396
Health and Welfare Benefits	3401-3402	112,471	13,360	125,831	118,231	13,360	131,591
Unemployment Insurance	3501-3502			-			-
Workers' Compensation Insurance	3601-3602	22,006		22,006	22,574		22,574
Retiree Benefits	3701-3702			-			-
PERS Reduction (for revenue limit funded school)	3801-3802			-			-
Other Employee Benefits	3901-3902	3,075		3,075	3,075		3,075
Total, Employee Benefits		372,848	45,196	418,044	415,012	45,196	460,208
<b>4. Books and Supplies</b>							
Approved Textbooks and Core Curricula Material	4100			-			-
Books and Other Reference Materials	4200	53,072	23,938	77,010	54,612	23,938	78,550
Material and Supplies	4300	78,893		78,893	80,435		80,435
Non-capitalized Equipment	4400	6,929	17,000	23,929	7,408	17,000	24,408
Food	4700			-			-
Total, Books and Supplies		138,894	40,938	179,832	142,455	40,938	183,393
<b>5. Services and Other Operating Expenditures</b>							
Travel and Conference	5200	4,162		4,162	4,244		4,244
Dues and Memberships	5300	4,162		4,162	4,245		4,245
Insurance	5400	28,000		28,000	28,000		28,000
Operations and Housekeeping Services	5500	53,459		53,459	54,612		54,612
Rentals, Leases, Repairs, and Noncap. Improvements	5600	4,096	42,000	46,096	4,669	42,000	46,669
Professional/Consulting Services and Operating Expenses	5800	136,661	375,226	511,887	138,299	375,226	513,525
Communications	5900	18,064	16,000	34,064	18,336	16,000	34,336
Total, Services and Other Operating Expenditures		248,604	433,226	681,830	252,405	433,226	685,631
<b>6. Capital Outlay</b>							
(Objects 6100-6170, 6200-6500 for modified accrual basis only)							
Land and Land Improvements	6100-6170			-			-
Buildings and Improvements of Buildings	6200			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-
Equipment	6400			-			-
Equipment Replacement	6500			-			-
Depreciation Expense (for accrual basis only)	6900	136,000		136,000	136,000		136,000
Total, Capital Outlay		136,000	-	136,000	136,000	-	136,000

**CHARTER SCHOOL PRELIMINARY BUDGET  
FINANCIAL REPORT - ALTERNATIVE FORM**

**PERIOD COVERED:** 7-1-17 - 6-30-2018 (Forecast for 16-17 and Prel

**Charter School Name:** Delta Elementary Charter School  
**CDS#:** 34 67413 0114660  
**Charter Approving Entity:** River Delta Unified School District  
**County:** Sacramento  
**Charter #:** 0853

**This charter school uses the following basis of accounting:**

**(Please enter an "X" in the applicable box below; check only one**

**Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt)

**Modified Accrual Basis** (Applicable Capital Outlay/Debt Service objects)

	Object Code	2018-2019 Projection			2019-2020 Projection		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>7. Other Outgo</b>							
District Oversight & Transportation Chg	7110-7143	55,306		55,306	56,199		56,199
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			-			-
Transfers of Apportionments to Other LEAs - Special	7221-7223SE			-			-
Transfer of Apportionments to Other LEAs - All Other	7221-7223AO			-			-
All Other Transfers	7280-7299	471,916	71,379	543,295	459,451	73,682	533,133
Debt Services:				-			-
Interest	7438	31,224	514	31,738	31,224	514	31,738
Principal (for modified accrual basis only)	7439	-	-	-	-	-	-
Total, Other Outgo		558,446	71,893	630,339	546,874	74,196	621,070
<b>8. TOTAL EXPENDITURES</b>		2,718,985	693,906	3,412,891	2,792,201	696,209	3,488,410
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		685,701	(302,595)	383,106	701,717	(304,898)	396,819
<b>D. OTHER FINANCING SOURCES/USES</b>							
1. Other Sources	8930-8979			-			-
2. Less: Other Uses	7630-7699			-			-
3. Contributions Between Unrestricted and Restricted (must net to zero)	8980-8999	(302,595)	302,595		(304,898)	304,898	
3. Contributions Between Unrestricted and Restricted	8980-8999						
4. TOTAL OTHER FINANCING SOURCES/USES		(302,595)	302,595	-	(304,898)	304,898	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		383,106	-	383,106	396,819	-	396,819
<b>F. FUND BALANCE, RESERVES</b>							
1. Beginning Fund Balance							
a. As of July 1	9791	2,288,933	11,656	2,300,589	2,672,039	11,656	2,683,695
b. Adjustments/Restatements to Beginning Balance	9793, 9795			-			-
c. Adjusted Beginning Balance		2,288,933	11,656	2,300,589	2,672,039	11,656	2,683,695
d. Temporarily Restricted Net Assets							
2. Ending Fund Balance, June 30 (E + F1c)		2,672,039	11,656	2,683,695	3,068,858	11,656	3,080,514



**2016-2017 3rd Forecast; 2017-2018 Budget: 2018-2019 Plan  
Narrative & Financial Summary**

Note: This Narrative and Financial Summary is designed to show Revenue detail that is not on the the attached 3-year Statement of Activities and Changes in Net Assets. It also provides explanations as to significant variances between years.

**2016-2017 3rd Forecast**

	<b>2016-2017 Budget</b>	<b>2016-2017 3rd Forecast</b>	<b>Increase/ (Decrease)</b>
Revenue			
1) Revenue Limit Sources	3,044,979	3,096,792	51,813
2) Federal Revenue	75,475	71,700	(3,775)
3) Other State Revenue	295,006	283,926	(11,080)
4) Other Local Revenue	116,840	133,940	17,100
Total Revenues	<u>3,532,300</u>	<u>3,586,358</u>	<u>54,058</u>
Expenses			
1) Certificated Salaries	950,570	953,250	2,680
2) Classified Salaries	302,938	299,210	(3,728)
3) Employee Benefits	362,357	354,216	(8,141)
4) Books and Supplies	152,464	165,100	12,636
5) Services & Other Op Exp	314,397	284,733	(29,664)
6) Depreciation	137,000	134,000	(3,000)
7) Other Outgo	1,102,174	1,138,576	36,402
Total Expenses	<u>3,321,900</u>	<u>3,329,085</u>	<u>7,185</u>
Excess of Rev Over Expenses with Restricted	<u>210,400</u>	<u>257,273</u>	<u>46,873</u>
Less: Restricted Money not spent			
<b>Unrestricted Excess of Rev Over Expenses</b>	<b><u>210,400</u></b>	<b><u>257,273</u></b>	<b><u>46,873</u></b>
Beginning Total Fund Balance	1,803,810	1,804,287	477
Excess of Rev Over Expenses	<u>210,400</u>	<u>257,273</u>	<u>46,873</u>
Ending Total Fund Balance	<u>2,014,210</u>	<u>2,061,560</u>	<u>47,350</u>

**2016-2017 3rd Forecast**

Revenue is up primarily due to increased funding of state LCFF revenue.

Books and Supplies is up due to student materials and office supplies. Student Materials includes field trips. Office Supplies is mostly paper and other supplies for classrooms and teachers.

Services and Other Operating Expense is down because of reduced spending on janitorial items and legal fees. The accounting has shifted so that most legal fees are accounted for in Home Office.

Other Outgo is up primarily due to allocations from Home Office which includes the accounting change for legal fees and and increase in payroll fees to begin the necessary change to ADP, conference/travel, IT services, and contracted instructor

We still have \$53K in Prop 39 Jobs/Energy monies from two years ago that are currently in restricted funding and will ultimately be returned as there is not enough more energy savings to warrant more expenditures. Additionally we have about \$12K in Educator Effectiveness monies from last year which will help go towards Math Coaching in 2017-2018.

**Enrollment/ADA**

	<b>2016-2017 Budget</b>	<b>2016-2017 3rd Forecast</b>	<b>Increase/ (Decrease)</b>	<b>% Increase</b>
Total Possible Enrollment	416	416	-	0.0%
Enrollment Projection	412	415	3	0.7%
Enrollment as a % of Possible	99.0%	99.8%		
ADA	395.5	401.9	6.4	1.6%
ADA as a % of Enrollment	96.0%	96.8%		
ADA as a % of Possible Total	95.1%	96.6%		

	<b>2016-2017 3rd Forecast</b>	<b>ADA</b>
		<b>Per ADA</b>
		401.9
State Aid	1,033,344	2,571
EPA	95,472	238
Prior Year Adj		-
Charter in-lieu of property taxes	1,967,976	4,897
<b>Total</b>	<b>3,096,792</b>	<b>7,705</b>

These figures have been taken from the FCMAT LCFF calculator v.18.1a for DECS using 401.91 as the ADA.

## 2017-2018 Budget

	<b>2016-2017 3rd Forecast</b>	<b>2017-2018 Budget</b>	<b>Increase/ (Decrease)</b>
<b>Revenue</b>			
1) Revenue Limit Sources	3,096,792	3,119,103	22,311
2) Federal Revenue	71,700	125,325	53,625
3) Other State Revenue	283,926	386,569	102,643
4) Other Local Revenue	133,940	111,000	(22,940)
<b>Total Revenues</b>	<b>3,586,358</b>	<b>3,741,997</b>	<b>155,639</b>
<b>Expenses</b>			
1) Certificated Salaries	953,250	1,013,480	60,230
2) Classified Salaries	299,210	322,201	22,991
3) Employee Benefits	354,216	406,343	52,127
4) Books and Supplies	165,100	176,342	11,242
5) Services & Other Op Exp	284,733	681,549	396,816
6) Depreciation	134,000	135,000	1,000
7) Other Outgo	1,138,576	768,053	(370,523)
<b>Total Expenses</b>	<b>3,329,085</b>	<b>3,502,968</b>	<b>173,883</b>
<b>Excess of Rev Over Expenses with Restricted</b>	<b>257,273</b>	<b>239,029</b>	<b>(18,244)</b>
Less: Restricted Money not spent	-	13,058	13,058
<b>Unrestricted Excess of Rev Over Expenses</b>	<b>257,273</b>	<b>252,087</b>	<b>(5,186)</b>
Beginning Total Fund Balance	1,804,287	2,061,560	257,273
Excess of Rev Over Expenses	257,273	239,029	(18,244)
<b>Ending Total Fund Balance</b>	<b>2,061,560</b>	<b>2,300,589</b>	<b>239,029</b>

## 2017-2018 Budget

- Revenue limit increase due to LCFF "Gap" funding of 43.97% and COLA of 1.56%
- The bulk of the State Revenue increases due to first time funding \$199K of Special Ed Revenue, less about \$97K due to SB and also a drop in common core.
- Other Local Revenue is also down due to the elimination of the River Delta Unified \$25K payment related to Special Ed.
- Salaries are up in part due to step Increases given to all teachers, other increases of about 3%.
- Medical Benefit rates are up and CalSTRS rates are up 15% to 14.43% employer contribution rate.
- CalPERS rates are up 11% to 15.8% for employer contributions
- Services & Other Operating Expenses are up entirely to the increase in SELPA contract expenses.
- Other Outgo is down because there is no longer Special Ed Encroachment of about \$300K from RDUUSD and lower transfers in from home office.

**Enrollment/ADA**

	<b>2016-2017 3rd Forecast</b>	<b>2017-2018 Budget</b>	<b>Increase/ (Decrease)</b>	<b>% Increase</b>
Total Possible Enrollment	416	416	-	0.0%
Actual/Budgeted Enrollment	415	412	(3)	-0.7%
Enrollment as a % of Possible	99.8%	99.0%		
ADA	401.91	395.5	(6.4)	-1.6%
ADA as a % of Possible Enrollment	96.6%	95.1%		
ADA as a % of Enrollment	96.8%	96.0%		

<b><u>Revenue Limit Summary</u></b>	<b>2017-2018 Budget</b>	<b>ADA</b>	<b>Increase Over 2016-2017 Fcs</b>	
		<b>395.5</b>	<b>17-18 Increase Over 16-17</b>	<b>ADA -6.4 Per ADA</b>
LCFF State Aid	1,072,023	2,710	38,679	139
EPA	79,104	200	(16,368)	(38)
Charter in-lieu of property taxes	1,967,976	4,976	-	79
Total	3,119,103	7,886	22,311	181

These figures have been taken from the FCMAT LCFF calculator v.18.1a for DECS using 395.5 as the ADA.

## 2018-2019 Plan

	<b>2017-2018 Budget</b>	<b>2018-2019 Plan</b>	<b>Increase/ (Decrease)</b>
<b>Revenue</b>			
1) Revenue Limit Sources	3,119,103	3,230,640	111,537
2) Federal Revenue	125,325	126,325	1,000
3) Other State Revenue	386,569	328,032	(58,537)
4) Other Local Revenue	111,000	111,000	-
<b>Total Revenues</b>	<b>3,741,997</b>	<b>3,795,997</b>	<b>54,000</b>
<b>Expenses</b>			
1) Certificated Salaries	1,013,480	1,034,526	21,046
2) Classified Salaries	322,201	332,320	10,119
3) Employee Benefits	406,343	418,043	11,700
4) Books and Supplies	176,342	179,833	3,491
5) Services & Other Op Exp	681,549	681,829	280
6) Depreciation	135,000	136,000	1,000
7) Other Outgo	768,053	630,339	(137,714)
<b>Total Expenses</b>	<b>3,502,968</b>	<b>3,412,890</b>	<b>(90,078)</b>
<b>Excess of Rev Over Expenses with Restricted</b>	<b>239,029</b>	<b>383,107</b>	<b>144,078</b>
Less: Restricted Money not spent	13,058	12,906	(152)
<b>Unrestricted Excess of Rev Over Expenses</b>	<b>252,087</b>	<b>396,013</b>	<b>143,926</b>
<b>Beginning Total Fund Balance</b>	<b>2,061,560</b>	<b>2,300,589</b>	<b>239,029</b>
<b>Excess of Rev Over Expenses</b>	<b>239,029</b>	<b>383,107</b>	<b>144,078</b>
<b>Ending Total Fund Balance</b>	<b>2,300,589</b>	<b>2,683,696</b>	<b>383,107</b>

## 2018-2019 Plan

- Other State Revenue is down because there is no Common Core funding
- Revenue limit increase due to LCFF "Gap" funding of 71.53% and COLA of 2.15%
- Salaries are up in part due to step Increases given to all teachers and other increases of about 3%
- Medical Benefit rates are up and CalSTRS rates are up 13% to 16.28% employer contribution rate.
- CalPERS rates are up 18% to 18.7% for employer contributions
- Other Outgo is down due to decreased allocation to Home Office.

**Enrollment/ADA**

	<b>2017-2018 Budget</b>	<b>2018-2019 Plan</b>	<b>Increase/ (Decrease)</b>	<b>% Increase</b>
Total Allowed Enrollment	416	416	-	0.0%
Actual Enrollment	412	412	-	0.0%
Enrollment as a % of Allowed	99.0%	99.0%		
ADA	395.5	395.5	(0.0)	0.0%
ADA as a % of Possible Enrollment	95.1%	95.1%		
ADA as a % of Enrollment	96.0%	96.0%		

<b><u>Revenue Limit Summary</u></b>	<b>2018-2019 Plan</b>	<b>ADA</b>	<b>Increase Over 2017-2018 Budget</b>	
		395.5	<b>18-19 Increase Over 17-18</b>	<b>ADA Per ADA</b>
State Aid	1,183,560	2,993	111,537	282
EPA	79,104	200	-	0
Charter in-lieu of property taxes	1,967,976	4,976	-	0
Total	3,230,640	8,168	111,537	282

These figures have been taken from the FCMAT LCFF calculator v.18.1a for DECS using 395.5 as the ADA.

# Delta Elementary Charter - 2017-2018 Budget & Plan Plus Future Years

	16-17	16-17	17-18	18-19	19-20
	Budget	3rd Forecast	Budget	Forecasted Budget	Forecasted Budget
	ADA: 395.52	ADA: 401.91	ADA: 395.52	ADA: 395.52	ADA: 395.52
	Enroll: 412	Enroll: 415	Enroll: 412	Enroll: 412	Enroll: 412
<b>8000 · REV LIMIT</b>					
801100 · LCFF	1,014,338	1,033,344	1,072,023	1,183,560	1,272,792
801200 · EPA	196,052	95,472	79,104	79,104	79,104
801900 · Prior Year Adjustments		0	0	0	0
809600 · Local In-Lieu Prop Tax	1,834,589	1,967,976	1,967,976	1,967,976	1,967,976
<b>Total 8000 · REV LIMIT</b>	<b>3,044,979</b>	<b>3,096,792</b>	<b>3,119,103</b>	<b>3,230,640</b>	<b>3,319,872</b>
<b>8200 · FEDERAL REV</b>					
818100 · Federal Special ED - IDEA		0	51,625	51,625	51,625
829015 · Title I	37,496	34,000	36,000	37,000	37,000
829020 · Title II	709	700	700	700	700
829060 · Title VI REAP	37,270	37,000	37,000	37,000	37,000
829090 · Charter School Start Up Grant		0	0	0	0
<b>Total 8200 · FEDERAL REV</b>	<b>75,475</b>	<b>71,700</b>	<b>125,325</b>	<b>126,325</b>	<b>126,325</b>
<b>8400 · OTH STATE REV</b>					
855000 · Mandated Cost Reimbrs	5,592	5,592	6,091	6,091	6,091
859025 · Non-Prop 20 Lottery	57,680	57,680	56,955	56,955	56,955
859027 · Prop 20 Lottery	16,892	16,892	17,798	17,798	17,798
859030 · SB740 Facility Grant	111,892	111,892	48,000	48,000	48,000
859032 · Energy Prop 39		0	0	0	0
859037 · Cost Reimb "Common Core"	91,870	91,870	58,537	0	0
859080 · Educator Effectiveness	11,080	0	0	0	0
859090 · Other State		0	0	0	0
872900 · Special Ed-State		0	199,188	199,188	199,188
<b>Total 8400 · OTH STATE REV</b>	<b>295,006</b>	<b>283,926</b>	<b>386,569</b>	<b>328,032</b>	<b>328,032</b>
<b>8600 · OTHER LOCAL REV</b>					
869910 · Corp Grants	10,000	5,700	6,000	6,000	6,000
869920 · Local Donations	8,000	33,000	33,000	33,000	33,000
869930 · Local Fundraisers					
869934 · Exp Fundraise		-2,000	0	0	0
869938 · Inc Fundraise	12,000	6,700	4,000	4,000	4,000
<b>Total 869930 · Local Fundraisers</b>	<b>12,000</b>	<b>4,700</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>
869950 · Other Local Revenue	25,000	27,000	2,000	2,000	2,000
869960 · Bus Income	43,840	43,840	46,000	46,000	46,000
869960 · Lunch-Parent Payments		0	0	0	0
869980 · After School Income	18,000	19,700	20,000	20,000	20,000
<b>Total 869930 · Other Local Revenue</b>	<b>116,840</b>	<b>133,940</b>	<b>111,000</b>	<b>111,000</b>	<b>111,000</b>
<b>Total 8600 · OTHER LOCAL REV</b>	<b>116,840</b>	<b>133,940</b>	<b>111,000</b>	<b>111,000</b>	<b>111,000</b>
<b>Total Revenue</b>	<b>3,532,300</b>	<b>3,586,358</b>	<b>3,741,997</b>	<b>3,795,997</b>	<b>3,885,229</b>
<b>1000 · CERTIFICATED SALARIES</b>					
110000 · Teachers	811,110	824,750	874,530	892,640	913,750
115000 · Teachers Extra Duty		0	0	0	0
113000 · Tchr Substitutes	29,960	18,000	25,000	25,000	25,000
115000 · Tchr Stipends	14,500	10,500	16,100	16,100	16,100
130000 · Administration	95,000	100,000	97,850	100,786	103,809
<b>Total 1000 · CERTIFICATED SALARIES</b>	<b>950,570</b>	<b>953,250</b>	<b>1,013,480</b>	<b>1,034,526</b>	<b>1,058,659</b>

	16-17	16-17	17-18	18-19	19-20
	Budget	3rd Forecast	Budget	Forecasted Budget	Forecasted Budget
	ADA: 395.52	ADA: 401.91	ADA: 395.52	ADA: 395.52	ADA: 395.52
	Enroll: 412	Enroll: 415	Enroll: 412	Enroll: 412	Enroll: 412
<b>2000 · CLASSIFIED SALARIES</b>					
210000 · Instr Aides	158,719	160,000	175,489	180,754	186,177
211500 · Cls Extra Duty	11,490	3,000	10,000	10,000	10,000
220000 · Cls Support	89,049	89,131	91,722	95,226	99,542
230000 · Cls Admin	0	0	0	0	0
240000 · Office Staff	43,680	47,079	44,990	46,340	47,730
<b>Total 2000 · CLASSIFIED SALARIES</b>	<b>302,938</b>	<b>299,210</b>	<b>322,201</b>	<b>332,320</b>	<b>343,449</b>
<b>3000 · EMPLOYEE BENEFITS</b>					
310100 · STRS certificated only	117,697	112,000	139,988	161,293	183,974
320100 · PERS certificated only		8,000	6,851	8,187	9,485
320200 · PERS classified	35,508	28,000	44,588	54,477	65,113
330300 · Medicare cert & class	18,732	18,000	19,367	19,819	20,331
340300 · Social Sec cert & class	20,796	18,000	19,976	20,604	21,294
350100 · CASUI certificated	475	500	557	569	582
350200 · CASUI classified	151	151	177	183	189
350300 · CA SUI Experience Charges	1,685	1,685	2,000	2,000	2,000
360100 · Workers Comp certificated	19,981	25,000	16,317	16,656	17,044
360200 · Workers Comp classified	6,368	6,000	5,187	5,350	5,530
370100 · Health Ins certificated	81,408	74,000	77,000	80,850	84,893
370200 · Health Ins classified	21,302	24,000	26,000	27,300	28,665
380100 · Dental Ins certificated	7,637	7,800	7,828	7,985	8,144
380200 · Dental Ins classified	6,365	6,100	6,525	6,656	6,789
390100 · Vision Ins certificated	1,549	1,740	1,740	1,775	1,810
390200 · Vision Ins classified	703	1,240	1,240	1,265	1,290
399100 · Other certificated	17,000	17,000	23,000	2,050	2,050
399200 · Other classified	5,000	5,000	8,000	1,025	1,025
<b>Total 3000 · EMPLOYEE BENEFITS</b>	<b>362,357</b>	<b>354,216</b>	<b>406,343</b>	<b>418,043</b>	<b>460,207</b>
<b>4000 · BOOKS/SUPP/MATERIALS</b>					
431100 · Exp Std/Book/Mat	55,000	68,000	75,500	77,010	78,550
431504 · Exp Tchr Acct	10,300	8,100	8,262	8,427	8,596
432000 · Office Supplies	35,000	40,000	40,800	41,616	42,448
432100 · Bus Exp	17,664	15,000	15,300	15,606	15,918
433000 · Staff Events		0	1,800	1,800	1,800
435000 · Other Supplies	7,500	11,000	11,220	11,444	11,673
440000 · Non-Capitalized Equip	27,000	23,000	23,460	23,929	24,408
<b>Total 4000 · BOOKS/SUPP/MATERIALS</b>	<b>152,464</b>	<b>165,100</b>	<b>176,342</b>	<b>179,833</b>	<b>183,393</b>
<b>5000 · OPERATING EXPENSES</b>					
520000 · Conference/Travel	4,500	2,000	2,040	2,081	2,122
521000 · Mileage	3,000	2,000	2,040	2,081	2,122
530000 · Dues/Subscription	4,000	4,000	4,080	4,162	4,245
540000 · Insurance	28,533	28,533	28,000	28,000	28,000
550000 · Janitorial/Operations	25,000	12,000	12,000	12,360	12,731
555005 · Maintenance		0	15,000	15,000	15,000
550500 · Alarm Service	4,000	4,000	4,120	4,244	4,371
551000 · Utilities	14,000	14,000	14,420	14,853	15,298
551500 · Trash/Water	6,365	6,600	6,798	7,002	7,212
560000 · Rent	99,226	91,226	27,000	27,000	27,000
562000 · Copier/Equip/Leases	20,000	18,000	18,540	19,096	19,669
580000 · Prof/Consulting Srvc		0	0	0	0



	16-17	16-17	17-18	18-19	19-20
	Budget	3rd Forecast	Budget	Forecasted Budget	Forecasted Budget
	ADA: 395.52	ADA: 401.91	ADA: 395.52	ADA: 395.52	ADA: 395.52
	Enroll: 412	Enroll: 415	Enroll: 412	Enroll: 412	Enroll: 412
581000 · Legal Fees	10,000	1,000	15,000	16,000	17,000
582000 · Audit Fees		0	0	0	0
582500 · Business Services	10,571	12,000	20,000	20,000	20,000
583000 · IT Cloud Services	6,000	8,000	8,000	8,500	9,000
584000 · Advertisement		0	0	0	0
586000 · Bank/Service Fees	5,000	1,100	1,200	1,300	1,400
587000 · Fingerprinting Livescan	750	500	773	796	796
588000 · Contracted Instruct Srvc	35,000	0	0	0	0
588001 · General		42,000	14,000	14,000	14,000
588005 · BTSA		0	7,200	7,200	7,200
588010 · Professional Dev		0	30,000	30,000	30,000
588015 · SELPA Aides (2)		0	67,875	67,875	67,875
588020 · SELPA Contractors		0	329,622	329,622	329,622
589000 · Other Services	17,574	17,574	18,805	15,321	15,321
589900 · Payroll/HR Services		1,200	1,236	1,273	1,311
591000 · Telephone	5,000	7,500	8,000	8,240	8,487
592000 · Internet Connection	14,400	11,000	25,000	25,000	25,000
593000 · Postage/Mailing	1,478	500	800	824	849
<b>Total 5000 · OPERATING EXPENSES</b>	<b>314,397</b>	<b>284,733</b>	<b>681,549</b>	<b>681,829</b>	<b>685,632</b>
<b>6000 · CAPITAL OUTLAY</b>					
690000 · Depreciation	137,000	134,000	135,000	136,000	136,000
<b>Total 6000 · CAPITAL OUTLAY</b>	<b>137,000</b>	<b>134,000</b>	<b>135,000</b>	<b>136,000</b>	<b>136,000</b>
<b>7000 · OTHER OUTGO</b>					
714100 · District/Oversight	30,450	30,968	31,191	32,306	33,199
714110 · District/Transportation	21,352	21,352	23,000	23,000	23,000
722110 · Special Ed Encroachment	303,529	303,529	0	0	0
723100 · Transfers In RCS	705,035	744,727	607,388	471,916	459,451
723105 · Transfers In RCS- SELPA			69,300	71,379	73,682
743800 · Interest Exp	41,808	38,000	37,174	31,738	31,738
<b>Total 7000 · OTHER OUTGO</b>	<b>1,102,174</b>	<b>1,138,576</b>	<b>768,053</b>	<b>630,339</b>	<b>621,070</b>
<b>Total Expense</b>	<b>3,321,900</b>	<b>3,329,085</b>	<b>3,502,968</b>	<b>3,412,890</b>	<b>3,488,410</b>
<b>Net Income</b>	<b>210,400</b>	<b>257,273</b>	<b>239,029</b>	<b>383,108</b>	<b>396,819</b>

**§ 15497. Local Control and Accountability Plan and Annual Update Template.****Introduction:****LEA: Delta Elementary Charter School Contact: Steve Lewis, Superintendent, slewis@deltacharter.org, 916.744.1200****LCAP Year: 2014-15*****Local Control and Accountability Plan and Annual Update Template***

*The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

### **State Priorities**

*The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.*

#### A. Conditions of Learning:

**Basic:** *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

**Implementation of State Standards:** *implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)*

**Course access:** *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

**Expelled pupils (for county offices of education only):** *coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

**Foster youth (for county offices of education only):** *coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

#### B. Pupil Outcomes:

**Pupil achievement:** *performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)*

**Other pupil outcomes:** *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

C. Engagement:

**Parent involvement:** efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

**Section 1: Stakeholder Engagement**

*Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.*

**Instructions:** Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

**Guiding Questions:**

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?

- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA’s engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
<p>Delta Elementary Charter School (DECS) has enlisted input and involvement from its stakeholders in developing the school’s Local Control Accountability Plan (LCAP). Stakeholder groups included:</p> <ul style="list-style-type: none"> <li>• Students</li> <li>• Families</li> <li>• Teachers and Staff</li> <li>• Parent Teacher Committee (PTC), an organization made up of parents, teachers, and community members</li> <li>• English Learner Advisory Committee (ELAC),</li> <li>• School Site Council (SSC), composed of 2 teachers, 3 parents, ELAC President, 2 Board Members (who are also parents), and Superintendent</li> <li>• Board of Directors</li> </ul> <p>The involvement process was multi-pronged and included the following key components:</p> <ul style="list-style-type: none"> <li>• <b>September 16, 2014</b> – Needs assessment conducted with PTC, in which STAR assessment data and the Single Plan for School Improvement were reviewed, implications of Common Core were discussed, and input was gathered on what the Parent and Teacher community priorities were for school improvement.</li> <li>• <b>September 16, 2014</b> – Needs assessment conducted with ELAC, in which assessment data was reviewed and input was gathered on what the Latino community priorities</li> </ul>	<p>Delta Elementary Charter School (DECS) utilized input and the involvement of its stakeholders in developing the school’s Local Control Accountability Plan (LCAP). High level priorities from its stakeholders include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• <b>Students</b> – increased student engagement and empowerment in the life of the school</li> <li>• <b>Families</b> – support in understanding their child’s curriculum, progress, and how to support at home</li> <li>• <b>Teachers and Staff</b> – professional development to support successful implementation of the Common Core</li> <li>• <b>Parent Teacher Committee (PTC)</b> - building understanding of Common Core</li> <li>• <b>English Learner Advisory Committee (ELAC)</b> – Increased support for English Language Acquisition, intervention, and tutoring</li> <li>• <b>School Site Council (SSC)</b> – supporting successful transition to the Common Core</li> <li>• <b>Board of Directors</b> – leveraging technology to support learning and family involvement, closing the achievement gap while also differentiating to accelerate learning of high-achieving students, increasing average daily attendance rate, increasing average daily attendance rate</li> </ul> <p>Together, this input supported the development of the following</p>

Involvement Process	Impact on LCAP
<p>were for school improvement.</p> <ul style="list-style-type: none"> <li>• <b>September 2013 – May 2014</b> – Monthly meetings with the PTC and ELAC in which the Superintendent provided updates on the needs assessment and development of school goals and priorities, additional information to build understanding of Common Core and LCAP, and opportunities for input on school needs and goals.</li> <li>• <b>December 2, 2013</b> – Needs assessment conducted with SSC, in which STAR assessment data and the Single Plan for School Improvement were reviewed, input from the PTC and ELAC were reviewed, and implications of Common Core were discussed.</li> <li>• <b>December 2013 – March 2014</b> - Monthly meetings with the SSC in which the Superintendent provided updates on the needs assessment and development of school goals and priorities. Additional information and training was provided to build understanding of implications of Common Core (January and March), SBAC and MAP Testing (February), Budget under LCFF (February), and LCAP Goals (March).</li> <li>• <b>March 18, 2014</b> – Town hall meeting to reviewed the data, common core movement, provided resources, how goals an objectives would be changing for the school (85 families)</li> <li>• <b>March 2014</b> – DECS contracted with The Survey Research Initiative at Teachers College, Columbia University to gather information on the school’s performance from both staff and families. The surveys were created online through Qualtrics in English and Spanish, and contained both multiple choice items and open-ended questions. Survey questions sought information about overall satisfaction with the school culture, the academic program, the working and learning environment, and</li> </ul>	<p>goals for Delta Elementary Charter School within the eight State Priorities (not that some goals are repeated as they address multiple state goals):</p> <ol style="list-style-type: none"> <li>1. Quality Teachers, Curriculum, and Facilities               <ul style="list-style-type: none"> <li>• Purchase and train teachers in the use of Common Core aligned textbooks and curriculum materials for English Language Arts (ELA) and Math.</li> </ul> </li> <li>2. Alignment to the Common Core, with support for ELLs and other subgroups               <ul style="list-style-type: none"> <li>• Purchase and train teachers in the use of Common Core aligned textbooks and curriculum materials for English Language Arts (ELA) and Math.</li> <li>• Implement training for teachers and aides on developing academic rigor, conceptual understanding, and critical thinking in math, science, and social sciences. This will result in increased student mastery for all students – those who struggle, those who are high-achieving, those in applicable subgroups, and the general population as a whole.</li> <li>• Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups.</li> <li>• Differentiate instruction to support continued advancement of high-achieving students</li> <li>• Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS (AMAO 1)</li> </ul> </li> <li>3. Parental Involvement               <ul style="list-style-type: none"> <li>• Increase family understanding of and involvement in strategic planning and school decision-making, as well as supporting the home school connection.</li> <li>• Increase percentage of families that are actively</li> </ul> </li> </ol>

Involvement Process	Impact on LCAP
<p>satisfaction with the school’s staff and administration. The survey also included customized questions about the music, art, bus, and after school programs. There were sixty-two multiple choice items and two open-ended questions on the parent survey. There were forty-nine multiple choice items and two open-ended questions on the staff survey.</p> <ul style="list-style-type: none"> <li>• <b>April 2014</b> – Staff survey and family surveys conducted, open for a period of three weeks. One hundred sixty-two parents responded, representing two hundred forty-four children. Respondents included families of low-income students, Latino students, and students with special needs at a rate consistent with the number of students in the overall school population. Nineteen staff members took the surveys.</li> <li>• <b>May 12, 2014</b> – SSC reviewed and discussed Family and Staff Survey data with Superintendent. LCAP reviewed vis a vis this data and how it will inform LCAP goals.</li> <li>• <b>May 23, 2014</b> – Student survey administered in 5<sup>th</sup> and 6<sup>th</sup> grades to gather information on the school’s performance from the student perspective. The survey was in paper form and included both multiple-choice and open-ended questions.</li> <li>• <b>June 2, 2014</b> – Draft LCAP Goals, Actions, and Budget that incorporate all input to date reviewed by SSC, with additional input gathered.</li> <li>• <b>June 9, 2014</b> - Draft LCAP Goals and Draft LCAP Budget brought to the Board of Directors in a public hearing for input and review as two separate informational items.</li> <li>• <b>June 23, 2014</b> – Final LCAP Goals and LCAP Budget brought to Board of Directors in public hearing for approval as two separate action items. This draft incorporates feedback from prior public hearing.</li> </ul>	<p>involved in the daily life of the school through volunteer opportunities</p> <ol style="list-style-type: none"> <li>4. Pupil Achievement             <ul style="list-style-type: none"> <li>• Elevate practice to meet the rigor of Common Core via professional development for teachers and aides on developing academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences.</li> <li>• Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups.</li> <li>• Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS (AMAO 1)</li> <li>• Support traditionally economically and educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.</li> <li>• Continue to implement and refine Response to Intervention (RTI) program, to identify and serve students with Tier 1, 2, and 3 academic and social-emotional interventions (including services under 504 plans and IEPs, services for ELLs, services for Foster Youth, and services for students from low-income families).</li> </ul> </li> <li>5. Pupil Engagement             <ul style="list-style-type: none"> <li>• Students are supported in their social and emotional development and well-being, school engagement, and empowerment.</li> </ul> </li> <li>6. School Climate             <ul style="list-style-type: none"> <li>• Students are supported in their social and emotional development and well-being, school engagement, and empowerment.</li> </ul> </li> </ol>

Involvement Process	Impact on LCAP
	<ul style="list-style-type: none"> <li>• Students will attend school at an average rate of 94% or higher.</li> </ul> <p>7. Broad Course of Study</p> <ul style="list-style-type: none"> <li>• Elevate practice to meet the rigor of Common Core via professional development for teachers and aides on developing academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences.</li> <li>• Local agri-business is integrated into the curriculum.</li> </ul> <p>8. Pupil Outcomes</p> <ul style="list-style-type: none"> <li>• Elevate practice to meet the rigor of Common Core via professional development for teachers and aides on developing academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences.</li> <li>• Local agri-business is integrated into the curriculum.</li> <li>• Support traditionally economically and educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.</li> </ul>

**Section 2: Goals and Progress Indicators**

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for each state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.*

**Instructions:** Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school’s budget that is submitted to the school’s authorizer



pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

**Guiding Questions:**

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?



Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Curriculum requires review and subsequent supplementation and/or replacement to meet the rigor of Common Core State Standards (CCSS)</p> <p><b>Metric</b> <i>Curriculum</i> Review of curriculum by School Site Council to determine percentage aligned to CCSS</p> <p><i>Instructional Practice</i></p>	<p><b>Goal 1:</b> Identify, purchase, and train teachers in the use of Common Core aligned textbooks and curriculum materials for English Language Arts (ELA) and Math.</p>	All	School-wide	<p><i>Curriculum</i> New CCSS aligned curriculum from McGraw Hill or comparable publisher will be implemented and reviewed to determine percentage aligned to Common Core, establishing <b>baseline</b>.</p> <p><i>Instructional Practice</i> Teachers will receive training on Common Core curriculum</p>	<p><i>Curriculum</i> Curriculum will be updated as needed to bring into alignment with CCSS, to a minimum of <b>baseline + 5%</b> or maximum of 100% alignment.</p> <p><i>Instructional Practice</i> Teachers will receive ongoing professional development</p>	<p><i>Curriculum</i> Curriculum will be updated as needed to bring into alignment with CCSS, to a minimum of <b>baseline + 10%</b> or maximum of 100% alignment.</p> <p><i>Instructional Practice</i> Teachers will receive ongoing professional development</p>	<p>1. Quality Teachers, Curriculum, and Facility</p> <p>2. Alignment to Common Core Standards</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Percent of teachers on Teacher Survey who agree or strongly agree that they receive professional development that supports them in implementation of the CCSS					implementation through Insight Professional Development, then surveyed to determine the degree to which they feel professional development has supported their implementation of CCSS. This will establish the <b>baseline</b> .	and coaching to strengthen their implementation of Common Core, then surveyed to determine the degree to which they feel professional development has supported their implementation of CCSS with a goal of <b>baseline + 1%</b> (not to exceed 100%).	and coaching to strengthen their implementation of Common Core, then surveyed to determine the degree to which they feel professional development has supported their implementation of CCSS with a goal of <b>baseline + 1%</b> (not to exceed 100%).	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Instructional knowledge and practice need to be developed for teachers to understand and meet the rigor of the Common Core State Standards (CCSS), Next Generation Science Standards (NGSS), and California Content Standards (CCS)</p> <p><b>Metric</b> CalMAPP Assessments</p>	<p><b>Goal 2:</b> Provide targeted professional development for teachers and aides to increase academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences.</p> <p>This will result in increased student mastery for all students – those who struggle, those</p>	All	School-wide	<p><i>CalMAPP</i> Student assessments under CalMAPP will be analyzed to determine student levels of mastery to establish a <b>baseline</b>.</p> <p><i>Internal Benchmark Assessments</i> Student assessments will be analyzed to determine percent of</p>	<p><i>CalMAPP</i> Instructional practice will evolve and support students in increased levels of student mastery, resulting in performance at a minimum of <b>baseline + 1%</b> (not to exceed 100%)</p> <p><i>Internal Benchmark Assessments</i> Instructional practice will evolve and support students in</p>	<p><i>CalMAPP</i> Instructional practice will evolve and support students in increased levels of student mastery, resulting in performance at a minimum of <b>baseline + 2%</b> (not to exceed 100%)</p> <p><i>Internal Benchmark Assessments</i> Instructional practice will evolve and support students in</p>	<p>2. Alignment to Common Core</p> <p>4. Pupil Achievement</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Internal Benchmark Data, utilizing Northwest Evaluation Association's (NWEA's) Measures of Academic Progress (MAP) or comparable assessment tool	who are high-achieving, those in applicable subgroups, and the general population as a whole.				students who met projected growth target to establish a <b>baseline</b> .	increased levels of student mastery, resulting in performance at a minimum of <b>baseline + 1%</b> (not to exceed 100%)	increased levels of student mastery, resulting in performance at a minimum of <b>baseline + 2%</b> (not to exceed 100%)	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Students who are from low-income families, are English Language Learners, and who are Latino are achieving at lower levels than their peers not in these subgroups as measured on 2012-13 STAR assessments.</p> <p><b>Metrics</b> CalMAPP Assessments</p> <p>Internal Benchmark Data, utilizing NWEA MAP or</p>	<p><b>Goal 3:</b> Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups.</p>	<p>Students who are socio-economically disadvantaged</p> <p>English Language Learners</p> <p>Students who are Latino</p>	School-wide		<p><i>CalMAPP</i> Student assessments under CalMAPP will be analyzed to determine student levels of mastery for each subgroup as compared to the general population to establish a <b>baseline gap</b>, if any.</p> <p><i>Internal Benchmark Assessments</i> Student</p>	<p><i>CalMAPP</i> Instructional practice will evolve and interventions will be targeted to increase levels of mastery for applicable subgroups, in turn decreasing the gap between subgroups and the general population to <b>baseline gap - 1%</b>.</p> <p><i>Internal Benchmark Assessments</i> Instructional</p>	<p><i>CalMAPP</i> Instructional practice will evolve and interventions will be targeted to increase levels of mastery for applicable subgroups, in turn decreasing the gap between subgroups and the general population to <b>baseline gap - 2%</b>.</p> <p><i>Internal Benchmark Assessments</i> Instructional</p>	<p>2. Alignment to Common Core Standards, with Support for Subgroups</p> <p>4. Pupil Achievement</p>

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
comparable assessment tool					assessments will be analyzed to determine percent of students who met projected growth target for applicable subgroups and the general population to establish a <b>baseline gap</b> , if any.	practice will evolve and interventions will be targeted to increase levels of mastery for applicable subgroups, in turn decreasing the gap between subgroups and the general population to <b>baseline gap - 1%</b> .	practice will evolve and interventions will be targeted to increase levels of mastery for applicable subgroups, in turn decreasing the gap between subgroups and the general population to <b>baseline gap - 2%</b> .	



Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Increased focus on English Language Development for English Language Learners, as identified by ELAC in needs assessment</p> <p><b>Metric</b> State-adopted English Language Proficiency Assessment (CELDT, transitioning to ELPAC), utilizing data base to be determined that can disaggregate DECS data from RDUSD data.</p>	<p><b>Goal 4:</b> Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS (AMAO 1)</p>	English Language Learners	School-wide		<p><i>English Language Proficiency Assessment</i> Data will be disaggregated from RDUSD then analyzed to determine percent of students reaching R-FEP within 5 years at DECS to establish <b>baseline</b>.</p>	<p><i>English Language Proficiency Assessment</i> Instructional practice and direct support in English Language Acquisition through GLAD and an Individualized Learning Block will advance the rate of acquisition, resulting in an increase of <b>baseline + 1%</b>. (Not to exceed 100%)</p>	<p><i>English Language Proficiency Assessment</i> Instructional practice and direct support in English Language Acquisition through GLAD and an Individualized Learning Block will advance the rate of acquisition, resulting in an increase of <b>baseline + 2%</b>. (Not to exceed 100%)</p>	<p>2. Alignment to Common Core Standards, with Support for Subgroups</p> <p>4. Pupil Achievement</p>

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Continually increase parent involvement and agency</p> <p><b>Metric</b> Family Survey (i.e. percent of families that agree that they understand how resources are allocated, how DECS compares to other schools, and that they have opportunities to be involved in key decision making)</p>	<p><b>Goal 5:</b> Increase family understanding of and involvement in strategic planning and school decision-making, as well as how to support their child through home school connections.</p>	All	School-wide		<p>Families will have increased opportunities to understand and be a part of strategic planning and decision-making, as well as to information on how to support their child through home school connections.</p> <p>Families will be surveyed to determine the degree to which they feel engaged and understand</p>	<p>Activities, information, and opportunities will continue to support family engagement and increase the percentage of families who feel actively engaged in the school by a minimum of <b>baseline + 1%.</b> <i>(up to 100%)</i></p>	<p>Activities, information, and opportunities will continue to support family engagement and increase the percentage of families who feel actively engaged in the school by a minimum of <b>baseline + 2%.</b> <i>(up to 100%)</i></p>	3. Parental Involvement

<b>Identified Need and Metric</b> (What needs have been identified and what metrics are used to measure progress?)	<b>Goals</b>			<b>Annual Update: Analysis of Progress</b>	<b>What will be different/improved for students?                      (based on identified metric)</b>			<b>Related State and Local Priorities</b> (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	<b>Description of Goal</b>	<b>Applicable Pupil Subgroups</b> (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	<b>School(s) Affected</b> (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		<b>Year 1:                      2014-15</b>	<b>Year 2:                      2015-16</b>	<b>Year 3:                      2016-17</b>	
					how to support their child to establish the <b>baseline.</b>			

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Continually increase parent involvement in the daily life of the school</p> <p><b>Metric</b> Family Volunteer Hours</p>	<p><b>Goal 6:</b> Increase percentage of families that are actively involved in the daily life of the school through volunteer opportunities</p>	All	School-wide		<p>Families will have increased opportunities to volunteer at the school and class parent representatives will encourage and track family participation.</p> <p>Family volunteering will be tracked to determine percentage of families who meet suggested volunteer commitment to establish a <b>baseline</b>.</p>	<p>Families will continue to have opportunities to volunteer at the school, participation will be actively encouraged, and family participation will be tracked to monitor percentage of families who meet suggested volunteer commitment with a goal of increasing by a minimum of <b>baseline + 1%</b>. <i>(up to 100%)</i></p>	<p>Families will continue to have opportunities to volunteer at the school, participation will be actively encouraged, and family participation will be tracked to monitor percentage of families who meet suggested volunteer commitment with a goal of increasing by a minimum of <b>baseline + 2%</b>. <i>(up to 100%)</i></p>	3. Parental Involvement

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Continually support students' engagement and empowerment in the life of the school, along with social and emotional well-being.</p> <p><b>Metric</b> 5<sup>th</sup> &amp; 6<sup>th</sup> Grade Student Survey  Family Survey (i.e. percent who feel the school supports social and emotional development, well-being, engagement,</p>	<p><b>Goal 7:</b> Students are supported in their social and emotional development and well-being, school engagement, and empowerment. This will result in an attendance rate of 94% or higher.</p>	All	School-wide	<p>Students will be surveyed to determine the degree to which they feel socially and emotionally safe, engaged, and empowered at school to establish the <b>baseline</b>.</p> <p>Families will be surveyed to determine the degree to which they feel their child is socially and emotionally safe, engaged, and</p>	<p>Actions and services outlined in Table 3a will be provided to increase the degree to which students feel socially and emotionally safe, engaged, and empowered at school by a minimum of <b>baseline + 1%</b>. <i>(up to 100%)</i></p> <p>Actions and services outlined in Table 3a will be provided to increase the</p>	<p>Actions and services outlined in Table 3a will be provided to increase the degree to which students feel socially and emotionally safe, engaged, and empowered at school by a minimum of <b>baseline + 2%</b>. <i>(up to 100%)</i></p> <p>Actions and services outlined in Table 3a will be provided to increase the</p>	<p>5. Student Engagement</p> <p>6. School Climate</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
empowerment)  Attendance Data					empowered at school to establish the <b>baseline</b> .  Student attendance rate will increase from 2012-13 baseline of 92% to a minimum of <b>baseline +.5% up to 94%</b>	degree to which families feel their student is socially and emotionally safe, engaged, and empowered at school by a minimum of <b>baseline + 1%.</b> <i>(up to 100%)</i>  Student attendance rate will increase from 2012-13 baseline of 92% to a minimum of <b>baseline +1% up to 94%</b>	degree to which families feel their student is socially and emotionally safe, engaged, and empowered at school by a minimum of <b>baseline + 2%.</b> <i>(up to 100%)</i>  Student attendance rate will increase from 2012-13 baseline of 92% to a minimum of <b>baseline +1.5% up to 94%</b>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Continue to align curriculum with the local environment and economy to promote college and career readiness</p> <p><b>Metric</b> Review of curriculum by School Site Council to determine percent of grade level curriculums that have local agribusiness integrated</p>	<p><b>Goal 8:</b> Local agri-business is integrated into the curriculum</p>	All	School-wide		<p>Learning Garden Coordinator will determine percentage of grade levels that include agri-business integration in the curriculum, establishing <b>baseline</b>.</p>	<p>Curriculum will be updated as needed to increase percentage of grade levels that include agri-business integration in the curriculum, to a minimum of <b>baseline + 5%</b> or maximum of <i>100% alignment</i>.</p>	<p>Curriculum will be updated as needed to increase percentage of grade levels that include agri-business integration in the curriculum, to a minimum of <b>baseline + 10%</b> or maximum of <i>100% alignment</i>.</p>	<p>7. Broad Course of Study</p> <p>8. Pupil Outcomes</p>

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p><b>Need</b> Traditionally economically and educationally disadvantaged students are at a statistical disadvantage in terms of college consciousness, readiness, and financial ability to attend per national reports.</p> <p><b>Metric</b> Participation rates in Reservation for College (RFC) program for 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grade students.</p>	<p><b>Goal 9:</b> Support traditionally economically and educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.</p>	<p>Students who are socio-economically disadvantaged</p> <p>English Language Learners</p> <p>Students who are Latino</p>	School-wide		<p>4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grade student participation in the Reservation for College (RFC) program will be facilitated to maximize participation and monitored to establish a <b>baseline</b>.</p>	<p>4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grade student participation in the Reservation for College (RFC) program will be continue to be facilitated to maximize participation and monitored to support an increase of <b>baseline + 5%</b> (up to 100%).</p>	<p>4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grade student participation in the Reservation for College (RFC) program will be continue to be facilitated to maximize participation and monitored to support an increase of <b>baseline + 10%</b> (up to 100%).</p>	<p>4. Student achievement</p> <p>8. Pupil Outcomes</p>



### **Section 3: Actions, Services, and Expenditures**

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.*

**Instructions:** Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA's budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

#### **Guiding Questions:**

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?

- 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA’s budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p><b>Goal 1:</b> Identify, purchase, and train teachers in the use of Common Core State Standards (CCSS) aligned textbooks and curriculum materials for English Language Arts (ELA) and Math.</p>	<p>1. Quality Teachers, Curriculum, and Facility</p> <p>2. Alignment to Common Core Standards, with support for ELLs and other applicable subgroups</p>	<p><b>Curriculum</b></p> <p><b>1a.</b> Purchase and implement McGraw Hill or comparable CCSS aligned curriculum in ELA and Math</p> <p><b>1b.</b> Purchase Chrome books to access online resources from curriculum publisher, as well as other sources in support of CCSS curriculum</p> <p><b>1c.</b> Pilot online coursework from curriculum publisher with 4<sup>th</sup> grade class, utilizing Chrome Books</p> <p><b>1d.</b> Assess bandwidth readiness to determine viability of utilizing online curriculum resources across all grades</p>	School-wide		<p><b>Curriculum</b> McGraw Hill or comparable ELA and Math Curriculum <b>Item: 431004</b> <b>\$9,235</b></p> <p>Chrome Books <b>Item: 440000</b> <b>\$4,186</b></p> <p><b>Instructional Practice</b> Professional Development <b>Item: 588000</b> <b>\$6,017</b></p>	<p><b>Curriculum</b> Textbooks, Books, and Other Curricula Materials <b>Item: 431004</b> <b>\$7,128</b></p> <p>Chrome Books <b>Item: 440000</b> <b>\$8,773</b></p> <p><b>Instructional Practice</b> Professional Development <b>Item: 588000</b> <b>\$TBD (based on need identified in annual teacher survey)</b></p>	<p><b>Curriculum</b> Textbooks, Books, and Other Curricula Materials <b>Item: 431004</b> <b>\$8,655</b></p> <p>Chrome Books <b>Item: 440000</b> <b>\$10,652</b></p> <p><b>Instructional Practice</b> Professional Development <b>Item: 588000</b> <b>\$TBD (based on need identified in annual teacher survey)</b></p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p><b>1e.</b> Monitor curriculum alignment to CCSS through annual review, to ensure continued alignment and to make additional purchases and/or modifications as needed</p> <p><b><i>Instructional Practice</i></b></p> <p><b>1f.</b> Provide Professional Development via Insight Professional Development or comparable provider for teachers in both understanding the CCSS and utilizing new textbooks and curriculum materials to deepen student learning.</p> <p><b>1g.</b> Provide ongoing professional development and coaching to support continued implementation and refinement of practice in alignment with the CCSS.</p>					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p><b>Goal 2:</b> Provide targeted professional development for teachers and aides to increase academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences, resulting in increased student mastery.</p> <p>This will result in increased student mastery for all students – those who struggle, those who are high-</p>	<p>1. Quality Teachers, Curriculum, and Facility</p> <p>2. Alignment to Common Core, with support for ELLs and other applicable subgroups</p> <p>4. Pupil Achievement</p>	<p><b>2a.</b> Provide Professional Development via Insight Professional Development or comparable provider for teachers in both understanding the CCSS and utilizing new textbooks and curriculum materials to deepen student learning in ELA and Math.</p> <p><b>2b.</b> Provide training in Guided Language Acquisition Design (GLAD) for teachers new to DECS and/or previously untrained, as a framework for instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.</p> <p><b>2c.</b> Provide Beginning Teacher Support and Assessment (BTSA) to all teachers holding a preliminary credential as needed to keep them on course to clear their</p>	<p>School-wide</p> <p>English Language Learners</p>		<p>Professional Development <b>Item: 588000</b> <b>Funded in Goal 2</b></p> <p>GLAD Professional Development <b>Item: 588000</b> <b>\$785</b></p> <p>BTSA Training <b>Item: 588000</b> <b>\$471</b></p> <p>NWEA MAP assessment license (or comparable tool) <b>Item: 431004</b> <b>\$1,005</b></p> <p>Chrome Books for administration of internal assessments</p>	<p>Professional Development <b>Item: 588000</b> <b>Funded in Goal 2</b></p> <p>GLAD Professional Development <b>Item: 588000</b> <b>\$1,645</b></p> <p>BTSA Training <b>Item: \$987</b></p> <p>NWEA MAP assessment license (or comparable tool) <b>Item: 431004</b> <b>\$2,105</b></p> <p>Chrome Books for administration of internal assessments</p>	<p>Professional Development <b>Item: 588000</b> <b>Funded in Goal 2</b></p> <p>GLAD Professional Development <b>Item: 588000</b> <b>\$1,997</b></p> <p>BTSA Training <b>Item: \$1,198</b></p> <p>NWEA MAP assessment license (or comparable tool) <b>Item: 431004</b> <b>\$2,556</b></p> <p>Chrome Books for administration of internal assessments</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
achieving, those in applicable subgroups, and the general population as a whole.		<p>credential during the term of their licensure.</p> <p><b>2d.</b> Provide ongoing professional development, coaching, observation and feedback to support continued implementation and refinement of practice in alignment with the CCSS in ELA and Math and in the utilization of GLAD in science and social studies.</p> <p><b>2e.</b> Purchase and utilize NWEA MAP, or comparable assessment tool, to monitor student mastery and trajectories, making adjustments to instruction and interventions to support students in meeting projected growth targets.</p> <p><b>2f.</b> Differentiate instruction to ensure that all students are accelerating at optimal pace - those who struggle, those who are high-achieving, those</p>			<p><b>Item: 440000 Funded in Goal 1</b></p> <p>Addition of Assistant Principal <b>Item: 130000 \$20,014</b></p>	<p><b>Item: 440000 Funded in Goal 1</b></p> <p>Continue Assistant Principal <b>Item: 130000 \$41,945</b></p>	<p><b>Item: 440000 Funded in Goal 1</b></p> <p>Continue Assistant Principal <b>Item: 130000 \$50,930</b></p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		in applicable subgroups, and the general population as a whole.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p><b>Goal 3:</b> Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups.</p>	<p>2. Alignment to Common Core, with support for ELLs and other applicable subgroups</p> <p>4. Pupil Achievement</p>	<p><b>3a.</b> Hire a new Learning Center Coordinator with skill set and expertise to monitor academic and social-emotional data within a Response to Intervention (RTI) model to coordinate services for all students as needed, with a focus on students within each of the subgroups. Service coordination includes but is not limited to:</p> <ul style="list-style-type: none"> <li>Coaching classroom teachers on appropriate accommodations (Tier 1)</li> <li>Coordinating push-in support for small groups and individual students</li> <li>Coordinating pull out services for small groups and individual students (Tier 3)</li> </ul> <p><b>3b.</b> Learning Center Director monitors data for each applicable subgroup of students to ensure progress of these subgroups at or above the pace of the general</p>	<p>School-wide</p> <p>Students from low-income families</p> <p>Students who are English Language Learners (ELLs)</p> <p>Students who are Latino</p>		<p>Increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise <b>Item: 110000 \$1,014</b></p> <p>NWEA MAP, or comparable assessment tool, license <b>Item: 431004 Funded in Goal 2</b></p>	<p>Maintain increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise <b>Item: 110000 \$2,125</b></p> <p>NWEA MAP, or comparable assessment tool, license <b>Item: 431004 Funded in Goal 2</b></p>	<p>Maintain increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise <b>Item: 110000 \$2,580</b></p> <p>NWEA MAP, or comparable assessment tool, license <b>Item: 431004 Funded in Goal 2</b></p>



Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		population adjusting resources as needed to meet this goal.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p><b>Goal 4:</b> Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS (AMAO 1)</p>	<p>2. Alignment to Common Core, with support for ELLs and other applicable subgroups</p> <p>4. Pupil Achievement</p>	<p><b>4a.</b> Administer English Language Proficiency Assessments (CELDT, transitioning to ELPAC) and disaggregate data from River Delta Unified School District (RDUUSD) to identify reclassification rates for English Language Learners at DECS</p> <p><b>4b.</b> Monitor language development of ELLs using disaggregated data, adjusting supports as needed to achieve optimal trajectory</p> <p><b>4c.</b> Provide an Individualized Learning Block to provide targeted small group systematic ELD instruction for ELLs at their level, utilizing classroom teachers and aides to reduce group size</p> <p><b>4d.</b> Provide training in Guided Language Acquisition Design (GLAD) for teachers new to DECS, as a framework for</p>	School-wide		<p>GLAD Professional Development <b>Item: 588000 Funded in Goal 2</b></p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <b>Item: 110000, 210000 \$3,924</b></p>	<p>GLAD Professional Development <b>Item: 588000 Funded in Goal 2</b></p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <b>Item: 110000, 210000 \$8,224</b></p>	<p>GLAD Professional Development <b>Item: 588000 Funded in Goal 2</b></p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <b>Item: 110000, 210000 \$9,986</b></p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p><b>Goal 5:</b> Increase family understanding of and involvement in strategic planning and school decision-making, as well as how to support their child through home school connections.</p>	<p>3. Parental Involvement</p>	<p><b>5a.</b> Hold an annual open house prior to the school opening, in which food is served and families are welcome to visit classrooms, meet teachers, and provided information on the curriculum.</p> <p><b>5b.</b> Continue to maintain multiple access points throughout the year for family involvement, including but not limited to Parent-Teacher Conferences, Parent Teacher Committee (PTC), English Learner Advisory Committee (ELAC), School Site Council (SSC), Board Meetings, and Family Learning Nights</p> <p><b>5c.</b> Purchase and utilize school-home connection resources from McGraw Hill curriculum, or comparable curriculum publisher, designed to increase parent access to information about</p>	<p>School-wide</p>		<p>Family Learning Events <b>No additional cost</b></p> <p>On Site Computer Access for Families <b>Item: 435000 \$92</b></p>	<p>Family Learning Events <b>No additional cost</b></p> <p>On Site Computer Access for Families <b>Item: 435000 \$192</b></p>	<p>Family Learning Events <b>No additional cost</b></p> <p>On Site Computer Access for Families <b>Item: 435000 \$233</b></p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		the school, curriculum, and their child's achievement. Interface is available for computers and smart phones, and computer access will also be available on campus for families who cannot access at home.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p><b>Goal 6:</b> Increase percentage of families that are actively involved in the daily life of the school through volunteer opportunities</p>	<p>3. Parental Involvement</p>	<p><b>6a.</b> Enlist Class Parent Representatives to monitor volunteer time of parents in their class.</p> <p><b>6b.</b> Provide a variety of opportunities to volunteer, in which parents can actively contribute to the life of the school</p>	<p>School-wide</p>		<p>Family Volunteer Opportunities <b>No additional cost</b></p>	<p>Family Volunteer Opportunities <b>No additional cost</b></p>	<p>Family Volunteer Opportunities <b>No additional cost</b></p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p><b>Goal 7:</b> Students are supported in their social and emotional development and well-being, school engagement, and empowerment.</p>	<p>5. Student Engagement 6. School Climate</p>	<p><b>7a.</b> Establish a Student Council, to increase student voice and empowerment in planning and decision-making</p> <p><b>7b.</b> Continue weekly class meetings on Fridays, to actively solicit student input on strengths and challenges in the daily life of the school</p> <p><b>7c.</b> Pursue a counseling Intern, to increase access to social and emotional therapy for small groups and individual students</p> <p><b>7d.</b> Utilize peer mediation as a strategy for empowering students in resolving challenges as they arise</p> <p><b>7e.</b> Provide training in Guided Language Acquisition Design (GLAD) for teachers new to DECS and/or previously untrained, utilizing the strategies embedded for development of student</p>	School-wide		<i>No additional cost</i>	<i>No additional cost</i>	<i>No additional cost</i>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		engagement as a framework for instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.					



Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<b>Goal 8:</b> Local agri-business is integrated into the curriculum	7. Broad Course of Study  8. Pupil Outcomes	<b>8a.</b> Create a Learning Garden Organizer position  <b>8b.</b> Align art program to agri-business program at learning garden  <b>8c.</b> Learning Garden Organizer conducts community outreach with local agribusiness, supports with curriculum development, and trains teachers	School-wide		Addition of 0.1 FTE for Learning Garden Organizer <b>Item: 110000 \$2,355</b>	Continue addition of 0.1 FTE for Learning Garden Organizer <b>Item: 110000 \$4,935</b>	Continue addition of 0.1 FTE for Learning Garden Organizer <b>Item: 110000 \$5,992</b>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<b>Goal 9:</b> Support traditionally economically and educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.	7. Broad Course of Study  8. Pupil Outcomes	<b>9a.</b> Increase college-readiness through use of the Reservation for College (RFC) program, developed by the UC Davis Academic Preparation Programs (APP), for all students and in particular students who are socio-economically disadvantaged, are English Language Learners, and are Latino.	School-wide		Transportation for 6 <sup>th</sup> Grade College Visits <b>Item: 432504</b> <b>\$69</b>	Transportation for 6 <sup>th</sup> Grade College Visits <b>Item: 432504</b> <b>\$144</b>	Transportation for 6 <sup>th</sup> Grade College Visits <b>Item: 432504</b> <b>\$175</b>

B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA’s budget.

*The following goals, actions and service, and expenditures are specific to serving DECS’s students who are from low-income families and/or are English Language Learners. These goals, actions and services, and expenditures are part of a holistic plan developed by DECS to meet the eight state priorities as well as target funds under LCFF to support our applicable sub-groups. As part of the holistic plan, they appear in Table 3a. Then, we have pulled out those items specific to these populations in Table 3b in order to be transparent with school-wide versus targeted funding of actions and services. As such, these are not “in addition” to those itemized in Table 3a but rather a subset of Table 3a that shows actions and services targeted specifically in support of these subgroups (in addition to school-wide actions and services to support them).*

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<b>For low income pupils:</b>							
<b>Goal 3:</b> Close the achievement gap between students who are from low-income families, are English Language	2. Alignment to Common Core, with support for ELLs and other applicable subgroups  4. Pupil Achievement	For low income pupils:  <b>3a.</b> Hire a new Learning Center Coordinator with skill set and expertise to monitor academic and social-emotional data within a Response to Intervention (RTI)	School-wide		Increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise <b>Item: 110000 \$1,014</b>	Maintain increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise <b>Item: 110000</b>	Maintain increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise <b>Item: 110000</b>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Learners, and who are Latino and their peers not in these subgroups.</p> <p><b>Goal 5:</b> Increase family understanding of and involvement in strategic planning and school decision-making, as well as how to support their child through home school connections.</p>		<p>model to coordinate services for all students as needed, with a focus on students within each of the subgroups. Service coordination includes but is not limited to:</p> <ul style="list-style-type: none"> <li>Coaching classroom teachers on appropriate accommodations (Tier 1)</li> <li>Coordinating push-in support for small groups and individual students</li> <li>Coordinating pull out services for small groups and individual students (Tier 3)</li> </ul> <p><b>3b.</b> Learning Center Director monitors data for each applicable subgroup of students to ensure progress of these subgroups at or above the pace of the</p>			<p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <i>Item: 110000, 210000</i> <b>\$3,924</b></p> <p>Family Learning Events <i>No additional cost</i></p> <p>On Site Computer Access for Families <i>Item: 435000</i> <b>\$92</b></p>	<p><b>\$2,125</b></p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <i>Item: 110000, 210000</i> <b>\$8,224</b></p> <p>Family Learning Events <i>No additional cost</i></p> <p>On Site Computer Access for Families <i>Item: 435000</i> <b>\$192</b></p>	<p><b>\$2,580</b></p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <i>Item: 110000, 210000</i> <b>\$9,986</b></p> <p>Family Learning Events <i>No additional cost</i></p> <p>On Site Computer Access for Families <i>Item: 435000</i> <b>\$233</b></p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p>general population adjusting resources as needed to meet this goal.</p> <p><b>5c.</b> Purchase and utilize school-home connection resources from McGraw Hill curriculum, or comparable curriculum publisher, designed to increase parent access to information about the school, curriculum, and their child's achievement. Interface is available for computers and smart phones, and computer access will also be available on campus for families who cannot access at home.</p>					
<b>Goal 9:</b> Support traditionally economically and	7. Broad Course of Study  8. Pupil	<b>9a.</b> Increase college-readiness through use of the Reservation for College (RFC) program, developed by the UC	School-wide		Transportation for 6 <sup>th</sup> Grade College Visits <b>Item: 432504</b> <b>\$69</b>	Transportation for 6 <sup>th</sup> Grade College Visits <b>Item: 432504</b> <b>\$144</b>	Transportation for 6 <sup>th</sup> Grade College Visits <b>Item: 432504</b> <b>\$175</b>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.	Outcomes	Davis Academic Preparation Programs (APP), for all students and in particular students who are socio-economically disadvantaged, are English Language Learners, and are Latino.					
<b>For English learners:</b>							
<b>Goal 2:</b> Provide targeted professional development for teachers and aides to increase academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences,	2. Alignment to Common Core, with support for ELLs and other applicable subgroups  4. Pupil Achievement	For English learners:  <b>2b.</b> Provide training in Guided Language Acquisition Design (GLAD) for teachers new to DECS and/or previously untrained, as a framework for instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.	School-wide		GLAD Professional Development <b>Item: 588000</b> <b>\$785</b>  Addition of Assistant Principal <b>Item: 130000</b> <b>\$20,014</b>  Increase in Learning Center Coordinator salary to reflect higher level of	GLAD Professional Development <b>Item: 588000</b> <b>\$1,645</b>  Continue Assistant Principal <b>Item: 130000</b> <b>\$41,945</b>  Maintain increase in Learning Center Coordinator salary to reflect	GLAD Professional Development <b>Item: 588000</b> <b>\$1,997</b>  Continue Assistant Principal <b>Item: 130000</b> <b>\$50,930</b>  Maintain increase in Learning Center Coordinator salary to reflect

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>resulting in increased student mastery.</p> <p><b>Goal 3:</b> Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups.</p> <p><b>Goal 4</b> Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS</p>		<p><b>2d. (and 4d.)</b> Provide ongoing professional development, coaching, observation and feedback to support continued implementation and refinement of practice in alignment with the CCSS in ELA and Math and in the utilization of GLAD in science and social studies.</p> <p><b>3a.</b> Hire a new Learning Center Coordinator with skill set and expertise to monitor academic and social-emotional data within a Response to Intervention (RTI) model to coordinate services for all students as needed, with a focus on students within each of the subgroups. Service coordination includes but is not limited to:</p>			<p>responsibility and requisite expertise <b>Item: 110000 Funded in Goal 3 Services for Low Income Students</b></p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <b>Item: 110000, 210000 Funded in Goal 4 Services for Low Income Students</b></p>	<p>higher level of responsibility and requisite expertise <b>Item: 110000 Funded in Goal 3 Services for Low Income Students</b></p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <b>Item: 110000, 210000 Funded in Goal 4 Services for Low Income Students</b></p>	<p>higher level of responsibility and requisite expertise <b>Item: 110000 Funded in Goal 3 Services for Low Income Students</b></p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <b>Item: 110000, 210000 Funded in Goal 4 Services for Low Income Students</b></p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
(AMAO 1)		<ul style="list-style-type: none"> <li>• Coaching classroom teachers on appropriate accommodations (Tier 1)</li> <li>• Coordinating push-in support for small groups and individual students</li> <li>• Coordinating pull out services for small groups and individual students (Tier 3)</li> </ul> <p><b>3b.</b> Learning Center Director monitors data for each applicable subgroup of students to ensure progress of these subgroups at or above the pace of the general population adjusting resources as needed to meet this goal.</p> <p><b>4a.</b> Administer English Language Proficiency Assessment (CELDT,</p>					



Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p>transitioning to ELPAC) and disaggregate data from River Delta Unified School District (RDUSD) to identify reclassification rates for English Language Learners at DECS</p> <p><b>4b.</b> Monitor language development of ELLs using disaggregated data, adjusting supports as needed to achieve optimal trajectory</p> <p><b>4c.</b> Provide an Individualized Learning Block to provide targeted small group systematic ELD instruction for ELLs at their level, utilizing classroom teachers and aides to reduce group size</p> <p><b>4d.</b> Provide training in Guided Language</p>					

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		Acquisition Design (GLAD) for teachers new to DECS, as a framework for instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.					
<b>For foster youth:</b> DECS has a population of less than 15 Foster Youth, making this not an applicable subgroup for reporting at this time.							
		For foster youth:					
<b>For redesignated fluent English proficient pupils:</b>							
See ELL	See ELL	For redesignated fluent English proficient pupils: See ELL			See ELL	See ELL	See ELL

- C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

The LCFF Target Supplemental & Concentration Grant Funding in FY 14-15 is \$172,653. After identifying \$1,000 in FY 13-14 expenditures which support and serve our populations of unduplicated students, and given the 28.05% GAP Funding Rate, the Estimated Additional Supplemental & Concentration Grant Funding for FY 2014-15 is **\$49,166**.

DECS is utilizing these funds to provide the following services specifically for these student populations:

- **GLAD Training**, to support teachers in delivering instruction that supports ELLs in accessing content and expressing their understanding in the core classroom curriculum. **\$785**
- **Individualized Learning Block**, to provide Systematic English Language Development for ELLs and targeted supports for non-ELL students who are Latino and/or students who are from low-income families. **\$3,924**
- **Computer Access on site for families**, to access and leverage school home connection capabilities of McGraw Hill curriculum. **\$92**
- **Increase college-readiness**, through use of the Reservation for College (RFC) program, developed by the UC Davis Academic Preparation Programs (APP), for all students and in particular students who are socio-economically disadvantaged, are English Language Learners, and are Latino. **\$69**

DECS is also utilizing funds to provide the following services school-wide, with the goal of supporting all students and specifically these subgroups:

- **Professional Development**, to support teachers in utilizing new curriculum and developing instructional practices in alignment with the Common Core State Standards (CCSS). **\$6,017**
- **BTSA Training**, to support new teachers in serving all students and in being able to differentiate for students based on assessed needs. **\$471**
- **Addition of Assistant Principal**, to provide increased capacity to both monitor achievement of subgroups and provide individualized coaching and support of teachers in instruction to better serve these populations. **\$20,014**
- **Increase in Learning Center Coordinator requisite skills**, to provide increased capacity to both monitor achievement of subgroups and provide individualized interventions to better serve these populations. **\$1,014**
- **NWEA MAP Assessment and Chrome Books**, to provide formative assessment data that informs instruction and intervention to remediate gaps between subgroups should they arise. **\$4,186** for Chromebooks, **\$1,005** for NWEA MAP.

- **Learning Garden Coordinator**, to support integration of agri-business to increase college and career readiness. **\$2,355**
- **Common Core Aligned Curriculum**, to elevate instructional practice and increase alignment to Common Core and ELD Standards. **\$9,235**

D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

DECS identified a Minimum Proportionality Percentage (MPP) requirement of **2.11%**. The MPP will be met through increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils. These include but are not limited to: an Individualized Learning Block to provide targeted English Language Development and/or intervention services as needed, training for all teachers to support English Language Learners within the sheltered English immersion classroom, Response to Intervention services to provide targeted push-in and pull-out supports to ensure all students develop at their optimal pace, increased administrative capacity to monitor subgroup performance and coach teachers as necessary to close gaps, on-site computer access for families to address the digital divide and support families in accessing information on their child's education, and a college visitation program for 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> graders to develop awareness and understanding of college as a part of their future. The numbers generated in Table 3b for 2014-15, 2015-16, and 2016-17 are reflective of this increase in funding.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

# Appendix F-1

**BYLAWS  
OF  
LEADERS & SCHOLARS, INC.  
(A California Nonprofit Public Benefit Corporation)**

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Leaders & Scholars, Inc.

**ARTICLE II  
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is located at 36230 North School Street, Clarksburg, CA 95612. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to operate exclusively for the benefit of, to perform the functions of, or to carry out the purposes of River Charter Schools (formerly known as Friends of Clarksburg Schools). Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

Specifically, the public and charitable purposes of the Corporation are to direct attention and effort toward providing funding to support the educational purposes of River Charter Schools and the development of other charter schools that may later be formed. The primary recipient of donations shall be River Charter Schools.

If River Charter Schools (a) shall cease to be an organization described in Internal Revenue Code sections 170(b)(1)(A)(iv), 501(c)(3), and 509(a)(1) or 509(a)(2), or (b) shall substantially abandon the charitable and educational purposes that this corporation is organized to support, the directors shall designate a publicly supported educational or charitable organization as described in Internal Revenue Code sections 170(b)(1)(A), 501(c)(3), and 509(a)(1) or 509(a)(2), in substitution for River Charter Schools, for purposes of Article II of the Articles of Incorporation and Section 1 of this Article.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

#### **ARTICLE IV CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context states otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

#### **ARTICLE V DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

#### **ARTICLE VI CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

#### **ARTICLE VII BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject

to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (referred to herein as the "Board of Directors" or the "Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

1. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require them security for faithful service.
2. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.
3. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
4. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DIRECTORS AND TERMS. The number of directors shall be no less than two (2) and no more than seven (7). For purposes of ensuring that the Corporation aligns its goals and objectives with educational mission and goals of River Charter Schools, all of the directors shall be appointed by the existing River Charter Schools Board of Directors. All Directors are designated at the Corporation's annual meeting of the Board of Directors.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be "interested persons." An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest, however, any violation of this Section shall not affect the validity or enforceability of transactions entered into by the Corporation.

Section 5. DIRECTORS TERM. Each director shall hold office for two (2) years and until a successor director has been designated and qualified.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the River Charter Schools Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the River Charter Schools Board of Directors, at any meeting of the River Charter Schools Board of Directors at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 7. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the River Charter Schools Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 8. REMOVAL OF DIRECTORS. Directors may only be removed by the River Charter Schools Board of Directors. The Charter School's Board of Directors may remove a director with or without cause, by an affirmative vote of the majority of the River Charter Schools Board of Directors at a duly held meeting at which a quorum is present.

Section 9. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 10. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors shall be filled by the River Charter Schools Board of Directors.

Section 11. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any director's being removed before his or her term of office expires.

Section 12. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting.

Section 13. MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT. Any Board of Directors meeting may be held by conference telephone, video



screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

- (a) Each member participating in the meeting can communicate concurrently with all other members.
- (b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.
- (c) The Board of Directors has adopted and implemented a means of verifying both of the following:
  - (1) A person communicating by telephone, video screen, or other communications equipment is a director entitled to participate in the Board of Directors meeting.
  - (2) All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.

Section 14. ANNUAL AND REGULAR MEETINGS. Regular, annual, special and emergency meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors. The Board of Directors shall hold an annual meeting for purposes of organization, election of officers, and transaction of other business. Notice of this meeting is not required if conducted pursuant to these bylaws.

Section 15. AUTHORITY TO CALL SPECIAL MEETINGS. Special and emergency meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board, if any, the President or any Vice-President, the Secretary, or any two Directors but may only be conducted if two-thirds of the Board of Directors vote that a situation warranting a special or emergency meeting exists.

Section 16. NOTICE OF MEETINGS. Regular meetings of the Board may be held without notice if conducted pursuant to these Bylaws. Special meetings of the Board shall be held upon four (4) days written notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, facsimile, or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the Corporation. Notice of time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office and the business to be transacted at the meeting.

Section 17. **WAIVER OF NOTICE AND CONSENT TO HOLD MEETINGS.** The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with corporate records or made a part of the minutes of the meeting.

Section 18. **ACTION WITHOUT MEETING.** Any action that the Board is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action; provided, however, that the consent of any director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in Corporations Code section 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

Section 19. **QUORUM.** A majority of the directors then in office shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the Board, and (d) indemnification of directors.

Section 20. **ADJOURNMENT.** A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 21. **COMPENSATION AND REIMBURSEMENT.** Directors shall serve without compensation except that directors may receive such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 2 of this Article. Directors may not be compensated for rendering services to the Corporation in any capacity other than director unless such compensation is reasonable and is allowable under the provisions of Section 4 of this Article.

Section 22. **CREATION OF POWERS OF COMMITTEES.** The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of

the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors resolution, except that no committee may:

- (a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- (b) Fill vacancies on the Board of Directors or any committee of the Board;
- (c) Fix compensation of the directors for serving on the Board of Directors or on any committee;
- (d) Amend or repeal bylaws or adopt new bylaws;
- (e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable;
- (f) Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- (g) Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected;
- (h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

Section 23. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other Board of Directors' actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 24. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

## ARTICLE VIII

## **OFFICERS OF THE CORPORATION**

Section 1. **OFFICES HELD.** The officers of this corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation, at the Board's direction, may also have a chairman of the Board, one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation, except any appointed under Article VIII, Section 4, of these bylaws, shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **APPOINTMENT OF OTHER OFFICERS.** The Board of Directors may appoint and authorize the chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. **CHAIRMAN OF THE BOARD.** If a chairman of the Board of Directors is elected, he or she shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws.

Section 9. **PRESIDENT.** Subject to such supervisory powers as the Board of

Directors may give to the chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all members' meetings and, in the absence of the chairman of the Board, or if none, at all Board of Directors meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of members' meetings. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; the names of persons present at Board of Directors and committee meetings; and the number of members present or represented at members' meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members, of the Board, and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or by bylaws may require.

Section 12. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the President, chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

## **ARTICLE IX CONTRACTS WITH DIRECTORS AND OFFICERS**

Section 1. **CONTRACTS WITH DIRECTORS AND OFFICERS.** No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless (a) the material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board of Directors prior to the Board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

## **ARTICLE X LOANS TO DIRECTORS AND OFFICERS**

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

## **ARTICLE XI INDEMNIFICATION**

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code section 5238(a), including persons formerly occupying any such positions,

against all expenses, judgments, fines, paying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238(b) or section 5238(c) the Board of Directors shall promptly decide under Corporations Code section 5238(e) whether the applicable standard of conduct set forth in Corporations Code section 5238(b) or section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

## **ARTICLE XII INSURANCE**

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

## **ARTICLE XIII MAINTENANCE OF CORPORATE RECORDS**

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- (a) Adequate and correct books and records of account;
- (b) Written minutes of the proceedings of its members, Board, and committees of the Board; and
- (c) Such reports and records as required by law.

## **ARTICLE XV INSPECTION RIGHTS**

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the members, the Board of Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by the member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the article of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the articles of incorporation and bylaws, as amended to the current date.

## **ARTICLE XV REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to the Board of Directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The corporation's expenses or disbursement for both general and restricted purposes;
- (e) Any information required under these bylaws; and
- (f) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all members, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each member and furnish to each director a statement of any transaction or indemnification of the following kind:



- (a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an “interested person” had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an “interested person” is either:
  - (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XI of these Bylaws.

## **ARTICLE XVI EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS**

Section 1. EXECUTION OF INSTRUMENTS. The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. CHECKS AND NOTES. Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the President of the Corporation.

Section 3. DEPOSITS. All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. GIFTS. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for charitable or public purposes of this Corporation.

## **ARTICLE XVII**

## **BYLAW AMENDMENTS**

The Board of Directors may adopt, amend or repeal any of these Bylaws, except Article III, Sections 3, 10, and 12 of Article VII, and Article XVII, by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. Article III, Sections 3, 10 and 12 of Article VII and Article XVII can only be amended by an affirmative vote of the majority of the River Charter Schools Board of Directors at a duly held meeting at which a quorum is present.

## **ARTICLE XVIII FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

## **CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Leaders & Scholars, Inc., a California nonprofit public benefit corporation; that these bylaws, consisting of 15 pages, are the bylaws of this corporation as adopted by the River Charter Schools Board of Directors on August 7, 2017 and the Leaders & Scholars, Inc. Board of Directors on June 28, 2017; and that these bylaws have not been amended or modified since that date.

Executed on June 28, 2017 at Clarksburg, California.

  
Warren Bogle, Secretary

**OPERATING AGREEMENT  
OF  
LEADERS & SCHOLARS, LLC.  
a California limited liability company**

## TABLE OF CONTENTS

ARTICLE I ORGANIZATION.....	4
1.1 Formation.....	4
1.2 Name.....	4
1.3 Agent for Service of Process.....	4
1.4 Principal Place of Business.....	4
1.5 Term.....	5
1.6 Purpose.....	5
1.7 Tax Status.....	5
ARTICLE II MEMBERSHIP.....	5
2.1 Admission.....	5
2.2 Membership Interest.....	5
2.3 Capital Contributions.....	5
2.4 Limited Liability.....	5
ARTICLE III MANAGEMENT.....	6
3.1 Management.....	6
3.2 Meetings.....	7
ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS.....	7
4.1 Allocations.....	8
4.2 Distributions.....	8
ARTICLE V COMPANY ADMINISTRATION.....	
5.1 Books and Records.....	8
5.2 Accounting.....	8
5.3 Banking.....	9
5.4 Assets.....	9
ARTICLE VI TRANSFERS.....	
6.1 Transfers.....	9
6.2 Duties of Substituted Member.....	9
6.3 Non-Qualifying Organizations.....	9
ARTICLE VII INDEMNIFICATION.....	9
ARTICLE VIII DISSOLUTION.....	
8.1 Events of Dissolution.....	10
8.2 Winding Up.....	10
8.3 Distribution of Assets.....	10
8.4 Limitation of Distribution of Assets.....	10
ARTICLE IX GENERAL.....	
9.1 Amendment.....	10

9.2 Merger.....	11
9.3 Binding Agreement.....	11
9.4 Headings.....	11
9.5 Number and Gender.....	11
9.6 Severability.....	11
9.7 References to this Agreement.....	11
9.8 Parties in Interest.....	11
.....	.....
9.9 Entire Agreement.....	11
9.10 Counterparts.....	12
9.11 Governing Law.....	12

**OPERATING AGREEMENT**

**OF**

**LEADERS & SCHOLARS, LLC.**

**a California limited liability company**

**THIS OPERATING AGREEMENT** is made effective as of April 2, 2014, by Leaders & Scholars, Inc., a California nonprofit public benefit corporation (the "Sole Member"), and is made with reference to the following:

A. The Sole Member desires to form a limited liability company under and pursuant to the California Revised Uniform Limited Liability Company Act set forth in California Corporations Code sections 17701.01-17713.13, as amended from time to time (the "Act").

B. Articles of Organization for Leaders & Scholars, LLC. (the "Company") were filed with the California Secretary of State on April 2, 2014.

C. The Sole Member establishes this Operating Agreement in order to complete the organization of the Company and provide for the governance of the Company and the conduct of the Company's business.

**NOW, THEREFORE**, the Sole Member declares the following to be the Operating Agreement ("Agreement") of the Company:

**ARTICLE I  
ORGANIZATION**

**1.1 Formation.** The Sole Member has caused the Articles of Organization to be filed with the California Secretary of State, and the formation of the Company shall be effective as of the date of said filing.

**1.2 Name.** The name of the Company is Leaders & Scholars, LLC. The Company shall conduct its business and affairs under said name or such other name as the Sole Member may determine from time to time.

**1.3 Agent for Service of Process.** The name and address for the agent for service of process on the Company is Paul C. Minney, 701 University Ave., Ste. 150, Sacramento, California 95825. The Sole Member may from time to time change the Company's agent for service of process.

**1.4 Principal Place of Business.** The principal office of the Company shall be located at 36230 North School Street, Clarksburg, California 95612, or at such other place as the Sole Member may determine from time to time.

**1.5 Term.** The term of the Company shall commence on the filing of the Articles of Organization with the California Secretary of State and shall continue until the Company is dissolved and wound-up and liquidated pursuant to this Agreement or by operation of law.

**1.6 Purpose.** The Company is organized and will operate:

(a) for the specific purpose of holding one or more leasehold estates (the "Property"), managing, operating, leasing and otherwise dealing with the Property and collecting the income therefrom and turning over the entire amount of said income, less expenses and expenditures, to the Sole Member, which is an organization exempt from federal income tax under Internal Revenue Code §501(c)(3) and from state corporate tax under California Revenue and Taxation Code §23701d.

(b) the Company is organized and operated to further the charitable and/or educational purpose of Leaders & Scholars, Inc., a California non-profit public benefit corporation;;

(c) the Company is organized and operated exclusively for charitable purposes;

(d) the Company is operated exclusively to further the exempt purpose(s) as specified in California Revenue and Taxation Code Section 214; and

(e) to do any and all things and to engage in any and all other activities and transactions necessary, convenient, appropriate or incidental to the accomplishment of the foregoing purposes or otherwise for the protection and benefit of the Company.

Notwithstanding the foregoing and any other provisions of this Agreement, the actions, activities and transactions of the Company will be limited to those permitted under the California Revenue and Taxation Code §23701h.

**1.7 Tax Status.**

(a) The Sole Member is currently, and shall be until this Agreement is terminated or amended, an organization described in Internal Revenue Code §501(c)(3) and California Revenue and Taxation Code §23701d and that qualifies for exemption from real property taxes under California Revenue and Taxation Code Section 214;

(b) It is the intention of the Sole Member that the Company be disregarded as an entity separate from the Sole Member solely for federal and all relevant state tax purposes. All provisions of the Articles of Organization and this Agreement are to be construed so as to preserve that tax status, and the Company shall not take any action to be characterized as other than a disregarded entity for federal tax purposes pursuant to Treasury Regulations Section 301.7701.

(d) The property owned by the Company is irrevocable dedicated to charitable purposes.



## **ARTICLE II MEMBERSHIP**

**2.1 Admission.** Simultaneously with the effective date of this Agreement, the Sole Member is admitted as the sole member of the Company. The address of the Sole Member is PO Box 303, 36230 North School Street, Clarksburg, California 95612.

**2.2 Membership Interest.** The Sole Member shall own the sole membership interest in the Company, which includes all rights in the Company collectively, including the Sole Member's economic interest, any right to vote or participate in management and any right to information concerning the business and affairs of the Company. The Sole Member may only transfer its membership interest in the Company to another qualifying organization. For purposes of this Agreement, a "qualifying organization" is an organization described in Section 501(c)(3) of the Internal Revenue Code and section 23701d of the Revenue and Taxation Code and that qualifies for exemption from real property taxes under California Revenue and Taxation Code Section 214.

**2.3 Capital Contributions.** The Sole Member may contribute cash or other property to the Company as Sole Member shall determine from time to time.

**2.4 Limited Liability.** The Sole Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company, except as otherwise provided in the Act.

## **ARTICLE III MANAGEMENT**

### **3.1 Management.**

3.1.1 The management of the business and assets of the Company shall be vested solely in the Sole Member, who shall have sole power and authority to manage, control and conduct the business and affairs of the Company and may exercise all powers of the Company.

3.1.2 The Sole Member may appoint a Chairperson, a Vice Chairperson, a President, Chief Executive Officer, one or more Vice Presidents, a Secretary, a Chief Financial Officer and such other officers as the Sole Member may deem necessary or advisable to manage the day-to-day business affairs of the Company ("Officers") and such Officers shall have the titles, powers and duties as shall be determined by the Sole Member.

3.1.3 Without limiting the foregoing **Paragraphs 3.1.1 and 3.1.2**, the Sole Member shall have the right, in its sole and absolute discretion to, or to cause the Company to, as applicable:

(a) take all actions necessary or convenient to the accomplishment of the Company's purposes set forth in **Paragraph 1.6**;

(b) enter into any loan, credit, guarantee or other similar financing arrangements, including the opening, maintaining and closing bank accounts, in order to receive or borrow funds to fulfill the Company's purposes and objectives;

(c) enter into agreements for the purchase, sale, lease and sublease, and renovation of real property which agreements may include such representations, warranties, covenants, indemnities and guarantees as Sole Member deems necessary or advisable;

(d) own, lease and dispose of real property;

(e) mortgage, pledge or otherwise encumber its property; and

(f) make and perform such other agreements, undertakings and transfers of property as Sole Member deems necessary or advisable.

**3.2 Meetings.** No annual, regular or special meetings of the Sole Member or Officers are required.

**ARTICLE IV  
ALLOCATIONS AND DISTRIBUTIONS**

**4.1 Allocations.** All profits and losses, each item thereof, and all other items attributable to the membership interest shall be allocated to the Sole Member for tax, accounting and all other purposes.

**4.2 Distributions.** At such times as the Sole Member deems appropriate, the Sole Member shall cause the Company to distribute cash or other property held by the Company to the Sole Member.

**ARTICLE V  
COMPANY ADMINISTRATION**

**5.1 Books and Records.**

5.1.1 The books and records of the Company shall be kept and maintained at the Company's principal office in California, shall reflect all of the Company transactions, and shall be appropriate and adequate for the Company's business.

5.1.2 Without limiting the requirements set forth in **Paragraph 5.1.1**, the Company shall maintain at its principal office in California all of the following:

(a) A current list of the full name and last known business or residence address of the Sole Member, together with the capital contribution and share in profits or losses of the Sole Member;

(b) A copy of the Articles of Organization, as amended;

(c) Copies of the Company's Federal, state and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

(d) Executed counterparts of this Agreement, as amended;

(e) Any powers of attorney under which the Articles of Organization or any amendments thereto are executed;

(f) Financial statements of the Company for the six (6) most recent fiscal years;  
and

(g) The books and records of the Company as they relate to the Company's internal affairs for the current and past four (4) fiscal years.

**5.2 Accounting.** Books and records of the Company shall be kept on the method of accounting selected by the Sole Member and applied on a consistent basis in the preparation of its financial reports and for tax purposes. The taxable and fiscal year of the Company shall be June

30.

**5.3 Banking.** All funds of the Company shall be deposited in the name of the Company in one or more distinct separate accounts with one or more recognized financial institutions and at such locations, all as shall be determined by the Sole Member. Any withdrawal from such accounts shall require the signature of the Sole Member or such other person or persons authorized to do so by the Sole Member.

**5.4 Assets.** All Assets of the Company, whether real or personal, shall be held in the name of the Company.

## **ARTICLE VI TRANSFERS**

**6.1 Transfers.** The Sole Member may assign, sell, gift, transfer or otherwise dispose of ("Transfer") all or any part of its membership interest at any time (the transferee hereinafter referred to as "Permitted Transferee"). A Permitted Transferee shall become a substituted member automatically upon such assignment.

**6.2 Duties of Substituted Member.** Any person admitted to the Company as a substituted member shall be subject to all of the provisions of this Agreement that apply to the Sole Member from whom the membership interest was assigned.

**6.3 Non-Qualifying Organizations.** Direct or indirect transfer of any membership interest in the Company to other than a qualifying organization is prohibited.

## **ARTICLE VII INDEMNIFICATION**

To the extent of Company assets, the Company agrees to defend the Sole Member, any Officer, any entity controlling, or directly or indirectly related to, Company ("Affiliate"), (including, without limitation, any director, officer, employee, or agent of the Sole Member acting on behalf of the Company) (collectively "Indemnitees") against all claims or demands and to indemnify and hold each of the foregoing harmless against all liabilities, losses, damages, expenses, costs or any other economic detriment suffered, paid, or incurred, foreseen or unforeseen, arising from any claim, demand, action, suit or proceeding, whether civil, criminal, administrative, or investigative, or whether threatened, pending or completed, which pertain to any Indemnitee, as described above, in such capacity, to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Sole Member shall not be subject to personal liability or required to fund or cause to be funded any obligation of the Company described in the immediately preceding sentence.

## **ARTICLE VIII**

## **DISSOLUTION**

**8.1 Events of Dissolution.** The Company shall dissolve upon the earliest to occur of:

- (a) the decision of the Sole Member;
- (b) the entry of a decree of judicial dissolution under California Corporations Code section 17707.03.

**8.2 Winding up.** Upon dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Sole Member shall wind up the affairs of the Company and give written notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company, including, without limitation, debts and liabilities to the Sole Member as a creditor of the Company, the remaining assets of the Company shall be distributed to the Sole Member.

**8.3 Distribution of Asset.** Upon dissolution, all assets shall be distributed to an organization(s) organized and operated exclusively for charitable purposes, as specified in California Revenue and Taxation Code Section 214, and which has established its tax-exempt status under section 501(c)(3) of the Internal Revenue Code, or under section 23701d of the Revenue and Taxation Code.

**8.4 Limitation on Distribution of Assets.** The Company shall not distribute any assets to members who cease to be organizations described in section 214.

## **ARTICLE IX GENERAL**

**9.1 Amendment.** This Agreement may be amended only in a writing signed by the Sole Member. Any amendments to The Articles Of Organization or this Operating Agreement must be consistent with California Revenue and Taxation Code Section 214.

**9.2 Merger.** The Company is prohibited from merging with, or converting into, a for-profit entity.

**9.3 Binding Agreement.** Subject to any restrictions on transfers set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Sole Member and her respective legal representatives, successors, and Permitted Transferees.

**9.4 Headings.** The Article and Paragraph headings are included solely for convenience of reference and in no way describe, define, limit, extend or interpret the scope, intent or extent of this Agreement, or any provision hereof. If there is any conflict between such headings and the

text of this Agreement, the text shall control.

**9.5 Number and Gender.** Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. In all cases the masculine gender shall include the neuter and feminine genders and vice versa.

**9.6 Severability.** If any provision of this Agreement or the application thereof to any "person" (as defined in the Act) or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

**9.7 References to this Agreement.** Numbered or lettered Articles and Paragraphs herein contained refer to Articles and Paragraphs of this Agreement unless otherwise expressly stated.

**9.8 Parties in Interest.** Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

**9.9 Entire Agreement.** This Agreement constitutes the whole and entire agreement with respect to the subject matter of this Agreement.

**9.11 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement binding on the parties hereto, notwithstanding that all of the parties are not signatories to the same counterpart.

**9.12 Governing Law.** The laws of the State of California (without regard to otherwise governing principles of conflicts of law or choice of law) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereof.

**IN WITNESS WHEREOF**, the Sole Member has executed this Agreement effective as of the effective date set forth above.

**SOLE MEMBER:**

**Leaders & Scholars, Inc.,  
a California nonprofit public benefit corporation**

By:   
Rina Dimare, President

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: October 10, 2017 Attachments:  X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 16

**SUBJECT** Resolution #737 Process to amend the School Districts Action:  X  
Community Facilities District number 1. Consent Action: \_\_\_\_\_  
Information Only: \_\_\_\_\_

**Background:**

The Community Facilities District is commonly referred to as CFD No. 1 and was put in place by the school district in 2006 to assist in funding of new school facilities that will become necessary as our community develops with new homes and new residents in the future.

**Status:**

CFD No. 1 is currently set to expire in the 2055-56 fiscal year. This amendment will extend the life of CFD No. 1 to the 2075-76 fiscal year. Before the amendment will be finalized, there will be a public hearing at our upcoming November 14<sup>th</sup> meeting, followed by special mailed ballot election held authorizing the amendment. Under the laws governing CFD No. 1, the voter authorized to vote at this special election will be the owner of the property that is within CFD No. 1. That owner is the Encore Liberty LLC Company.

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

**Other People Who Might Be Present:**

**Cost &/or Funding Sources**

Not Applicable

**Recommendation:**

That the Board approve Resolution #737 to begin the process to amend the School Districts Community Facility District number 1 and call a public hearing to be held November 14, 2017 at 6:30 p.m. at the regular scheduled board meeting.

Time: 5 mins.



RESOLUTION NO. 737

**A RESOLUTION OF CONSIDERATION OF THE  
GOVERNING BOARD OF THE RIVER DELTA UNIFIED SCHOOL DISTRICT  
REGARDING AN AMENDMENT TO COMMUNITY FACILITIES DISTRICT NO. 1**

**WHEREAS**, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), the Board of Trustees (the “Board”) of the River Delta Unified School District (the “District”), on December 12, 2006, approved Resolution No. 539, forming the River Delta Unified School District Community Facilities District No. 1 (“CFD No. 1”);

**WHEREAS**, CFD No. 1 was duly established and is operated in accordance with the provisions of the Act;

**WHEREAS**, subsequently, the Board called a special election for December 12, 2006, at which time the questions of levying a special tax, establishing an appropriations limit and incurring bonded indebtedness with respect to CFD No. 1 were submitted to the qualified electors within CFD No. 1;

**WHEREAS**, on December 12, 2006, the Board adopted Resolution No. 540, determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the propositions presented, and such propositions passed;

**WHEREAS**, the District and Encore Liberty, LLC (“Encore Liberty”), the developer of certain property located within the boundaries of CFD No. 1, entered into the Amended and Restated School Facilities Mitigation Agreement dated September 12, 2017 (the “Amended Mitigation Agreement”), which among other things, calls for the extension of the currently scheduled expiration date of CFD No. 1 to accommodate the delay in the development of the Encore Liberty project within CFD No. 1;

**WHEREAS**, the District has now received a Petition and Waiver for Amendment of Community Facilities District No. 1 (“Petition”) from Encore Liberty;

**WHEREAS**, by way of such Petition, Encore Liberty requests the Board initiate proceedings to amend the Special Tax for CFD No. 1 to extend the expiration date from 2055-2056 currently, to 2075-2076; and

**WHEREAS**, based upon the foregoing, the Board has determined to initiate proceedings for the amendment of CFD No. 1 in accordance with the Act, the Amended Mitigation Agreement and the Petition.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of the River Delta Unified School District, that:

**Section 1. Description of the Amendment.** The above-referenced Petition, along with public convenience and necessity require, and this Board propose and consider, that the Board extend the expiration date of CFD No. 1 from 2055-2056 currently, to

2075-2076. Such extended term of CFD No. 1 is consistent with the Amended Mitigation Agreement.

**Section 2. Description of Territory Included in Existing CFD No. 1.** The boundaries of the territory currently included in CFD No. 1 are not changed as a result of the proceedings initiated with this Resolution and are described in a map entitled, "Amended Boundary of River Delta Unified School District, Community Facilities District No. 1," recorded in the official records of the Office of the County Recorder of Solano County.

**Section 3. Specification of Types of Public Facilities Provided.** The types of public school facilities to be provided in the territory encompassed by CFD No. 1 are not changed as a result of the proceedings initiated with this Resolution and are described in Exhibit A attached hereto, and incorporated herein (the "Facilities"). The cost of the Facilities includes the cost of planning, designing, inspecting, and constructing the Facilities, including the cost of environmental evaluations thereof; all costs associated with the creation of CFD No. 1 and the amendment of CFD No. 1, the subsequent issuance of bonds, the determination of the amount of any taxes, and the collection of taxes; all costs otherwise incurred in order to carry out the authorized purposes of CFD No. 1 and any amendment of CFD No. 1; along with any other expenses incidental to the construction, completion, and inspection of the Facilities.

**Section 4. Determination Regarding Demands for Facilities.** In accordance with Government Code Section 53326(b), the Board finds and determines that the amendment, as described at Section 1 above, is necessary to meet increased demands put upon the District as the result of new development occurring within the territory of CFD No. 1 and the period of time necessary to accommodate such development.

**Section 5. Specification of Special Taxes to be Levied.** Except where funds are otherwise available, a special tax sufficient to pay for all facilities to be provided, including the payment of principal and interest on bonds proposed to be issued to finance such facilities, and secured by a continuing lien against all nonexempt real property in CFD No. 1, will be annually levied within CFD No. 1. The rate, method of apportionment, and manner of collection of such special tax is set forth in Exhibit B hereto, as modified by these proceedings, which is also incorporated herein, in sufficient detail to allow each landowner (see Exhibit C hereto, as modified, which is also incorporated herein) or resident within the territory of CFD No. 1, in consultation with District personnel, to estimate the maximum annual amount that such person will be required to pay.

**Section 6. Tax Subject to Election.** The extension of the term of the special tax as described at Section 1 above, is subject to the approval of the qualified electors of the territory situated in CFD No. 1, at a special election to be held in the District for such purpose.

**Section 7. Property Acquired by Public Entity Not Exempt.** Pursuant to Government Code Section 53317.3, a special tax shall be levied against all property that is not expressly exempt from the special tax and that is later acquired by a public entity.

**Section 8. Taxation of Property Acquired by Eminent Domain.** Pursuant to Government Code Section 53317.5, any special tax levied against property that is acquired by a

public entity through eminent domain proceedings shall be treated as if it were a special annual assessment.

**Section 9. Inclusion of Lands Devoted to Agricultural Uses.** Pursuant to Government Code Section 53325.6, land within CFD No. 1 that is devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products will be benefited by the public facilities provided within CFD No. 1.

**Section 10. Levy of Special Tax on Possessory Interest Held by Non-Exempt Persons.** Pursuant to Government Code Section 53340.1, the special tax shall be levied against all leasehold or possessory interests in property owned by a public entity, if such leasehold or possessory interest is held by a non-exempt person or entity.

**Section 11. Notice of Hearing.** NOTICE IS HEREBY GIVEN THAT on Tuesday, November 14, 2017, at the hour of 6:30 p.m., or as soon thereafter as the matter may be heard, in the regular meeting place of the Board, Clarksburg Middle School, 52870 Netherlands Road, Clarksburg, California, 95612, is fixed as the time and place when and where the Board will hold a public hearing to consider the amendment of CFD No. 1 as described herein. At the hearing, the testimony of all interested persons or taxpayers for or against the amendment of CFD No. 1 will be heard. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. All written protests shall be filed with the Secretary of the Board before the time fixed for the hearing, and any written protests may be withdrawn, in writing, at any time prior to the conclusion of the hearing.

**Section 12. Publication of Notice of Hearing.** The Secretary of the Board shall publish a notice of the hearing once in the River News-Herald, a newspaper of general circulation in the territory of CFD No. 1. Such notice shall generally be in the form attached hereto as Exhibit D. Publication shall be completed at least seven (7) days prior to the hearing.

**Section 13. Content of Notice.** Notice of the hearing shall be headed "Notice of Public Hearing," and shall contain:

- (a) The text or a summary of this Resolution;
- (b) The time and place of the hearing;
- (c) A statement that at the hearing the testimony of all interested persons or taxpayers for or against the amendment of CFD No. 1 will be heard;
- (d) A description and summary of the effect of protests made by registered voters or landowners against the amendment of CFD No. 1; and
- (e) A description of the proposed voting procedure.

**Section 14. Transmittal of Resolution to City and County.** In accordance with Government Code Section 53315.6, the Secretary of the Board is hereby authorized and directed

to transmit a certified copy of this Resolution to the City Council of the City of Rio Vista and to the Board of Supervisors of the County of Solano.

**Section 15. Recitals.** The foregoing recitals are true and correct.

**Section 16. Effective Date.** This Resolution shall take effect immediately upon its passage.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the River Delta Unified School District this 10th day of October, 2017, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

By: \_\_\_\_\_  
President, Governing Board of the  
River Delta Unified School District

ATTEST:

\_\_\_\_\_  
Secretary, Governing Board of the  
River Delta Unified School District

## **Exhibit A**

### **CAPITAL FACILITIES**

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The types of facilities and improvements to facilities to be financed by the proposed CFD No. 1, to the extent financing is available, shall be as follows:

The purchase, construction, expansion, improvement, and rehabilitation of any real and tangible property, including existing and new elementary, secondary and continuation schools, sites, structures, and equipment and any other governmental facilities or equipment, such as administrative and support facilities, offices and equipment, buses, bus storage facilities, maintenance facilities, and warehouses that the Board is authorized by law to contribute revenue to, or construct, own, or operate, whether or not said facilities meet the building and cost area standards of the State Allocation Board, and provided that said facilities have a useful life of five years or longer.

## Exhibit B

### RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 1 OF RIVER DELTA UNIFIED SCHOOL DISTRICT

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#### 1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (the “Act”) applicable to the land in Community Facilities District No. 1 (the “CFD”) of the River Delta Unified School District (the “District”) shall be levied and collected according to the tax liability determined by the District through the application of the appropriate amount or rate, as described below.

#### 2. Definitions

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

“Administrative Expenses” means the actual or reasonably estimated costs related to administration of the CFD, including these:

- Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the District or any designee thereof or both);
- Costs of collecting the Special Taxes (whether by the County, the District, or otherwise);
- Costs of remitting the Special Taxes to the Trustee;
- Costs of the Trustee (including its legal counsel) in the discharge of duties required of it under the Bond Indenture;
- Costs to the District, CFD, or any designee thereof of complying with arbitrage rebate requirements;
- Costs to the District, CFD, or any designee thereof of complying with District, CFD, or obligated persons disclosure requirements;
- Costs associated with preparing Special Tax disclosure statements;
- Costs incurred in responding to public inquiries regarding the Special Taxes;
- Costs to the District, CFD, or any designee thereof related to any appeal of the Special Tax;

- Costs associated with the release of funds from an escrow account, if any; and
- Amounts estimated to be advanced or advanced by the District for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**“Administrator”** means the Superintendent or designee.

**“Age-Restricted Parcels”** means Developed Parcels located within an age-restricted residential development wherein there are deed restrictions prohibiting children from permanently living within the development, such as Del Webb developments.

**“Annexation Parcels”** means any Parcel that is annexed to the CFD after the CFD is formed.

**“Annual Costs”** means, for any Fiscal Year, the total of the following:

- i) Debt Service to be paid from Special Taxes collected during such Fiscal Year;
- ii) Administrative Expenses for such Fiscal Year;
- iii) The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture;
- iv) An amount equal to the amount of delinquencies in payments of Special Taxes levied in the previous Fiscal Year and/or anticipated for the current Fiscal Year;
- v) Pay-As-You-Go Expenditures for Authorized Facilities to be constructed or acquired by the CFD; and
- vi) Less any earnings on the reserve fund and special tax fund that are transferred to the bond redemption fund pursuant to the Bond Indenture.

**“Assessor’s Parcel Number”** means the County Assessor’s Parcel and County Assessor’s Parcel number as recorded by the County Assessor on the equalized tax roll.

**“Authorized Facilities”** means those facilities to be financed as identified in the resolution forming the CFDs.

**“Base Year Special Tax”** means the Maximum Annual Special Tax Rate in the Base Year. This Maximum Annual Special Tax Rate is increased by the Tax Escalation Factor – Base Special Tax in each Fiscal Year following the Base Year.

**“Base Year”** means the Fiscal Year beginning on July 1, 2006 and ending on June 30, 2007.

“**Board**” means the Board of Trustees of the District.

“**Bond(s)**” means bond(s) issued by the District under the Act for the CFDs.

“**Bond Indenture**” means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which the bonds are issued.

“**CFD**” means River Delta Unified School District Community Facilities District No. 1.

“**City**” means City of Isleton or the City of Rio Vista.

“**County**” means the County of Sacramento, Solana, or Yolo, California.

“**County Assessor’s Parcel**” means a lot or parcel with an assigned Assessor’s Parcel Number in the maps used by the County Assessor in the preparation of the tax roll.

“**Debt Service**” means the total amount of bond principal, interest, and the scheduled sinking fund payments of the Bonds for the CFDs.

“**Developed Parcel**” means a Parcel in one of the following Parcel categories that has received from the City or County the applicable development approval for that Parcel category as follows:

<b><u>Parcel Category</u></b>	<b><u>Development Approval</u></b>
Single Family Residential (Including homes with carriage units)	Building Permit
Townhouse/Condominium	Building Permit
Duplexes and Half-plexes	Building Permit
Multi-family	Building Permit
Mobile Home	Building Permit
Agricultural Residential	Building Permit
Residential Mixed Use	Building Permit

A Taxable Parcel is subject to the Maximum Annual Special Tax for 30 years upon being classified as a Developed Parcel. Once a Parcel is classified as a Developed Parcel, it shall not be reassigned to a Parcel category, such as an Undeveloped Parcel.

“**Discount Rate**” means the blended “all in” true interest cost of all Outstanding Bonds, or if no Bonds have been issued, 7%.

“**District**” means the River Delta Unified School District.

“**Final Map**” means a recorded final map or parcel map pursuant to the Subdivision Map Act designating individual Single Family Residential Parcels.



**“Final Map Parcel”** means a Parcel created by the recordation of a Final Map. A Final Map Parcel is not a Taxable Parcel until a building permit has been issued for residential uses.

**“Fiscal Year”** means the period starting July 1 and ending the following June 30.

**“Future Developed Parcels”** means a Parcel that will have a Final Map recorded in future Fiscal Years. The Base Year Special Tax is increased by the Tax Escalation Factor – Base Special Tax in each Fiscal Year after the Base Year and will be assigned to Future Developed Parcels in the Fiscal Year that a Final Map is recorded creating Final Map Parcels.

**“Maximum Annual Special Tax”** means the greatest amount of Special Tax that can be levied against a Developed Parcel in a Fiscal Year. The Maximum Annual Special Tax is calculated using **Attachment 1**.

**“Maximum Annual Special Tax Rate”** means an amount in a given Fiscal Year that is multiplied by the number of Units within a Developed Parcel to derive the Maximum Annual Special Tax for a Developed Parcel. Attachment 1 shows the Base Year Maximum Annual Special Tax Rate and the adjusted Base Year Maximum Annual Special Tax Rate. The Maximum Annual Special Tax Rate shall be increased in each Fiscal Year after the Base Year by the Tax Escalation Factor – Developed Parcels for Final Map Parcels, and by the Tax Escalation Factor – Base Special Tax for all Future Developed Parcels.

**“Maximum Annual Special Tax Revenue”** is the greatest amount of revenue from levying the Maximum Annual Special Tax in a Fiscal Year on a group of Developed Parcels.

**“Mitigation Agreement Property”** means that property subject to that certain mitigation agreement by and between the District and Shea Homes Limited Partnership dated as of June 13, 2006.

**“Non-Restricted Parcels”** are Developed Parcels that are not Age-Restricted Parcels.

**“Parcel”** means any County Assessor’s Parcel in the CFD based on the equalized tax rolls of the County as of January 1 preceding the Fiscal Year.

**“Pay-As-You-Go Expenditure”** means the use of annual Special Tax revenues that are not needed for Annual Costs (excluding Pay-As-You-Go Expenditures) to pay for Authorized Facilities to be constructed or acquired by the CFD.

**“Prepayment”** means the complete fulfillment of a Parcel’s Special Tax obligation, as determined by following the procedures in Section 7.

**“Public Parcel”** means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general *ad valorem* property taxes under California law, including public streets, schools, parks, public drainage ways, public landscaping, wetlands, greenbelts, and public open space.

**“Special Tax(es)”** mean(s) the special tax levied under the Act in the CFDs.

**“Superintendent”** means the Superintendent of the District.

**“Tax Collection Schedule”** means the document prepared by the District for the County Auditor to use in levying and collecting the Special Tax each Fiscal Year.

**“Taxable Parcel”** means any Parcel that is not a Tax-Exempt Parcel.

**“Tax Escalation Factor – Base Special Tax”** means a factor equal to the increase in the Class “B” Construction Cost Index published by the State Allocation Board Office of Public School Construction (or, in the event that the Class “B” Construction Cost Index is no longer published, a similar construction cost index that takes into consideration type of construction that is used for public school facilities) for the calendar year preceding the current fiscal year, until the recordation of a Final Map. Once Final Map Parcels are created the Tax Escalation Factor – Base Special Tax is will cease to be applied to Taxable Parcels within that Final Map. The factor is used to increase the Maximum Annual Special Tax Rate as of July 1 of each year following the Base Year. If the Tax Escalation Factor – Base Special Tax is less than zero for a given Fiscal Year, then the Maximum Annual Special Tax Rate shall remain the same as the previous Fiscal Year.

**“Tax Escalation Factor – Developed Parcels”** means a factor of 2% that will be applied annually to the Maximum Annual Special Tax Rate for a Final Map Parcel beginning the Fiscal Year following the initial assignment of the Maximum Annual Special Tax Rate to a Final Map Parcel as a means of increasing the Maximum Annual Special Tax.

**“Tax-Exempt Parcel”** means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are:

- (i) Public Parcels,
- (ii) Undeveloped Parcels,
- (iii) Parcels zoned for commercial or industrial use,
- (iv) Parcels used solely for recreation and/or open spaces uses, including but not limited to, golf courses and common open space Parcels,
- (v) Parcels that have been subject to the Special Tax as Developed Parcel for 30 years, and
- (vi) Parcels for which the Special Tax has been fully prepaid under **Section 7** hereof.

**“Undeveloped Parcel”** means a Taxable Parcel that is not a Developed Parcel, Future Developed Parcel, or Final Map Parcel.

**“Units”** means the number of individual residential dwelling units created on a Developed Parcel by a building permit for a townhouse, condominium, multi-family, duplex, half-plex, or triplex use. A Parcel may be assigned Units for each Developed Parcel created by a Final Map for which individual Assessor Parcel Numbers have not yet been assigned by the County Assessor. A single-family residential unit and a carriage unit on the same Parcel shall be considered one Unit.

### **3. Determination of Parcels Subject to Special Tax**

The District shall prepare a list of the Parcels subject to the Special Tax. The District shall identify the Taxable Parcels from a list of all Parcels within the CFD boundary by excluding all Tax-Exempt Parcels.

### **4. Termination of the Special Tax**

The Special Tax will be levied and collected for as long as needed to pay Annual Costs. However, in no event shall the Special Tax be levied on any Parcel in the CFD after Fiscal Year 2075-2076.

After a Parcel has paid the Special Tax as a Developed Parcel for 30 years, the Special Tax shall cease to be levied on that Parcel.

When all Annual Costs incurred by the CFDs have been paid, the Special Tax shall cease to be levied. The District shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

### **5. Assignment of Maximum Annual Special Tax**

A. Classification of Parcels. Each Fiscal Year, using the Definitions in Section 2 above, the Parcel records of the County Assessor’s Secured Tax Roll as of January 1, and other County and City development approval records as of June 1, the Administrator shall cause the following:

1. Each Parcel to be classified as a Tax-Exempt Parcel or Taxable Parcel, and
2. Each Taxable Parcel to be classified as a Developed Parcel, Final Map Parcel, or an Undeveloped Parcel. The Administrator shall record the Fiscal Year when a Taxable Parcel becomes a Developed Parcel.
3. Each Developed Parcel to be classified as a Non-Restricted Parcel or Age-Restricted Parcel.

B. Escalation of the Maximum Annual Special Tax Rate. In each Fiscal Year following the Base Year, the Maximum Annual Special Tax Rate, as shown in **Attachment 1**, for Future Developed Parcels, shall increase by the Tax Escalation Factor – Base Special Tax. The Administrator will update Attachment 1 with the escalated Maximum Annual Special Tax Rates. In the Fiscal Year following the classification of a Parcel as a Developed Parcel, the Maximum Annual Special Tax assigned to the Developed Parcel per **Section 5.D** shall increase by the Tax Escalation Factor – Developed Parcels. The Maximum Annual Special Tax will be assigned using the procedures outlined in the following sub-sections below.

C. Assignment of Maximum Annual Special Tax to Developed Parcels and Final Map Parcels. The Maximum Annual Special Tax is assigned to Developed Parcels and Final Map Parcels using Attachment 1. A Taxable Parcel is subject to the Maximum Annual Special Tax as a Developed Parcel in this Fiscal Year it is classified as a Developed Parcel (no building permit for residential uses has been issued for such Parcel) is assigned a Maximum Annual Special Tax, however, such Parcel is not subject to the annual Special Tax Levy. The Administrator will record the year the Developed Parcel is classified as such. Attachment 1 shows the Maximum Annual Special Tax Rate for Developed Parcels. To derive the Maximum Annual Special Tax for a Developed Parcel, The Maximum Annual Special Tax Rate for a Developed Parcel is multiplied by the number of Units assigned to each Parcel subject to the following:

The Maximum Annual Special Tax for a Developed Parcel is calculated for each Unit assigned to a Taxable Parcel. There may be more than one Unit assigned to a Developed Parcel, however, the Maximum Annual Special Tax shall be calculated for each Unit, then summed to determine the Maximum Annual Special Tax for the Parcel upon which the Units are located.

D. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is converted to a Taxable Parcel, it shall become subject to the Special Tax. The Maximum Annual Special Tax for each such Parcel upon conversion shall be calculated based upon the instructions outlined in **Sections 5.A** through **5.E**.

E. Taxable Parcel Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a school site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to Public Parcel will be permitted to the extent there is no net loss in Maximum CFD Revenue, and the transfer is agreed to by the owners of the Parcels involved in the transfer and the District.

F. Annexation Parcels. A Parcel may be annexed to the CFD after the CFD has been formed. In the event a Taxable Parcel is annexed to the CFD, upon annexation, the Maximum Annual Special Tax will be assigned using the Definitions in **Section 2**, and the procedures shown in this **Section 5**.

**6. Setting the Annual Special Tax Rate for Taxable Parcels**

The annual Special Tax rate shall be established using the following:

A. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.

B. Calculate the Special Tax levy for each Taxable Parcel by the following steps:

Step 1: Compute 100% of the Maximum Annual Special Tax for all Developed Parcels that are Non-Senior Parcels for the CFD.

Step 2: Compare the Annual Costs with the sum of the Maximum Annual Special Tax Revenue for Developed Parcels that are Non-Restricted Parcels calculated in the previous step.

Step 3: If the Annual Costs are less than the Maximum Annual Special Tax Revenue from Developed Parcels, proportionately reduce the Maximum Annual Special Tax for each Developed Parcel to an amount just equal to the amount of Annual Costs.

Step 4: If the Annual Costs are greater than the Maximum Annual Special Tax from Developed Parcels that are Non-Restricted Parcels, levy Developed Parcels that are Age-Restricted Parcels at 100 percent thereof or, if less, proportionately on each Developed Parcel that is a Age-Restricted Parcel such that the sum of the Special Tax for all Developed Parcels that are Non-Senior Parcels and Developed Parcels that are Senior Parcels equals the amount of Annual Costs.

C. Levy on each Taxable Parcel the amount calculated above.

D. Prepare the Tax Collection Schedule, unless an alternative method of collection has been selected pursuant to **Section 9**, and send it to each County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule shall not be sent later than the date required by the Auditor for such inclusion.

The District shall make every effort to correctly calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and the assignment of the Special Tax to the Parcels.

As development and subdivisions of the CFD land uses take place, the District will maintain a file, available for public inspection, of each current County Assessor's Parcel Number within the CFD, its Maximum Annual Special Tax, and the Maximum

Annual Special Tax Revenues for all Parcels within the CFD. This record shall show the calculation of the assigned Maximum Annual Special Tax to each Taxable Parcel.

## 7. Prepayment of Special Tax Obligation

A property owner may permanently satisfy the Special Tax on a Parcel by Prepayment as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The Prepayment is based on the Prepayment for a Developer Parcel – even if the prepaying Parcel is a Final Map or Undeveloped Parcel at the time of Prepayment.
- The District determines that the Prepayment of the Special Tax does not jeopardize its ability to make timely payments of Debt Service on Outstanding Bonds.
- The landowner prepaying the Special Tax obligation on a Parcel has paid any delinquent Special Tax and penalties on that Parcel prior to prepayment.

The Prepayment amount shall be established by following the steps below.

### FULL PREPAYMENT

The full Prepayment of the Special Tax obligation is determined by calculating the present value of the discounted revenue stream which is the sum of the Maximum Annual Special Tax revenues for this period that a Developed Parcel is obligated to pay. The Maximum Annual Special Tax is increased by the Tax Escalation Factor – Developed Parcels in each Fiscal Year after the Base Year.

The calculation of the present value of the Special Tax obligation revenue stream is done using the formula below:

$$PV = \sum_{i=N}^X C_i (1+r)^{-i}$$

Where:

PV = the sum of the present values of the Maximum Annual Special Taxes in each year being prepaid by the Developed Parcel

r = is the Discount Rate

N = the number of the first Fiscal Year the Maximum Annual Special Tax is being prepaid by the Developed Parcel

X = the lesser of 30 or the remaining number of years the Special Tax can be collected per **Section 4**.

C<sub>i</sub> = the Developed Parcel Maximum Annual Special Tax at year *i*.

Alternately, a spreadsheet program, such as Excel, may be used to calculate the present value of the Special Tax revenue stream.

**The Calculation of the Prepayment Amount:**

1. Using the Definitions in Section 2, and the steps in Section 5, assign the Maximum Annual Special Tax for the Fiscal Year following the current Fiscal Year to the prepaying Parcel. If the Parcel is not a Developed Parcel, calculate the Maximum Annual Special Tax as if the Parcel is a Developed Parcel, or a number of Developed Parcels. If the Parcel is a number of Developed Parcels, determine the sum of the Prepayment Amount for each Developed Parcel. This will be the Prepayment Amount for the prepaying Parcel.
2. Determine the number of Fiscal Years remaining until the Fiscal Year 2075-2076. "X" is the lesser of this number or 30.
3. Determine the year number "N", (a number from 1 to 30), of the next Fiscal Year the Parcel is prepaying the Maximum Annual Special Tax at the Develop Parcel rate. If the parcel has already paid the Maximum Annual Tax for a number of years, the "N" would be that amount of years plus 1. In no event will "N" be greater than "X". If the Parcel has not previously paid the Maximum Annual Special Tax at the Developed Parcel rate, then "N" would equal 1.
4. For each Fiscal Year remaining, determine the Maximum Annual Special Tax to be paid by the Developed Parcel in that year based upon the Tax Escalation Factor-Developed Parcels.  $C_i$  where "i" varies and increased from "N" to "X", is equal to the Maximum Annual Special Tax in each year from "N" to "X".
5. Using the Discount Rate ("r"), calculate the present value of each  $C_i$  determined in the previous step and sum each present value using the formula above.
6. Add to the summed present values in the previous step any fees, call premiums, amounts necessary to cover negative arbitrage from the date of the prepayment to first call date on the Bonds, and expenses incurred by the District in connection with the Prepayment calculation or the application of the proceeds of the Prepayment. This amount is the Prepayment of the Special Tax obligation.

**8. Appeals**

The Administrator or designee has the authority to make necessary administrative adjustments to the Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax as to that Parcel. The Administrator will then promptly review the appeal, and if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changes, a

recommendation at that time will be made to the Board and, as appropriate, the levy of the Special Tax as to that Parcel shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Board for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

**9. Manner of Collection**

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes, provided, however, that the Board or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet its financial obligations.

**10. CFD Records to be Maintained**

The Administrator will cause the following records to be maintained;

- The Administrator will gather and maintain records of building permit issuance of the City's and County's as defined. This information will be used to determine the classifications of the Parcels subject to Special Tax.
- The Administrator will maintain a list of the historical applicable annual Tax Escalation Factors – Base Special Taxes and the escalated Maximum Annual Special Tax Rates from the Base Year on.
- The Administrator will maintain a list of the Fiscal Year's Parcels is classified as Developed Parcels for purposes of applying the Tax Escalation Factor – Developed Parcels.

**11. Mitigation Agreement Property**

Mitigation Agreement Property will be subject to the Maximum Annual Special Tax as calculated herein as long as said property will be developed in the manner contemplated in the Mitigation Agreement. In the event the type of residential units approved for the Mitigation Agreement Property changes from the currently anticipated single-family units (including, without limitation, multi-family units or age-restricted units), and the change in unit type results in a significant difference (i.e. in excess of 20%) in the projected student generation rate from such units, then the District Board, with the concurrence of the owner of the Mitigation Agreement Property, shall adjust the mitigation amounts payable for each such unit commensurate with the change in projected student enrollment from those units. Such adjustment may result in a corresponding adjustment in the Maximum Annual Special Tax levied on those units notwithstanding the above, any adjustment in the Maximum Annual Special Tax for Mitigation Agreement Property will take into account the amount of Special Tax revenue deemed necessary to serve debt service on any outstanding bonds sold by the District on behalf of the CFD.



**Attachment 1**  
**River Delta School District – Community Facilities District No. 1**  
**Maximum Annual Special Tax Rate – Base Year [1]**

<u>Parcel Category</u>	<u>Maximum Annual Special Tax Rate [2]</u>	
Developed Parcels [3]	\$519	per Unit
Final Map Parcels [4]	\$519	per Unit
Future Developed Parcels [5]	\$519	per Unit
Undeveloped Parcels	\$0	per Parcel
Tax-Exempt Parcels	\$0	per Parcel

[1] The Base Year is Fiscal Year 2006-2007.

[2] The Maximum Annual Special Tax Rate is equal to the Base Special Tax in the Base Year of Fiscal Year 2006-2007.

[3] The Maximum Annual Special Tax Rate for Developed Parcels is increased by the Tax Escalation Factor – Developed Parcels in each Fiscal Year after the Base Year.

[4] Final Map Parcels are assigned a Maximum Annual Special Tax Rate per Unit as increased by the Tax Escalation Factor – Developed Parcels, but are not taxed until a building permit is issued for residential uses.

[5] The Maximum Annual Special Tax Rate for Future Developed Parcels is increased by the Tax Escalation Factor – Base Special Tax in each Fiscal Year after the Base Year. A Future Developed Parcel that becomes a Final Map Parcel in a given Fiscal Year will be assigned Maximum Annual Special Tax Rate effective for that Fiscal Year. In each Fiscal Year after the Fiscal Year in which the Final Map Parcel is classified as a Developed Parcel, the Maximum Annual Special Tax Rate will be increased by the Tax Escalation Factor – Developed Parcels.

**EXHIBIT C**  
**ASSESSOR'S PARCEL NUMBERS AND OWNERS**  
**OF LAND INCLUDED IN**  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
**COMMUNITY FACILITIES DISTRICT NO. 1**

**Owner:**

Encore Liberty, LLC, a California limited liability company (formerly owned by Shea Homes Limited Partnership, a California limited partnership)

**Assessor Parcel Numbers:**

0176-360-010 through 0176-360-050  
0176-371-010 through 0176-374-180  
0176-381-010 through 0176-385-120  
0176-391-010 through 0176-399-060  
0176-400-010 through 0176-408-030  
0176-411-010 through 0176-417-150  
0176-420-010 through 0176-428-100  
0176-431-010 through 0176-436-060  
0176-441-010 through 0176-443-060  
0176-451-010 through 0176-455-170  
0176-460-010 through 0176-460-080

## **Exhibit D**

### **NOTICE OF PUBLIC HEARING ON RESOLUTION OF CONSIDERATION TO AMEND COMMUNITY FACILITIES DISTRICT NO. 1**

#### **RIVER DELTA UNIFIED SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of Trustees (the "Board") of the River Delta Unified School District, on October 10, 2017, adopted its Resolution No. \_\_\_ ("Resolution") in which it considered extending the currently scheduled expiration date of community facilities district ("CFD No. 1"), pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California ("Act"). The Resolution describes the territory subject to CFD No. 1, specifies the types of facilities to be financed, and describes the rate and method of apportionment of the Special Tax. No change in the tax levied in the existing CFD No. 1 is proposed, other than extending the currently scheduled expiration date of CFD No. 1 from 2055-2056 currently, to 2075-2076. The District will tax all interests in property that may be taxed under the Act. The financed facilities will be used in accordance with the District's attendance policies. For further details, the Resolution is available at the District office at 445 Montezuma Street, Rio Vista, California.

NOTICE IS HEREBY FURTHER GIVEN that the Board has fixed Tuesday, November 14, 2017, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the regular meeting place of the Board, Clarksburg Middle School, 52870 Netherlands Road, Clarksburg, California, 95612, as the time and place when and where the Board will hold a public hearing to consider the Resolution. At the hearing, the testimony of all interested persons or taxpayers for or against the amendment of CFD No. 1 will be heard and considered. Protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. All written protests must be filed with the Secretary of the Board of Trustees before the time fixed for the hearing. Any written protest may be withdrawn, in writing, at any time before the conclusion of the hearing.

NOTICE IS HEREBY FURTHER GIVEN that, at the conclusion of the public hearing, the Board may abandon the amendment or may, after passing upon all protests, determine to proceed to amend CFD No. 1; provided that, if fifty percent (50%) or more of the registered voters, or 6 registered voters (whichever is more), residing within the existing CFD No. 1, or if fifty percent (50%) or more of the registered voters, or 6 registered voters (whichever is more), residing within the territory proposed to be amended, or if the owners of one-half or more of the area of land included in the existing CFD No. 1 or the owners of one-half or more of the land proposed to be amended and, in each case, not exempt from the special tax, file written protests against the amendment and sufficient protests are not withdrawn, the amendment shall not be considered for a period of one year from the date of the decision of the Board on the hearing.

NOTICE IS HEREBY FURTHER GIVEN that, if the Board determines at the conclusion of the public hearing to amend CFD No. 1, the election procedure in the matter will be by mailed ballot to the then existing landowners in the territory of CFD No. 1.

DATED: \_\_\_\_\_, 2017

\_\_\_\_\_  
Secretary, Governing Board of the  
River Delta Unified School District

**PETITION AND WAIVER FOR AMENDMENT OF  
RIVER DELTA UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 1**

This Petition and Waiver for Amendment of Community Facilities District No. 1 (“Petition”) made and entered into this 4 day of October 2017, is submitted by Encore Liberty, LLC, a California limited liability company (the “Landowner”) to the River Delta Unified School District (“District”).

**RECITALS**

A. On December 12, 2006, the District passed and adopted its Resolution No. 539, entitled, “A Resolution of the Board of Trustees of the River Delta Unified School District Establishing Community Facilities District No. 1 and Calling an Election for the Approval of the Levy of the Special Tax and Authorizing Bonded Indebtedness and Establishing an Appropriation Limit to the Qualified Electors of the Community Facilities District” (“Resolution”), instituting proceedings under the Mello-Roos Community Facilities Act of 1982, as amended (Government Code sections 53311 *et seq.*) (the “Act”) to establish and form the River Delta Unified School District Community Facilities District No. 1 (“CFD No. 1”) for the purpose of providing financing for the acquisition and construction of public school facilities, as more particularly described in the Resolution. Such proceedings under the Act included the holding of required hearings, the adoption of all resolutions, the holding of an election to authorize the levy of a special tax (the “Special Tax”) on the real property located within the boundaries of CFD No. 1, and all other actions necessary to establish CFD No. 1 and levy the Special Tax on such property.

B. Landowner’s property, (the “Property”) is located within the City of Rio Vista (“City”), and is described and shown in Exhibit A, which is attached hereto and incorporated herein by reference.

C. Landowner seeks to develop Landowner’s Property for purposes of residential development.

D. Landowner now seeks to initiate proceedings by the District, by way of this Petition, to amend the existing Special Tax for CFD No. 1, by extending its term from 2055-2056 currently, to 2075-2076 following such amendment. All other terms of the Special Tax are to remain unchanged.

E. In order to implement the amendment of CFD No. 1 as described herein, the Landowner has approved and executed this Petition as first described above.

**NOW, THEREFORE**, in consideration of the foregoing, Encore Liberty, LLC submits the following:

## PETITION

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Petition by this reference.

2. Petition of Landowner to amend CFD No. 1. Landowner, being the owner of not less than twenty-five percent (25%) of the Property, hereby requests that the District institute proceedings to amend the term of the Special Tax to be extended to 2075-2076, and hereby indicates that Landowner agrees to support such an amendment to the existing Special Tax for CFD No. 1. All other terms of the Special Tax are to remain unchanged and are in full force and effect.

3. Waiver of All Applicable Timelines. It is Landowner's desire that proceedings to amend the Special Tax for CFD No. 1 are completed as quickly as possible, and in accordance with the foregoing:

3.1 landowner waives all applicable timelines for the amendment proceedings conducted by the District and the election to amend CFD No. 1; and

3.2 landowner further waives any and all requirements relating to the publication and giving of any form of notice for proceedings, including an election, and the preparation of an analysis and arguments in any ballot materials or otherwise.

4. Consolidation of Election. In furtherance of the waivers described above, Landowner consents to the consolidation of the election as to all issues and that such election be conducted by mailed ballot to be returned (including by electronic means), not later than a date specified by the Board of Trustees for the District ("Board"), to the Secretary of the Board, and that the results of said election be canvassed and reported to the Board at that same or at a subsequent meeting.

5. Acknowledgment of Special Tax. Landowner acknowledges that the Special Tax will be levied against the Property (in accordance with the existing rate and method of apportionment of Special Tax, as amended by way of these proceedings).

6. Board Authority. Nothing in this Petition shall be interpreted as limiting the authority of the Board under the Act to make changes, annex territory to CFD No. 1, or otherwise modify CFD No. 1 except as expressly provided for herein.

7. Severability. If any provision of this Petition shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, except where enforcement is inconsistent with the terms herein.

8. Governing Law. This Petition shall be governed by and construed in accordance with the laws of the State of California.

9. Authority. As of the date set forth below, the undersigned, hereby represents that it owns the Landowner's Property described in Exhibit A or is an authorized signatory of

Landowner and (a) has the requisite power and authority to execute, deliver and perform this Petition on behalf of Landowner, (b) the execution, delivery and performance of this Petition by it has been duly authorized by all necessary actions of the Landowner, (c) this Petition is a legal, valid and binding obligation, enforceable against it in accordance with its terms, and (d) the representative of the Landowner executing this Agreement is fully authorized to execute the same.

**ENCORE LIBERTY, LLC**  
a California limited liability company

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

Title: Managing Principal and Co-founder

## EXHIBIT A

### LANDOWNER'S PROPERTY

#### Legal Description

The land described herein is situated in the State of California, County of Solano, City of Rio Vista, described as follows:

TRACT I:

Lots 1 2/8, inclusive, Parcels A through G, inclusive, Parcels I through Q, inclusive, Parcels S through Z, inclusive and Parcel AA, as shown on that certain Map entitled "Liberty, Phase 1", filed on December 15, 2006 in Book 84 of Maps, at Page 10, Solano County Records.

TRACT II:

Lots 341 through 431, inclusive, Lots 562 through 855, inclusive, Parcels H1, I1, J1, J2, J3, K1 and K2 as shown on that certain Map entitled "Liberty, Phase 2", filed on December 15, 2006 in Book 84 of Maps, at Page 39, Solano County Records

Excepting from TRACTS I and II above:

All subsurface oil, gas, and other mineral rights (collectively "minerals") below a depth of five hundred (500) feet under the property, and Grantor reserves ingress and egress rights on Grantee's roads and the right to access, drill upon, extract from and take away minerals from the well sites described as Mineral Reserve Parcels G, H, L, Q, R and T on that certain Vesting Tentative Map for Gibbs Ranch, as approved by the Rio Vista Planning Commission pursuant to Planning Commission Resolution No. 91-13, in the locations set forth on Exhibit "B" hereto, along with any additional rights as Grantee, during the time Grantee owns the property, may subsequently grant Grantor or her successors in interest (collectively the "Well Sites"), together with the right to inject or store air, water, gas or other substances and to conduct slant-drilling operations (collectively "Production"), without Grantee's consent, below five hundred feet (500') beneath the surface of the property provided, that all such operations are in compliance with all applicable laws, ordinances, rules or regulations, and Grantor may produce oil, gas and other hydrocarbon substances from the same by slant-drilled wells or any other drilling technique, no parts of which are located on the surface of, or within five hundred feet (500') beneath the surface of, that portions of the property other than the Well Sites, as reserved in the Deed to Shea Homes Limited Partnership, recorded August 4, 2004, as Instrument No. 2004-00107847, Official Records.

APN:

0176-360-010 through 0176-360-050  
0176-371-010 through 0176-374-180  
0176-381-010 through 0176-385-120  
0176-391-010 through 0176-399-060  
0176-400-010 through 0176-408-030  
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0176-441-010 through 0176-443-060  
0176-451-010 through 0176-455-170  
0176-460-010 through 0176-460-080