

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:

Walnut Grove Elementary School • 14181 Grove Street, Walnut Grove, CA

June 13, 2017

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: _____ Times: _____

5. Reconvene to Open Session (@6:30 p.m.)
 - 5.1 Retake Roll Call
Member Fernandez ____; Member Olson ____; Member Riley ____; Member Donnelly ____;
Member Elliott ____; Member Maghoney ____; Member Bettencourt ____
 - 5.2 Pledge of Allegiance
 - 5.3 Retirement recognition – Don Beno
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 agendized item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. However, **understand the Board may not take action on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}

9. Reports, Presentations, Information

- 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s)
 - 9.1.2 Committee Report(s)
 - 9.1.3 Superintendent'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
 - 9.2.2.1 GASB 74 Discussion
 - 9.2.3 Maintenance, Operations & Transportation Report – Craig Hamblin
- 9.3 Educational and Special Education Services Reports and/or Presentations
Kathy Wright, Director of Educational Services
 - 9.3.1 Receive presentations of the District Schools' Single Plan for Student Achievement for school year 2017-2018 presented by Maria Elena Becerra, principal of Bates Elementary School; Antonia Slagle, principal of Isleton Elementary School; and Carrie Norris, principal of Walnut Grove Elementary School.

9.4 Public Hearing regarding the Proposed 2017-2018 LCAP, LCAP adoption will be held at the Regular June 27, 2017 Board Meeting at Rio Vista High School – 5:30 pm – Don Beno

Open Public Hearing _____pm Comments: _____ Close Public Hearing _____pm

9.5 Public Hearing regarding the Proposed 2017-2018 District Budget, adoption will be held at the Regular June 27, 2017 Board Meeting at Rio Vista High School – 5:30 pm – Elizabeth Keema Aston

Public Hearing Opened: _____ Public Comment: Public Hearing Closed: _____

9.6 Receive information on the Title III LEA Plan for the 2017-2018 school year – Kathy Wright

10. Consent Calendar

10.1 Approve Board Minutes

Regular Meeting of the Board - May 9, 2017

10.2 Receive and Approve Monthly Personnel Reports

As of June 13, 2017

10.3 District's Monthly Expenditure Report

May 2017

10.4 Request to approve the new Point of Sale (POS) system with Titan School Solutions for cafeterias district wide, at a cost of \$14,246, cafeteria funding – Elizabeth Keema-Aston

10.5 Request to approve the purchase of ABC Mouse Early Learning Academy for the 2017-18 school year not to exceed \$7,500 – Educational funds – Kathy Wright

10.6 Request approval to renew the AVID membership and pay dues for Walnut Grove Elementary, Riverview Middle, Clarksburg Middle, Rio Vista and Delta High Schools for the 2017-2018 school year - \$30,785 - Educational Service Funds – Kathy Wright

10.7 Request to approve the Medical Administrative Claiming Services Agreement for the 2017-2018 school year – Kathy Wright

10.8 Request to approve the renewal of Odysseyware web-based instructional program licenses for use in Alternative Education, Special Education and Adult Education throughout the district for the 2017-2018 school year, not to exceed \$42,700 – Educational Services and Adult Education Funds – Kathy Wright

10.9 Request to approve of purchase of licenses for IXL Learning Math Software for the 2017-18 school year, not to exceed \$5,720 – Educational Service Funds & Adult Education Funds – Kathy Wright

10.10 Request the approval for the purchase of Measures of Academic Performance (MAP) assessments for students grades K-10 – not to exceed \$16,254 - Educational Services Funds – Kathy Wright

10.11 Request the approval of Isleton Elementary, Bates Elementary and Walnut Grove Elementary Schools' Single Plan for Student Achievement for school year 2017-2018 as presented – Site Principals

10.12 Request to approve the Renewal of licenses with RenLearn, for the 2017-2018 school year - cost not to exceed \$23,315.43 - Educational Services & After School Program Funding – Kathy Wright

10.13 Request to approve the Medical Billing Systems Agreement for the 2017-18 school year at a cost not to exceed \$800 – Educational Services Funds – Kathy Wright

10.14 Request to approve the General Agreement for Nonpublic, nonsectarian School/Agency (Bizzi Bodies Children's Therapy) for the 2016-17 school year at an additional cost of \$1,000 – Special Educational Funds – Kathy Wright

10.15 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Loomis Gateway Academy) to provide services during the 2016-2017 extended school year, not to exceed \$1,000 – Special Educational Funds – Kathy Wright

10.16 Request to approve the purchase of licenses for Turnitin LLC software for the 2017-2018 school year – not to exceed \$5,190 – Educational Services Funds – Kathy Wright

10.17 Request to approve the program name change from First Five School Readiness Isleton Preschool to River Delta Unified School District Preschool beginning July 1, 2017 – Antonia Slagle

10.18 Donations to Receive and Acknowledge:

Rio Vista High School – in Memory of Harvey Felt

Mr. and Mrs. Danny Bowers

Mr. and Mrs. Jerry Penick

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 adoption and the purchase of the Pre-Calculus 10th Edition by Ron Larson Curriculum for Rio Vista High and Delta High Schools – not to exceed \$12,593.28, Educational Services Funds – Kathy Wright

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

12. Request to approve the “Declaration of Need for Fully Qualified Educators” for the 2017-2018 school year – Don Beno

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

13. Request to approve two (2) new courses “Real-world Engineering” and “Advanced Art” at Riverview Middle School – Kathy Wright

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

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

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

16. Adjournment

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____ Time: _____

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries and the River News Herald were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, June 9, 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:

Walnut Grove Elementary School • 14181 Grove Street, Walnut Grove, CA

June 13, 2017

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 June 13, 2017, at the Walnut Grove Elementary School, Walnut Grove, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

- 4.1 Possible or Pending Litigation [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)
4.1.1.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations

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

- 4.2 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:

- 4.2.1 Certificated
4.2.2 Classified
4.2.3 Public Employee(s) Searches, Appointment, Employment conditions
4.2.4 Complaint, Discipline, Dismissal, Non-Reelects, & Releases
4.2.4.1 Resolution #731 non-re-employment for the 2017-2018 school year for Probationary 0, I & II Certificated Staff – Don Beno

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

- 4.2.5 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.
4.2.5.1 RDUTA
4.2.5.2 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: _____ Time: _____
jg



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

BOARD AGENDA BRIEFING

Meeting Date:	June 13, 2017	Attachments: <u>X</u>
From:	Elizabeth Keema-Aston, Chief Business Officer	Item No.: 9.2.1
<u>SUBJECT:</u>	Monthly Enrollment and ADA Report (May Month 10)	Action Item: <u> </u>
		Consent Action: <u> </u>
		Information Only: <u> x </u>

Background: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for *2015-2016 and 2016-2017*. The summary also shows the increase/decrease enrollment for current and prior months. The attached charts compare the ADA with Enrollment for the current year and five (5) prior years.

Status: District-wide enrollment ***decreased by 36 students*** compared to the same month last year, decreasing from 1,940 to 1,904. (Does not include Adult Ed)

District-wide enrollment ***decreased by 16 students*** compared to last month (*April*), from 1,920 to 1,904. (Does not include Adult Ed)

District-wide attendance ***has decreased 22 ADA*** compared to last month (*April*), 1,828 to 1,806. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

Presenter: Elizabeth Keema-Aston, Chief Business Officer

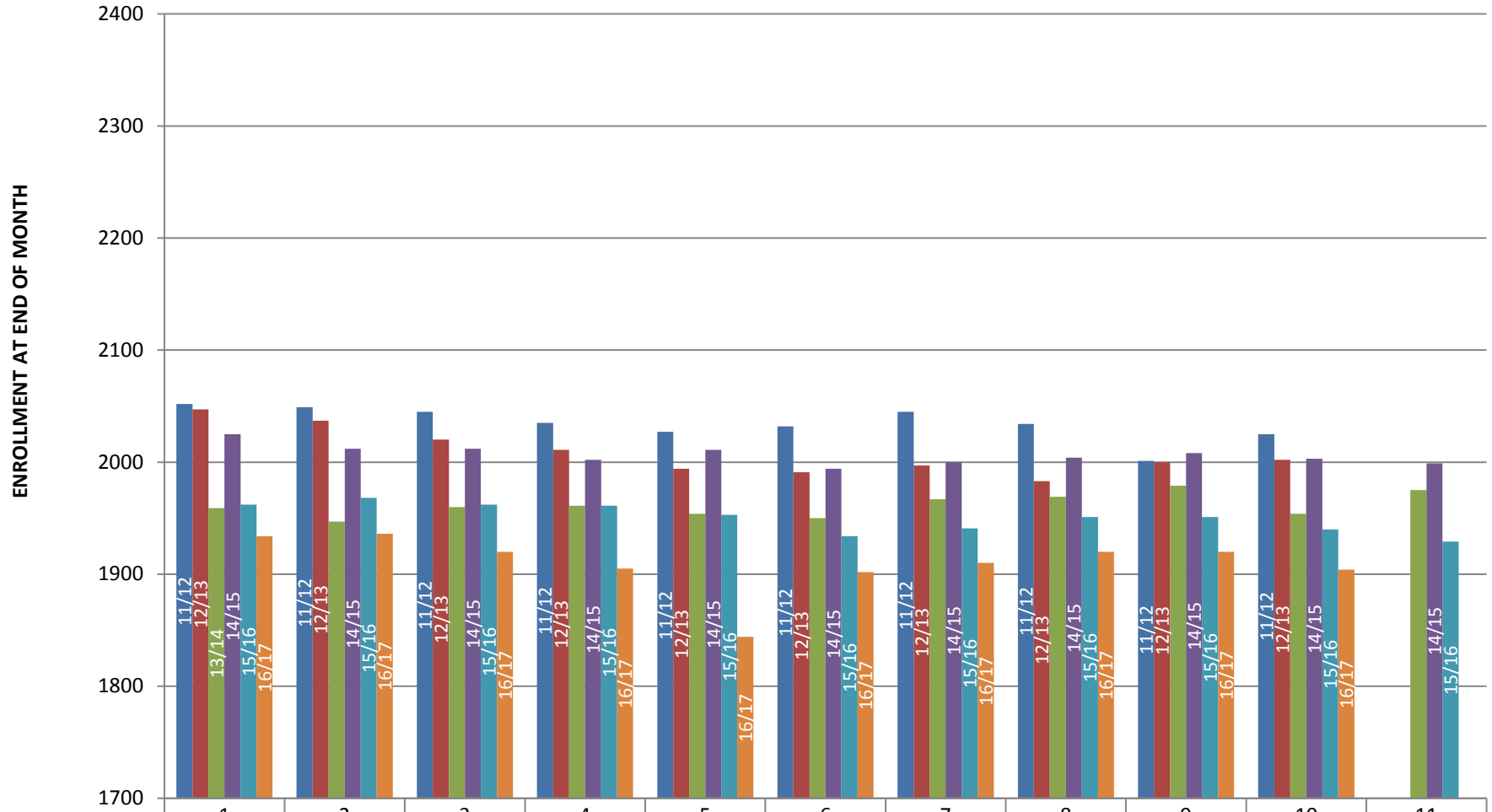
Recommendation:

That the Board receives the information presented.

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA	NOV	NOV	Incr/Decr	% of ADA	DEC	DEC	Incr/Decr	% of ADA	JAN	JAN	Incr/Decr	% of ADA	FEB	FEB
		15-16	16-17			15-16	16-17	From Pr Month		15-16	16-17	From Pr Month		15-16	16-17	From Pr Month		15-16	16-17	From Pr Month		15-16	16-17	From Pr Month		15-16	16-17
BATES	ENR	148	151			147	153	2		147	148	-5		146	149	1		145	137	-12		144	148	11		144	152
	ADA	146	149	98.7%		146	147		96.1%	143	146		98.6%	143	143		96.0%	137	146		106.6%	134	139		93.9%	140	146
CLARKSBURG (7th & 8th Gr)	ENR	147	177			146	176	-1		145	172	-4		144	171	-1		146	165	-6		144	172	7		143	174
	ADA	144	171	96.6%		143	171		97.2%	141	168		97.7%	139	165		96.5%	140	165		100.0%	130	160		93.0%	137	167
ISLETON	ENR	153	173			156	176	3		159	173	-3		159	172	-1		157	170	-2		150	171	1		156	169
	ADA	148	166	96.0%		147	167		94.9%	150	166		96.0%	152	165		95.9%	142	162		95.3%	153	159		93.0%	150	160
RIVERVIEW	ENR	284	244			283	245	1		284	244	-1		283	242	-2		284	242	0		284	243	1		279	245
	ADA	282	236	96.7%		281	237		96.7%	278	232		95.1%	276	232		95.9%	270	231		95.5%	273	221		90.9%	272	234
WALNUT GROVE	ENR	168	168			164	170	2		159	170	0		160	168	-2		158	167	-1		158	170	3		161	169
	ADA	164	165	98.2%		159	162		95.3%	157	161		94.7%	154	164		97.6%	147	160		95.8%	149	151		88.8%	151	157
D.H. WHITE	ENR	365	363			373	359	-4		370	354	-5		369	352	-2		369	338	-14		364	345	7		367	347
	ADA	356	345	95.0%		358	340		94.7%	362	339		95.8%	355	338		96.0%	343	328		97.0%	350	317		91.9%	345	322
ELEMENTARY SUB TOTAL	ENR	1,265	1,276			1,269	1,279	3		1,264	1,261	-18		1,261	1,254	-7		1,259	1,219	-35		1,244	1,249	30		1,250	1,256
	ADA	1,240	1,232			1,234	1,224			1,231	1,212			1,219	1,207			1,179	1,192			1,189	1,147			1,195	1,186
CLARKSBURG (9th Grade)	ENR	69	58			67	58	0		69	58	0		67	58	0		68	55	-3		68	57	2		66	57
	ADA	67	57	98.3%		67	56		96.6%	65	57		98.3%	65	56		96.6%	65	56		101.8%	64	51		89.5%	63	55
DELTA HIGH	ENR	208	190			210	190	0		207	189	-1		207	188	-1		207	177	-11		206	189	12		205	187
	ADA	203	185	97.4%		200	182		95.8%	199	181		95.8%	197	180		95.7%	195	179		101.1%	198	174		92.1%	196	174
RIO VISTA HIGH	ENR	387	377			385	373	-4		381	381	8		382	370	-11		377	363	-7		372	373	10		377	376
	ADA	373	365	96.8%		364	360		96.5%	363	361		94.8%	359	357		96.5%	353	357		98.3%	359	345		92.5%	355	352
HIGH SCHOOL SUB TOTAL	ENR	664	625			662	621	-4		657	628	7		656	616	-12		652	595	-21		646	619	24		648	620
	ADA	643	607			631	598			627	599			621	593			613	592			621	570			614	581
Mokelumne High (Continuation)	ENR	18	18			19	17	-1		20	12	-5		20	13	1		18	9	-4		23	11	2		22	12
	ADA	14	15			15	13			15	9			15	11			13	10			18	7			17	9
River Delta High/Elem (Alternative)	ENR	10	10			12	15	5		13	14	-1		16	16	2		16	16	0		15	17	1		16	18
	ADA	7	9			7	10			7	9			9	10			12	12			12	11			10	13
Community Day	ENR	5	5			6	4	-1		8	5	1		8	6	1		8	5	-1		6	6	1		5	4
	ADA	5	4			5	4			5	4			6	5			7	5			5	5			4	4
TOTAL K-12 LCFF Funded	ENR	1,962	1,934			1,968	1,936	2		1,962	1,920	-16		1,961	1,905	-15		1,953	1,844	-61		1,934	1,902	58		1,941	1,910
	ADA	1,909	1,867			1,892	1,849			1,885	1,833			1,870	1,826			1,824	1,811			1,845	1,740			1,840	1,793
Wind River- Adult Ed	ENR	17	13			38	19	6		74	30	11		88	31	1		89	25	-6		88	27	2		105	33
TOTAL DISTRICT	ENR	1,979	1,947			2,006	1,955	8		2,036	1,950	-5		2,049	1,936	-14		2,042	1,869	-67		2,022	1,929	60		2,046	1,943

SITE	Incr/Decr From Pr Month	% of ADA	MAR		Incr/Decr From Pr Month	% of ADA	APR		Incr/Decr From Pr Month	% of ADA	MAY		Incr/Decr From Pr Month	% of ADA
			15-16	16-17			15-16	16-17			15-16	16-17		
BATES	ENR	4	141	151	-1		139	152	1		139	152	0	
	ADA		96.1%	137	146		96.7%	136	147		96.7%	133	148	97.4%
CLARKSBURG (7th & 8th Gr)	ENR	2	144	174	0		146	174	0		145	175	1	
	ADA		96.0%	139	166		95.4%	141	169		97.1%	140	167	95.4%
ISLETON	ENR	-2	160	168	-1		159	170	2		162	160	-10	
	ADA		94.7%	153	161		95.8%	154	163		95.9%	155	157	98.1%
RIVERVIEW	ENR	2	280	247	2		282	247	0		280	244	-3	
	ADA		95.5%	273	235		95.1%	270	241		97.6%	268	237	97.1%
WALNUT GROVE	ENR	-1	165	171	2		168	172	1		169	172	0	
	ADA		92.9%	155	164		95.9%	161	164		95.3%	162	165	95.9%
D.H. WHITE	ENR	2	368	355	8		369	354	-1		367	356	2	
	ADA		92.8%	352	330		93.0%	355	336		94.9%	356	330	92.7%
ELEMENTARY SUB TOTAL	ENR	7	1,258	1,266	10		1,263	1,269	3		1,262	1,259	-10	
	ADA		1,209	1,202			1,217	1,220			1,214	1,204		
CLARKSBURG (9th Grade)	ENR	0	64	57	0		64	57	0		65	57	0	
	ADA		96.5%	61	55		96.5%	62	55		96.5%	63	55	96.5%
DELTA HIGH	ENR	-2	206	184	-3		205	183	-1		199	183	0	
	ADA		93.0%	194	174		94.6%	190	174		95.1%	189	171	93.4%
RIO VISTA HIGH	ENR	3	378	374	-2		378	374	0		377	368	-6	
	ADA		93.6%	359	357		95.5%	359	349		93.3%	357	347	94.3%
HIGH SCHOOL SUB TOTAL	ENR	1	648	615	-5		647	614	-1		641	608	-6	
	ADA		614	586			611	578			609	573		
Mokelumne High (Continuation)	ENR	1	22	15	3		18	14	-1		16	12	-2	
	ADA		16	12			14	12			13	11		
River Delta High/Elem (Alternative)	ENR	1	17	20	2		17	19	-1		17	20	1	
	ADA		12	15			11	14			12	14		
Community Day	ENR	-2	6	4	0		6	4	0		4	5	1	
	ADA		4	5			5	4			4	4		
TOTAL K-12 LCFF Funded	ENR	8	1,951	1,920	10		1,951	1,920	0		1,940	1,904	-16	
	ADA		1,855	1,820			1,858	1,828			1,852	1,806		
Wind River- Adult Ed	ENR	6	61	47	14		64	47	0		39	40	-7	
TOTAL DISTRICT	ENR	14	2,012	1,967	24		2,015	1,967	0		1,979	1,944	-23	

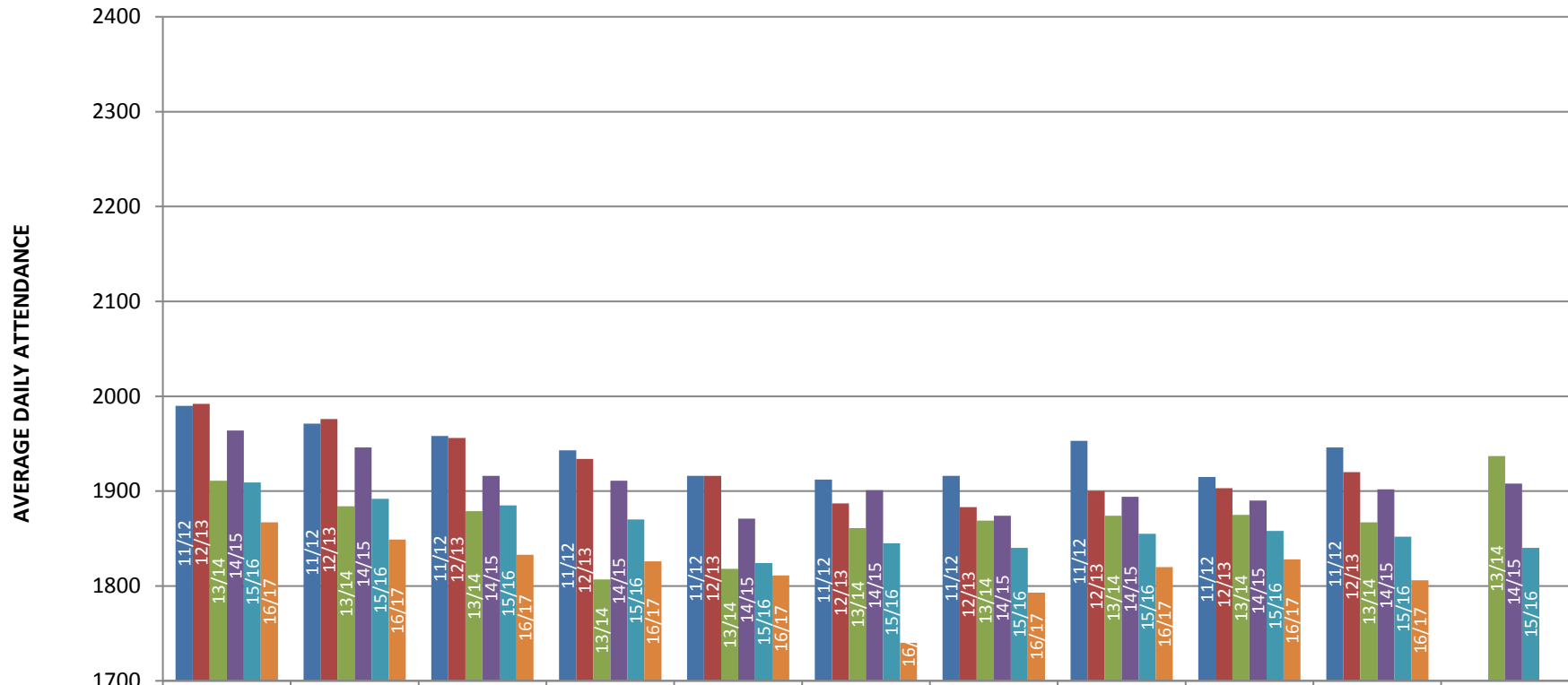
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
■ 11/12	2052	2049	2045	2035	2027	2032	2045	2034	2001	2025	
■ 12/13	2047	2037	2020	2011	1994	1991	1997	1983	2000	2002	
■ 13/14	1959	1947	1960	1961	1954	1950	1967	1969	1979	1954	1975
■ 14/15	2025	2012	2012	2002	2011	1994	2000	2004	2008	2003	1999
■ 15/16	1962	1968	1962	1961	1953	1934	1941	1951	1951	1940	1929
■ 16/17	1934	1936	1920	1905	1844	1902	1910	1920	1920	1904	

SCHOOL MONTH

ACTUAL ATTENDANCE



	1	2	3	4	5	6	7	8	9	10	11
■ 11/12	1990	1971	1958	1943	1916	1912	1916	1953	1915	1946	
■ 12/13	1992	1976	1956	1934	1916	1887	1883	1900	1903	1920	
■ 13/14	1911	1884	1879	1807	1818	1861	1869	1874	1875	1867	1937
■ 14/15	1964	1946	1916	1911	1871	1901	1874	1894	1890	1902	1908
■ 15/16	1909	1892	1885	1870	1824	1845	1840	1855	1858	1852	1840
■ 16/17	1867	1849	1833	1826	1811	1740	1793	1820	1828	1806	

SCHOOL MONTH

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017 Attachments: X

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

SUBJECT Monthly Financial Report Action: _____
Consent Action: _____
Information Only: X

Background:

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

This report does not include any encumbered expenditures.

Status:

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost &/or Funding Sources

Not Applicable

Recommendation:

That the Board receives the Monthly Financial report as submitted.

Time: 5 mins.

River Delta Unified School District
 2016-17 Working Budget vs. Actuals Report
 May 31, 2017

Working Budget						Actuals thru: 4/30/2017					
	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	3,584,303	16,113,707	16,018,092	3,679,918	19,399,501	(1,720,732)	17,678,769	109.71%	13,811,971	86.23%	
Restricted	634,002	6,703,062	7,043,770	293,294	2,712,634		2,712,634	40.47%	4,782,385	67.90%	
Combined	4,218,306	22,816,769	23,061,862	3,973,213	22,112,135	(1,720,732)	20,391,403	89.37%	18,594,356	80.63%	
<i>Dry Period Financing</i>					-		-				
General Fund - Fund Balance %	17.23%	<i>Represents Ending Balances divided by Budget Expenses (D/C)</i>									
Other Funds											
Adult Ed. (11)	32,403	78,275	110,678	0	71,385		71,385	91.20%	70,148	63.38%	
Cafeteria (13)	109,033	951,748	926,802	133,979	735,571		735,571	77.29%	766,601	82.71%	
Sp. Res-Other than Cap. Outlay (17)	67,506	450	-	67,956	305		305	67.78%	-	0.00%	
Bond Fund (21)	1,014,516	29,000	260,662	782,854	35,056		35,056	120.88%	211,478	81.13%	
Bond Fund- SFID #1 South (22)	375,242	2,500	259,642	118,100	1,418		1,418	56.72%	259,641	100.00%	
Bond Fund - SFID #2 North (23)	96,774	28,760	42,795	82,739	420		420	1.46%	27,055	63.22%	
Developer Fees (25)	49,700	245,284	250,355	44,629	103,777		103,777	42.31%	247,011	98.66%	
County School Facilities (35)	1,489,129	7,770	1,489,129	7,770	2,100		2,100	27.03%	1,489,129	100.00%	
Capital Projects (49)	35,898	230	3,932	32,196	161		161	70.00%	1,966	49.99%	

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

BOARD AGENDA BRIEFING

Meeting Date: 06-13-17

Attachments: X

From: Craig Hamblin

Item Number: 9.2.3

SUBJECT Monthly M.O.T. Information Report

Action: _____

Consent Action: _____

Information Only: X

Background:

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

Status:

See attached monthly report for the period of May 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
June 13, 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**
 - Replaced lumber on front quad bench - \$114.37

- **Clarksburg Middle School**
 - Replaced inducer fan motor in Room 12 - \$220.18
 - Repaired HVAC condenser in Room 12 - \$141.78
 - Repaired AC in Room 6 - \$120.89
 - CMS and DECS septic issues - \$1,751.60

- **Delta High School**
 - Repaired AC units in Rooms A709, A706, A707 - \$218.03

- **D.H. White Elementary School**
 - Replaced ballasts in Room 1 - \$122.50
 - Repaired irrigation system - \$1,513.12
 - Repaired walk-in refrigerator - \$472.79

- **Rio Vista High School**
 - Repaired HVAC unit in Bldg. E - \$472.31
 - Repair/replace bleacher boards - \$1,056.21
 - Set up stage for graduation - \$109.86
 - Repaired outside freezer - \$541.09

- **Riverview Middle School**
 - Repaired irrigation control box - \$354.56
 - Repaired chiller in Bldg. E - \$110.80
 - Replaced compressor pump - \$566.59
 - Repaired chiller - \$577.91

- **Walnut Grove Elementary School**
 - Replaced AC unit in Room 6 – \$658.32
 - Repaired chiller unit in Bldg. B - \$315.84
 - Roof repairs - \$14,695.00

- **Maintenance District Wide**
 - Purchased and picked up trailer for tractor - \$3,001.09

- **District Office**
 - Repaired breaker in personnel room - \$141.14

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: X

From: Kathy Wright, RDUSD Educational Services

Item #: 9.6

SUBJECT

Action:

Consent Action:

Request to approve the Title III LEA Plan for the 2017-2018 school year.

Information Only: X

Background & Status:

The US Department of Education distributes and monitors the use of Title III funds. Prior to the 2017-2018 school year all Local Educational Agencies (LEA) were required to complete and approve a plan to describe how Title III funds were being used. The USDE has granted California permission to embed the action steps for the use of Title III funds into the Local Control and Accountability Plan (LCAP) and attach the completed Title III Plan template. The goal-action steps in the LCAP associated with the Title III funds are Goals 1-10 & 1-11.

Presenter: Kathy Wright

Cost &/or Funding Sources (be specific):

\$0.00

Recommendation:

Approve the use of Title III allocated to River Delta Unified School District as stated in the LCAP.

Time: 2 mins.

Title III LEA Plan Performance Goal 2

All limited English proficient (LEP) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

CDS Code: 34-67413 LEA Name: River Delta Unified School District Title III Improvement Status: Year 2

Fiscal Year: 2017-2018 LEP Amount Eligibility: 55,929.00 Immigrant Amount Eligibility: 2,342.00

Plan to Provide Services for Limited English Proficient Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How the LEA will:

A. Required Content	<p>Implement programs and activities in accordance with Title III RDUSD will continue to provide intervention and remediation for all EL students in our district who are not yet proficient. Appropriate supplemental curriculum will be provided and professional development will be provided to ensure implementation is effective and done with fidelity. Parental involvement and input will be regularly solicited through advisory meetings both formally and informally at each school site and at the district level.</p>
	<p>Use the subgrant funds to meet all annual measurable achievement objectives (AMAOs) ELD specialists will be provided on all school sites to ensure students are making progress towards meeting all AMAOs districtwide and an administrator has the assignment of monitoring this program and its implementation.</p>
	<p>Hold the school sites accountable All school site's Site Council will monitor programming on campuses and ensure the SPSA plan includes program components and fiscal supports are identified and managed appropriately. The local ELACs will have active involvement in providing feedback to the Title 3 programs on campuses. The Director of Educational Services and the ELD District Coordinator will monitor program implementation at the site level in coordination with site administration.</p>

	<p>Promote parental and community participation in programs for ELs Administration as well as the ELD specialists and/or ELAC will develop regular meeting topics and agendas that are of high interest to parents of our EL Students as indicated through the EL parent survey and feedback from the ELAC, DELAC and LCAP advisory meetings. Ongoing district and site newsletters in English and Spanish with site and district level activities as well as ensure all required communication is sent to families in a timely manner.</p>				
<p>How the LEA will:</p>	<p>Persons Involved/ Timeline</p>	<p>Related Expenditures</p>	<p>Estimated Cost</p>	<p>Funding Source (LEP, Immigrant, or other)</p>	
<p>B. Required Content</p>	<p>Provide high quality language instruction Effective instructional strategies will be used in all content areas including intensified instruction at each site as appropriate focused on improving language acquisition and student achievement. ELD teachers will provide professional development opportunities for all staff during Wednesday staff development meetings, preservice trainings and in class support coaching for all content area teachers.</p>	<p>Site administration/ Director of Ed. Services Ongoing year long</p>	<p>ELD Specialists salaries</p>	<p>54,810.42 (This is .22 of the salary for 4 ELD Specialists.)</p>	<p>LEP</p>
	<p>Provide high quality professional development RDUSD will continue to provide professional development and in depth support on ELD standards and CCSS implementation for ELS which will be facilitated by our ELD specialists. RDUSD will continue to train all teachers in GLAD strategies and a team will attend CAFE 2017 and Kate Kinsella trainings throughout the year.</p>	<p>ELD specialists, site administration, Director of Ed. Services</p>	<p>Conference/travel costs, release time, supplies</p>	<p>12,000.00</p>	<p>LCFF Funding</p>

C. Required for Year 2	Goal 2 Improvement Plan Addendum* (IPA) for items A-B: Please describe the factors contributing to failure to meet AMAO target(s). Lack of districtwide targeted instructional intervention for ELs, lack of identification of skill deficits and programming to meet the needs of ELs based on data from multiple measures, minimal professional development for teachers on effective language instruction and differentiation strategies to meet the needs of diverse learners.				
	D. Required for Year 4	Goal 2 IPA* for items A-B: Please describe the factors contributing to failure to meet AMAO target(s).			
Please describe all required modifications to curriculum, program, and method of instruction. N/A		N/A	N/A	N/A	N/A

*Please ensure the Needs Assessment is submitted if LEA is in improvement status Year 2 or beyond.

LEAs receiving or planning to receive Title III LEP funding may include allowable activities.	Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
---	-------------------------------	----------------------	----------------	----------------

E. Allowable Activities	<p>Describe all allowable activities chosen by LEA relating to: Supplementary services as part of the language instruction program for LEP students</p> <ul style="list-style-type: none"> • RDUSD will monitor student progress and implement supplemental services designed for LTEL students to provide relevant, current data to the ELD teachers at the elementary and high schools in order for them to make decisions about future professional development opportunities and instructional design and delivery for the LTEL courses. Courses specifically designed for LTEL classes will be provided at both high schools. • RDUSD will provide math instructional supports for ELs who are not yet proficient in math. • RDUSD will provide training and support on ELD standards and CCSS in math and ELA for ELS through ELD teachers during Wednesday staff development meetings, preservice trainings and in class support coaching for all content area teachers. • Provide meaningful and varied opportunities for parents to be involved with supporting their child’s academic achievement. • RDUSD will develop meeting topics that are of interest to parents of EL students, as indicated through the EL parent survey and feedback from ELAC and DELAC meetings. • Increase family involvement through early outreach to EL families of 0-5 year olds through partnership with RDUSD First 5 and Migrant Education. • RDUSD will continue to provide required communications to parents in a timely manner in English and Spanish. • RDUSD high school counselors will meet with all ELs and their parents to support the development and monitoring of graduation plans and provide exposure for career and college options. 	<p>ELD Specialists</p> <p>Counselors</p> <p>Site Administration</p> <p>Director of Educational Services</p>	<p>ELD Specialists’ salaries</p> <p>No related costs</p> <p>No related costs</p> <p>No related costs</p>	<p>54,810.42</p> <p>(This is the same figure as in Section B: Required Content.)</p>	<p>LEP</p>
-------------------------	--	---	--	--	------------

F. LEP Overall Budget		LEP 2% for Administrative/Indirect Costs:		1,118.58	
		LEP Estimated Costs Total:		55,929.00	

Plan to Provide Services for Immigrant Students

Please complete this table <u>IF</u> the LEA is receiving or planning to receive Title III Immigrant funding.		Persons Involved/ Timeline	Related Expenditures	Estimated Cost	Funding Source
G. Allowable Activities	<p>Describe all allowable activities chosen by LEA relating to: Enhanced instructional opportunities to immigrant students and their families</p> <p>RDUSD will provide a bilingual family liaison for the Immigrant families so that their educational needs can be communicated and fulfilled in a timely manner.</p>	<p>Bilingual Teacher</p> <p>Director of Educational Services</p>	<p>1,873.60</p> <p>(This is additional compensation.)</p>	1,873.60	LEP-Immigrant
H. Immigrant Overall Budget		Immigrant Administrative/Indirect Costs:		468.40	
		Immigrant Estimated Costs Total:		2,342.00	

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Don Beno, Superintendent

Item Number: 10.1

SUBJECT Request to approve the minutes of the Board of Trustee's meeting held on May 9, 2017.

Action: _____
Consent Action: x____
Information Only: _____

Background:

Attached are the minutes for the Board of Trustee's meetings held on:
May 9, 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

May 9, 2017

1. **Call Open Session to Order** – Board Vice President Olson called the Open Session of the meeting of the Board of Trustees to order at 5:36 p.m. on May 9, 2017, at Clarksburg Middle School, Clarksburg, California.

2. **Roll Call of Members:**

Alicia Fernandez, President (absent)
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 Olson 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 Vice President Olson asked for a motion to adjourn the meeting to Closed Session @ 5:40 pm

Member Bettencourt moved to approve, Member Riley seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)

5. **Open Session was reconvened at 6:35 pm**

5.1 Roll was retaken, Members Fernandez, Donnelly and Elliott were absent and all other members were present.

Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.

5.2 The Pledge of Allegiance was led by Kathy Wright, Director of Educational Services

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

Board Vice President Olson reported that the Board did not take any actions during closed session:

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

Member Bettencourt moved to approve, Member Riley seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)

8. **Public Comment:** The district's food services representative from Sodexo, Calvin Pettigrew, informed the board of the recycling program which he will be piloting at D.H. White Elementary School next school year. If the program is successful he plans to integrate the program throughout the district within the next few years.

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 Riley reported that she and Member Donnelly attended the Northern California Bus Drivers Awards Ceremony in Rio Vista where they honored one of our district's bus drivers. Member Riley also had the pleasure of attending the athletics and academics awards ceremonies at Rio Vista High School. Member Olson mentioned that he also attended the academic awards ceremony at Rio Vista High School and he was impressed at the grade point averages of the students. Mr. Olson was very happy to see that block letters were awarded for high grade point averages.

9.1.2 Committee Report(s): None to report

9.1.3 Superintendent Beno's report(s) – Mr. Beno thanked Shirley Owens for all her efforts in writing the school bus grant which the district was fortunate to receive, and for working on another grant. Mr. Beno mentioned that the bus driver's award ceremony was amazing and well attended. Mr. Beno said that five CHP officers attended the ceremony, the second in command apologized because his supervisor who was scheduled to give out the award was unable to attend. Mr. Beno thanked Shirley for nominated Tina Lopez for this award. Member Olson announced that he had watched a news broadcast of the interview with Ms. Lopez.

Jennifer Gaston gave the promotion and graduation schedules to the Board members and asked if they would contact her with the ceremonies they would be attending.

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

- 9.2.1 ADA/Enrollment Report - Elizabeth Keema-Aston mentioned that at the last Board meeting the Board President asked how the district's projections were looking in comparison to the P-2 report. Ms. Keema-Aston reported that the reported P-2 attendance was 14.95 less than projected. Ms. Keema-Aston hopes that the emergency waivers submitted during the winter storms will be approved and the district will regain part of this loss. The dollar equivalent to the 14.95 loss in ADA is roughly \$140,000.
- 9.2.2 Monthly Financial Report - Elizabeth Keema-Aston reported as submitted.
- 9.2.3 Maintenance, Operations & Transportation Update - Craig Hamblin thanked Shirley Owens for writing the bus grants, training the drivers, driving the busses when needed and for her all around efforts making the transportation department run smoothly.

Transportation assistant Shirley Owens gave the Board a quick transportation department update and told them the story on why she nominated Tina Lopez for Bus Driver of the Year and of her heroic efforts while on duty. Member Maghoney thanked Shirley for all her efforts.

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

- 9.3.1 Educational Services and Special Education Updates – Kathy Wright reported that the Educational Services Department is working very hard on completing its part of the 2017-18 LCAP to submit to the county office for review. Ms. Wright informed the Board that she has been working with the IT department and Marcy Rossi (TOSA) to make an implementation plan for the district which provides information to the principals so they can relay to staff members regarding IT related matters in the district. Ms. Wright mentioned that there are a lot of professional development opportunities over the summer for the teachers to attend on a volunteer basis.
- 9.3.2 Presentation given by the Agricultural Discovery students from Clarksburg Middle Schools – Charles VanRiper introduced the AG Discovery students from Clarksburg Middle School. James Gray and Emma Serpa introduced themselves and described activates and leadership roles they experienced while being a part of the Agriculture Discovery Program.
- 9.3.3 Receive presentation of the District Schools' Single Plan for Student Achievement for school year 2017-2018 presented by Nick Casey, Principal of D.H. White Elementary School. Mr. Casey pointing out the current successes at D.H. White Elementary School such as the after school enrichment program. The enrichment program targeted areas such as fine arts, music and yoga. The feedback Mr. Casey received from the parents was very positive and they plan on continuing the enrichment program in the 2017-18 school year. Mr. Casey mentioned other successes during the 2016-17 school year and planned improvements for the upcoming year. A few improvements to be implemented in the 2017-18 school year will be an enrichment program that will focus on English Language Arts and Mathematics and a mentoring program pairing a new teacher and a veteran teacher who will provide support and guidance. Mr. Beno thanked Mr. Casey for the collaborative nature that he has instilled with the staff which has led to academic improvements.

10. Consent Calendar

- 10.1 Approve Board Minutes
Regular Meeting of the Board, April 18, 2017
- 10.2 Receive and Approve Monthly Personnel Reports
As of May 9, 2017
- 10.3 District's Monthly Expenditure Report
April 2017
- 10.4 Request approval for Vicky Turk, Brian Fonseca and Stacy Knisley as Rio Vista High School's Representative to the CIF League for 2017-2018 and Laura Uslan and Katherine Ingalls as Delta High School's Representative to the CIF League for 2017-2018 – Vicky Turk and Laura Uslan
- 10.5 Request approval for site principals at Delta High and Rio Vista High Schools to authorize and approve overnight travel within the State of California for athletic and academic programs for the 2017-2018 school year – Vicky Turk and Laura Uslan
- 10.6 Request to approve the Service Contract with Ryland School Business Consulting for various Financial and Business Office Services, Not exceed \$8,000 – Unrestricted General Funds – Elizabeth Keema-Aston
- 10.7 Request approval of D.H. White Elementary School's 2017-18 Single Plan for Student Achievement – Nick Casey
- 10.8 Request to approve the Memorandum of Understanding for district participation in the Sly Park program for the 2017-2018 school year – Don Beno
- 10.9 Request to approve the Professional Expert Agreement with Linda Van DeMaele to provide health services and instruction for the 2017-2018 school year at a cost not to exceed \$9000, General Fund – Kathy Wright
- 10.10 Request for out of state travel for Kathy Wright and Noelle Gomes to attend the AVID Summer Institute on June 26th
–
June 28th, 2017 in Orlando, FL, cost not to exceed \$3000, General Fund – Kathy Wright

- 10.11 Request to approve the purchase of Math and You textbooks for the Practical Math class at Rio Vista High and Delta High School at a cost not to exceed \$16,500, Educational Services Funds – Kathy Wright
- 10.12 Request to approve the purchase of 164 Chromebooks and 5 Chromebook carts at a cost not to exceed \$51,748.25
- 10.13 Request to approve the fund raising event “Bottled Water Sales” to benefit Riverview Middle School students attending the CADA Leadership Camp – Sonia Rambo
- 10.14 Donations to Receive and Acknowledge:
Riverview Middle School – AYSO Soccer League – Miscellaneous soccer equipment
Rio Vista High School – Joseph Turk Memorial Scholarship Fund
 Nancy Holt
 Maria Elena Becerra
 Loretta Abbott
Rio Vista High School – Swimming Team
 Petals on Main - \$70
 Rio Vista Lions Club - \$1500

Member Bettencourt moved to approve, Member Riley seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)

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

11. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and or Exhibits due to new legislations or mandated language and citation revisions as of December 2017 – Don Beno
Member Bettencourt moved to approve, Member Olson seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
12. Request approval of Change Orders #1 for the Walnut Grove Elementary School – Restroom Accessibility Upgrades 2016 – Elizabeth Keema-Aston, Chief Business Officer and Craig Hamblin, Dir. Of Maintenance, Operations and Transportation
Member Maghoney moved to approve, Member Riley seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
13. Request the approval to file a Notice of Completion for the Walnut Grove Elementary School, Restroom Accessibility Upgrades 2016 – Elizabeth Keema-Aston, Chief Business Officer and Craig Hamblin, Dir. Of Maintenance, Operations and Transportation
Member Bettencourt moved to approve, Member Maghoney seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
14. Request to approve lease amendment #2 with Head Start/SETA for preschool programming on Walnut Grove Elementary School's campus in the fall of 2017 – Elizabeth Keema-Aston
Member Riley moved to approve, Member Maghoney seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
15. Request to approve the Bates Elementary and Mokelumne High Schools’ list of outdated computers and electronics as surplus and deem as zero monetary value – Maria Elena Becerra
Member Maghoney moved to approve, Member Riley seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
16. Request for the approval of Resolution # 730 Authorizing FY 2016-2017 expenditures from Educational Protection Act Funds (Proposition 30) – Elizabeth Keema-Aston, Chief Business Officer
Member Bettencourt moved to approve, Member Maghoney seconded. Motion carried by roll call vote: 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
17. Re-Adjourn to continue Closed Session was not necessary.
18. Adjournment: There being no further business before the Board, Board Vice President Olson asked for a motion to adjourn.
Member Riley moved to approve, Member Maghoney seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
19. The meeting was adjourned at 7:19 p.m.

Submitted:

Approved:

 Don Beno, Superintendent and Secretary to the Board of Trustees

 Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
 End

BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: June 13, 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: _____

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT
DATE: June 13, 2017

NAME	SCHOOL OR DEPARTMENT	NEW OR CURRENT POSITION	TRANSACTION, EFFECTIVE AT
			*CLOSE OF THE DAY
			**BEGINNING OF THE DAY
ADMINISTRATIVE			
CERTIFICATED			
Carley Schimmelman	Walnut Grove Elementary	Teacher 1.0 FTE	Hired effective **8/4/17 (Vice Mary Ann Mize)
Erin Sadler	Clarksburg Middle/Delta High	Science Teacher 1.0 FTE	Resigned effective *6/2/17
Alexander Kel-Artinian	Rio Vista High	Math Teacher 1.0 FTE	Hired effective **8/4/17 (Vice Jim Treleaven)
Heather Mason	Rio Vista High	English Teacher 1.0 FTE	Hired effective **8/4/17 (Vice Sarah Bullock)
Naomi Elliott	Clarksburg Middle/Delta High	Science Teacher 1.0 FTE	Hired effective **8/4/17 (Vice Erin Sadler)
Sukhpal (Paul) Dahliwal	Clarksburg Middle/Delta High	Math Teacher 1.0 FTE	Hired effective **8/4/17 (Vice Sydney Iturran)
Cassandra Rodriguez	Clarksburg Middle/Delta High	Math Teacher 1.0 FTE	Hired effective **8/4/17 (Vice Josiah Tingey)
John Allerson	Walnut Grove Elementary	Teacher 1.0 FTE	Retiring effective *6/2/17
Sandra Gifford	D.H. White School	Teacher 1.0 FTE	Resigning effective *6/2/17
Kate Clark	Districtwide	School Psychologist 1.0 FTE	Hired effective **8/1/17 (Christine Stephens)
CLASSIFIED			
Corin Silva	Transportation	Bus Driver	Retiring effective *6/2/17
Corin Silva	Isleton Elementary	Food Service Worker I 1.5 hrs/day	Retiring effective *6/2/17
Dayna Schilling	Delta High School	Inst. Asst. III 5.5 hrs/day	Retiring effective *6/2/17
Dayna Schilling	Delta High School	Inst. Asst. II 1.0 hr/day	Retiring effective *6/2/17
Andrea Gomez-Lopez	Bates Elementary	Inst. Asst. III 5.5 hrs/day	Resigning effective *6/2/17
Andrea Gomez-Lopez	Bates Elementary	Inst. Asst. I 1.0 hr/day	Resigning effective *6/2/17
Stephanie Cachero	Walnut Grove Elementary	Inst. Asst. I 1.0 hr/day	Resigning effective *6/2/17

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item No.: 10.3

Action Item:

Consent Action: X

Information Only:

SUBJECT: Approve Monthly Expenditure Summary

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

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost and/or Funding Sources:

Not Applicable

Recommendation:

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

Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Wed, May 31, 2017, 10:09 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003556 A-Z BUS SALES 3418 52ND STREET SACRAMENTO, CA 95823	474.91	TRANS PARTS	05/23/2017	17347860 PO-170229	474.91	N
		TRANS PARTS	05/23/2017	17347860 PO-170229	1.65	N
		TRANS PARTS	05/23/2017	17347860 PO-170229	1.65	N
(951) 781-7188						N
011236 ADVANCE KIDS 1300 ETHAN WAY SUITE 500 SACRAMENTO, CA 95825	4,010.00	64073 SP ED AIDE	05/09/2017	17345391 PO-170979	400.00	N
		64624 SP ED AIDE	05/25/2017	17348399 PO-170979	3,610.00	N
(916) 363-6103						N
010339 ANDERSON, PAULA 15639 ISLETON ROAD ISLETON, CA 95641	52.43	ISLE MILEAGE	05/16/2017	17346620 TC-170286	52.43	N
() -						N
003580 APALIT, LIGAYA 614 W. TYLER ISLAND BRIDGE RD. ISLETON, CA 95641	52.92	ISLE MILEAGE	05/16/2017	17346621 TC-170287	52.92	N
(916) 777-5410						N
014529 APPLE EDUCATION 5300 RIATA PARK CRT. BLDG C AUSITN, TX 78727	340.49	4433573760 BATES ADAPTERS	05/02/2017	17344356 PO-170996	340.49	N
(512) 674-6821						N
014315 APS ENVIRONMENTAL, INC. 6643 32ND STREET STE 101 NORTH HIGHLANDS, CA 95660	1,188.00	9637A RVHS AG TANK CLEAN OUT	05/25/2017	17348389 PO-170768	1,188.00	N
(916) 348-2800						N
014535 ASBURY ENVIRONMENTAL SERVICES 9302 GARFIELD AVE	120.00	179527 USED OIL PICKUP	05/09/2017	17345420 PV-170579	120.00	N

SOUTH GATE, CA 90280

(0) - 0 N

ASP 2 WAY RADIOS	05/16/2017	17346572	PO-171168	984.00	N
ASP 2 WAY RADIOS	05/16/2017	17346572	PO-171168	79.95-	N
ASP CAMERAS	05/16/2017	17346572	PO-171171	710.64	N
RVHS DEFIRILLATOR PROGRAM	05/16/2017	17346606	PV-170602	225.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013503 BARTELS, JACOB 46 SO. THIRD ST "C" RIO VISTA, CA 94571 () - N	20.00	MAINT BRIDGE TOLL REIMB	05/09/2017	17345448 TC-170268	20.00	N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553 (209) 465-1986 N BALCO HOLDINGS	245.00	DO ALARM	05/09/2017	17345421 PV-170564	245.00	N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680 (0) - 0 N	329.00	ASP SUPPLIES ASP MILEAGE ASP MILEAGE ASP MILEAGE	05/11/2017 05/25/2017 05/25/2017 05/25/2017	17346094 PO-170297 17348411 TC-170299 17348411 TC-170299 17348411 TC-170299	23.03 101.99 101.99 101.99	N N N N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615 () - N	243.95	BATES SUPPLIES	05/16/2017	17346589 PO-171119	243.95	N
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492 (707) 837-7407 N	34,962.55	1865 PROJ#146 MAGNOLIA	05/09/2017	17345422 PV-170569	34,962.55	N
012886 BROWN, MALLORY 39460 S RIVER ROAD CLARKSBURG, CA 95612 () - N	201.12	ASP SUPPLIES ASP BOOST REIMB	05/25/2017 05/25/2017	17348391 PO-170556 17348412 TC-170300	95.78 105.34	N N
014614 BUCKMASTER 623 W. STADIUM LANE	355.65	331524/330855 DHS INK 331844 DHS PRINTER INK	05/09/2017 05/18/2017	17345392 PO-171028 17347211 PO-171028	216.47 139.18	N N

SACRAMENTO, CA 95834

(916) 923-0500

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014632 BULK OFFICE SUPPLY PO BOX 470 HEWLETT, NY 11557 (800) 658-7422 N	1,698.10	275139 ASP SUPPLIES	05/18/2017	17347197 PO-171161	1,698.10	N
014282 BULLOCK, SARAH 2745 13TH STREET SACRAMENTO, CA 95818 (916) 537-4558 N	194.13	RVHS SUPPLIES	05/11/2017	17346091 PO-171098	194.13	N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928 N	165,574.15	BW06817 TRANS BUS	05/02/2017	17344357 PO-170956	165,574.15	N
010825 CABA 16033 E SAN BERNARDINO ROAD COVINA, CA 91722-3900 (626) 814-4441 N	735.00	A17724 BATES CABA REGIST A17724 BATES CABA REGIST	05/18/2017 05/18/2017	17347198 PO-170904 17347198 PO-170904	500.00 235.00	N N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 N	615.29	ISLE WATER SERV ISLE WATER SERV ISLE WATER	05/09/2017 05/09/2017 05/16/2017	17345423 PV-170586 17345423 PV-170586 17346607 PV-170600	151.33 216.96 247.00	N N N
003294 CALIFORNIA ASSOCIATION FFA P.O. BOX 460 GALT, CA 95632 (209) 744-1600 N	250.00	DHS AG STATE CONVENTION REG	05/11/2017	17346100 PV-170589	250.00	N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981	428.25	ZBA006 BATES WATER ZWA010 WG DRINKING WATER	05/09/2017 05/09/2017	17345393 PO-170740 17345393 PO-170911	69.50 76.00	7 7

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

(916) 776-1544

Y

ZR1007 RMS WATER
ZBA006 BATES WATER
ZM0002 MOKE WATER

05/23/2017 17347861 PO-170055
05/23/2017 17347861 PO-170740
05/23/2017 17347861 PO-171121

76.25 7
43.25 7
163.25 7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742	140.00	7042314/15 MAINT WATER TESTING 7051166 MAINT WATER	05/09/2017 05/23/2017	17345394 PO-170266 17347862 PO-170266	112.00 28.00	N N
() - N GLOBAL LABS IN						
013184 CALIFORNIA PUBLIC EMPLOYEE'S CASHIERING UNIT PO BOX 942703 SACRAMENTO, CA 94229-2703	3,143.98	JUNE 2017 ADMIN COST RETIREES JUNE 2017 ADMIN COST RETIREES JUNE 2017 ADMIN COST RETIREES JUNE 2017 ADMIN COST RETIREES JUNE 2017 ADMIN COST ACT. EMPL JUNE 2017 ADMIN COST ACT. EMPL JUNE 2017 ADMIN COST ACT. EMPL	05/25/2017 05/25/2017 05/25/2017 05/25/2017 05/25/2017 05/25/2017 05/25/2017	17348407 PV-170618 17348407 PV-170618 17348407 PV-170618 17348407 PV-170618 17348407 PV-170619 17348407 PV-170619 17348407 PV-170619	1,350.40 33.02 38.23 1,408.00 2.77 178.15 133.41	N N N N N N N
() - N						
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615	94.06	WG MILEAGE	05/09/2017	17345449 TC-170269	94.06	N
() - N						
013882 CAPITAL CLUTCH & BRAKE 3100 DULUTH STREET WEST SACRAMENTO, CA 95691	922.48	1020809 TRANS PARTS	05/16/2017	17346608 PV-170603	922.48	N
(916) 371-5970 N						
013247 CARVALHO, STEPHANIE 45 SIERRA AVE RIO VISTA, CA 94571	112.21	ASP BOOST REIMB	05/25/2017	17348413 TC-170301	112.21	N
(0) - 0 N						
014492 CATA PO BOX 186 GALT, CA 95632	280.00	DHS AG CATA DUES	05/02/2017	17344358 PO-171092	280.00	N
(209) 744-1614 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 () - N	3,200.96	TRANS WASTE MOKE WASTE ISLE WASTE WG WASTE BATES WASTE	05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017	17345424 PV-170576 17345424 PV-170576 17345424 PV-170576 17345424 PV-170576 17345424 PV-170576	123.64 74.17 1,079.76 800.30 1,123.09	N N N N N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641 (916) 777-7847 N	250.00	170427 MAINT HVAC REPAIRS	05/16/2017	17346590 PO-170411	250.00	N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039 () - N	262.76	30207927 CMS XEROX LEASE	05/09/2017	17345395 PO-170169	262.76	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770 N	411.05	60825 ISLE SEWER SERVICE	05/09/2017	17345396 PO-170017	411.05	N
000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571 () - N RIO VISTA FIRE	5,808.61	RMS WATER DO WATER DHW SEWER RMS SEWER DO SEWER RVHS WATER RVHS SEWER DHW WATER	05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017	17345425 PV-170583 17345425 PV-170583 17345425 PV-170583 17345425 PV-170583 17345425 PV-170583 17345425 PV-170583 17345425 PV-170583 17345425 PV-170583	1,383.81 181.10 499.92 197.05 205.87 1,381.70 1,656.08 303.08	N N N N N N N N
010687 CLASSROOM DIRECT W6316 DESIGN DRIVE GREENVILLE, WI 54942	452.93	208118072337 ISLE SUPPLIES 208118042662 RMS SUPPLIES 308102728063 ISLE SUPPLIES	05/16/2017 05/18/2017 05/23/2017	17346573 PO-171005 17347199 PO-170995 17347844 PO-171013	68.53 147.90 172.77	N N N

(800) 248-9171

N SCHOOL SPECIAL

208118063980 RMS SUPPLIES

05/23/2017 17347883 PV-170613

63.73 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014088 CLINE, SUZANNE 451 ANDERSON WAY RIO VISTA, CA 94571	192.20	F5 CONF REIMB	05/02/2017	17344384 TC-170262	88.91	N
		F5 SUPPLIES	05/16/2017	17346591 PO-170933	40.36	N
		F5 SUPPLIES	05/25/2017	17348400 PO-170933	18.11	N
		F5 MILEAGE	05/25/2017	17348414 TC-170302	44.82	N
() - N						
013796 CLM GROUP INC, THE 10200 SW GREENBURG RD.#360 PORTLAND, OR 97223	122.22	30986 CAFE USB KEYBOARD	05/16/2017	17346617 PV-170598	122.22	N
		30986 CAFE USB KEYBOARD	05/16/2017	17346617 PV-170598	9.93	N
		30986 CAFE USB KEYBOARD	05/16/2017	17346617 PV-170598	9.93	N
(800) 755-0904 N						
014635 CONCORD TRAILER WORLD 1124 CAVEN WAY CONCORD, CA 94520	2,896.09	784776 MAINT TRAILER	05/09/2017	17345371 PO-171183	2,896.09	N
(800) 715-3588 N CONCORD TRAILER						
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	2,636.78	15596 DISTRICT NETWORK	05/09/2017	17345426 PV-170561	14,227.20	N
		15596 DISTRICT NETWORK	05/09/2017	17345426 PV-170561	16,863.98	N
(704) 936-1722 N						
003743 COUNTY OF YOLO P.O. BOX 1820 WOODLAND, CA 95776	1,186.19	NOV 8, 2016 ELECTIONS	05/09/2017	17345427 PV-170587	1,186.19	N
() - N						
001621 COURTLAND MARKET INC 11711 HWY 160 PO BOX 156 COURTLAND, CA 95615	68.77	BATES SUPPLIES	05/23/2017	17347845 PO-170361	7.70	N
		MOKE SUPPLIES	05/23/2017	17347863 PO-171095	61.07	N
() - N						
011107 COURTLAND TRUCK WORKS	468.49	8135 TRANS REPAIRS	05/23/2017	17347884 PV-170608	468.49	N

12019 HWY 160
COURTLAND, CA 95615

() - N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827	33,603.10	134833 RMS CHROMEBOOKS 134806 SP ED COMPUTER 134962 DW TECH SERV 134962 DW TECH SERV 134962 DW TECH SERV 134962 DW TECH SERV 134962 DW TECH SERV 134962 DW TECH SERV 134962 DW TECH SERV 134962 DW TECH SERV 134991 DHS PRINTER 134705 DW TECH SERVICE 134705 DW TECH SERVICE 134705 DW TECH SERVICE 134705 DW TECH SERVICE 134705 DW TECH SERVICE 134705 DW TECH SERVICE 135095 DHW CHRMBKS 135096 DHW CHRMBKS 135076 RVHS PROJECTOR 135073 ISLE PRINTER 134987 CMS COMPUTERS 134987 CMS COMPUTER	05/02/2017 05/09/2017 05/11/2017 05/11/2017 05/11/2017 05/11/2017 05/11/2017 05/11/2017 05/11/2017 05/11/2017 05/16/2017 05/18/2017 05/18/2017 05/18/2017 05/18/2017 05/18/2017 05/18/2017 05/23/2017 05/23/2017 05/23/2017 05/23/2017 05/30/2017 05/30/2017	17344359 17345372 17346095 17346095 17346095 17346095 17346095 17346095 17346098 17346574 17347212 17347212 17347212 17347212 17347212 17347222 17347846 17347846 17347846 17347846 17348966 17348966	PO-170978 PO-171018 PO-170201 PO-170201 PO-170201 PO-170201 PO-170201 PO-170201 PO-170201 PO-171100 PO-170201 PO-170201 PO-170201 PO-170201 PO-170201 PO-170201 PO-171067 PO-171068 PO-171170 PO-171186 PO-171045 PO-171045	4,175.70 784.04 7,805.25 104.07 2,081.40 104.07 104.07 208.14 194.63 104.07 7,805.25 2,081.40 104.07 104.07 208.14 849.84 1,947.97 1,000.16 482.51 1,146.25 2,208.00	N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220	2,274.12	54272092 ED SV PRINTER LEASE 53600388 WG COPIER LEASE 53600401 F5 PRINTER LEASE 54261002 F5 PRINTER LEASE 54066555 BATES LEASE AGRMNT 53789555 BATES LEASE AGRMNT 54523701 DO PRINTER LEASE 54644750 ED SV PRINTER LEASE	05/02/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/16/2017 05/30/2017	17344368 17345397 17345397 17345397 17345397 17345397 17346592 17348969	PO-171017 PO-170426 PO-170484 PO-170484 PO-170642 PO-170642 PO-170016 PO-171017	269.72 175.37 80.81 84.86 373.36 373.36 637.48 279.16	N N N N N N N N
011929 DELTA CHARTER BUS SERVICE P.O. BOX 5547 STOCKTON, CA 95205 (209) 465-1053	1,386.00	106504 ED SV CHARTER BUS	05/02/2017	17344360	PO-171026	1,386.00	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612	167,271.00	2015/16 MAY TAX IN LIEU	05/09/2017 05/09/2017	17345428 17345428	PV-170578 PV-170578	22,875.00 144,396.00	N N

(916) 995-1335

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	215.01	55E1371002 WG PRINTER COSTS 55E1374557 BATES MAINT AGRMNT 55E1378150 WG PRINTER COSTS 55E137947 ISLE COPIER CONTRACT	05/02/2017 05/09/2017 05/18/2017 05/23/2017	17344369 PO-170025 17345398 PO-170362 17347213 PO-170025 17347864 PO-170909	47.67 29.87 33.41 104.06	N N N N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328 () - N DS WATERS OF A	144.01	5005834 DO WATER	05/09/2017	17345419 PV-170566	144.01	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 () - N	17,542.67	223989/224697/224899 FUEL 225395/225248/224683 FUEL 225786/225620 TRANS GAS 225819/225817 TRANS PETROLEUM 226087/224683 TRANS GAS	05/02/2017 05/09/2017 05/18/2017 05/23/2017 05/25/2017	17344370 PO-170271 17345399 PO-170271 17347214 PO-170271 17347865 PO-170236 17348401 PO-170271	4,354.33 3,600.96 4,069.05 2,396.98 3,121.35	N N N N N
011762 EDUCATIONAL SERVICE PRODUCTS A SUBSIDIARY OF K/P CORP 3700 SEAPORT BLVD WEST SACRAMENTO, CA 95691-3525 (800) 498-4377 N	228.73	1007452 CUMUL FOLDERS	05/09/2017	17345377 PO-170997	228.73	N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482 (916) 653-5380 N	691.05	L0919465504 LOCAL EXP CHARGE	05/23/2017	17347885 PV-170611	691.05	N
014637 FELT, CHARLES 407 S. FRONT STREET RIO VISTA, CA 94571 (0) - 0 N	330.97	REIMB FOR DENTAL	05/16/2017	17346622 TC-170291	330.97	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002897 FRIEDEL, MANDI 500 S. 2ND STREET RIO VISTA, CA 94571	43.00	DHW SUPPLIES	05/11/2017	17346103 TC-170282	43.00	N
() -						N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	8,303.10	ISLE LD	05/09/2017	17345429 PV-170573	569.62	N
		RADIO RIO LD	05/09/2017	17345429 PV-170573	118.07	N
		DO LD	05/09/2017	17345429 PV-170573	2,812.23	N
		RMS LD	05/09/2017	17345429 PV-170573	352.43	N
		RVHS LD	05/09/2017	17345429 PV-170573	1,031.19	N
() -		RMS LD	05/09/2017	17345429 PV-170573	65.02	N
		DHW LD	05/09/2017	17345429 PV-170573	361.50	N
		NO TRANS LD	05/09/2017	17345429 PV-170573	99.19	N
		WG LD	05/09/2017	17345429 PV-170573	246.71	N
		MAINT LD	05/09/2017	17345429 PV-170573	78.36	N
		CMS LD	05/09/2017	17345429 PV-170573	287.87	N
		TRANS LD	05/09/2017	17345429 PV-170573	42.02	N
		BATES LD	05/09/2017	17345429 PV-170573	63.97	N
		BATES LD	05/09/2017	17345429 PV-170573	588.27	N
		SO TRANS LD	05/09/2017	17345429 PV-170573	99.98	N
		MAINT LD	05/09/2017	17345429 PV-170573	151.26	N
		MOKE LD	05/09/2017	17345429 PV-170573	97.79	N
		RMS LD	05/09/2017	17345429 PV-170573	42.56	N
		DHS LD	05/09/2017	17345429 PV-170573	924.27	N
		MAINT LD	05/09/2017	17345429 PV-170573	135.92	N
		RMS LD	05/09/2017	17345429 PV-170573	42.02	N
		CAFE LD	05/09/2017	17345444 PV-170573	51.12	N
		CAFE LD	05/09/2017	17345444 PV-170573	41.73	N
014562 GAINES, PERLA 10452 CANADEO CR ELD GROVE 95757,	73.31	DHS SUPPLIES	05/18/2017	17347215 PO-170622	73.31	N
(0) - 0						N
014636 GOMEZ-LOPEZ, ANDREA 900 TODHUNTER AVE #40 WEST SACRAMENTO, CA 95605	36.38	BATES MILEAGE	05/02/2017	17344385 TC-170263	36.38	N
(559) 373-6770						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014570 GONZALEZ, MARTHA 13932 KEY ST WALNUT GROVE, CA 95690 (0) - 0 N	23.30	STALEDATE WARRANT #17316185	05/16/2017	17346623 TC-170288	23.30	N
003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998 (800) 533-0446 N THE PROPHET CO	613.97	9299882 ASP SUPPLIES	05/16/2017	17346575 PO-171153	613.97	N
014382 GORNTO, JENNIE 5198 VIEIRA WAY RIO VISTA, CA 94571 (916) 417-1292 N	200.00	RVHS SUPPLIES	05/11/2017	17346092 PO-171103	200.00	N
014483 GOSS, HEATHER 18158 COUNTY RD #96B WOODLAND, CA 95695 (0) - 0 N	261.63	F5 SUPPLIES F5 MILEAGE F5 SUPPLIES	05/11/2017 05/16/2017 05/18/2017	17346096 PO-171084 17346624 TC-170289 17347216 PO-170567	42.87 175.27 43.49	N N N
011309 GOVCONNECTION 706 MILFORD ROAD MERRIMACK, NH 03054 (800) 800-0019 N	609.42	54751838 RVHS ELMO CAMERA	05/16/2017	17346576 PO-171053	609.42	N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800 N W.W. GRAINGER	1,115.11	MAINT SUPPLIES 9403111298 ISLE SUPPLIES	05/09/2017 05/16/2017	17345400 PO-170125 17346577 PO-170968	756.75 358.36	N N
014623 GRANADOS-ORDAZ, YAZMIN PO BOX 947	16.05	CMS MILEAGE	05/02/2017	17344386 TC-170264	16.05	N

WALNUT GROVE, CA 95690

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013332 GREAT AMERICA FINANCIAL SERV PO BOX 660831 DALLAS, TX 752660831 (0) - 0 N	411.21	20642466 DHS PRINTER LEASE	05/23/2017	17347847 PO-170758	411.21	N
014449 GROWING HEALTHY CHILDREN THERAPY SERVICES, INC 3498 GREEN VALLEY RD RESCUE, CA 95672 (530) 391-8670 N JON CHU	660.00	RDUSD1704 SP ED ASST TECHNOLOGY	05/23/2017	17347866 PO-170311	660.00	N
013288 GUTIERREZ, MARIA 7240 SAGA WAY SACRAMENTO, CA 95828 () - N	36.99	MIG ED SUPPLIES	05/25/2017	17348392 PO-170579	36.99	N
012288 HALL, JENNIFER PO BOX 1024 ISLETON, CA 95641 () - N	96.19	ISLE MILEAGE	05/16/2017	17346625 TC-170290	96.19	N
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533 N	4,225.00	SP ED OCC THERAPY W/E 04/28 SP ED OCC THERAPY W/E 5/4 SP ED OCC THERAPY W/E 5/16 SP ED OCC THERAPY W/E 5/10	05/09/2017 05/25/2017 05/25/2017 05/25/2017	17345401 PO-170092 17348402 PO-170092 17348402 PO-170092 17348402 PO-170092	1,000.00 1,225.00 800.00 1,200.00	N N N N
011356 HANDWRITING WITHOUT TEARS 8001 MACARTHUR BOULEVARD CABIN JOHN, MD 20818 (301) 263-2700 N NO TEARS LEARN	83.20	1107898 SP ED SUPPLIES	05/09/2017	17345373 PO-170944	83.20	N
012872 HARLAND TECHNOLOGY SERVICES	888.00	191548 ASP SCANTRON MAINT	05/09/2017	17345374 PO-171019	296.00	N

PO BOX 45550
OMAHA, ME 68145-0550

191548 ASP SCANTRON MAINT
191548 ASP SCANTRON MAINT

05/09/2017 17345374 PO-171019
05/09/2017 17345374 PO-171019

296.00 N
296.00 N

(800) 228-3628

N SCANTRON CORPO

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010432 HASTIE'S CAPITOL SAND & GRAVEL 9350 JACKSON ROAD SACRAMENTO, CA (916) 361-2720	654.22	149200 CMS SPORTS SUPPLIES	05/09/2017	17345375 PO-170863	654.22	N
014582 HAYNES EDUCATION CENTER 233 W. BASELINE ROAD LAVERNE, CA 91750 (909) 593-2581	600.00	1617MACO633-01 SP ED TUTORING 1617MACO63302 SP ED TUTORING	05/09/2017 05/25/2017	17345402 PO-170664 17348403 PO-170664	280.00 320.00	N N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 9055 DES MOINES, IA 50368-9055 () -	521.75	MAINT SUPPLIES	05/25/2017	17348404 PO-170126	521.75	N
014548 HUNTER, RENEE 10005 RIVER MIST WAY RANCHO CORDOVA, CA 95670 (0) - 0	23.00	SP ED MILEAGE	05/09/2017	17345450 TC-170270	23.00	N
014496 IDENT-A-KID SERVICES 1780 102ND AVE NORTH STE 100 ST. PETERSBURG, FL 33716 (800) 890-1000	2,355.00	96229 RVHS SECURITY PACKAGE	05/02/2017	17344361 PO-171099	2,355.00	N
014169 IMEL, LYNNE PO BOX 720069 REDDING, CA 96099 () -	170.20	ED SV CONF REIMB	05/09/2017	17345451 TC-170271	170.20	N
011917 INDOFF	2,650.66	2922186 RVHS SUPPLIES	05/02/2017	17344371 PO-170486	81.73	N

11816 LACKLAND AVENUE
ST. LOUIS, MO 63146-4206

(707) 374-4037

N

2949368	ISLE SUPPLIES	05/09/2017	17345403	PO-170908	73.95	N
2945083	ISLE SUPPLIES	05/09/2017	17345376	PO-171030	251.14	N
2950489	ISLE SUPPLIES	05/09/2017	17345376	PO-171060	409.53	N
2944452	ISLE SUPPLIES	05/16/2017	17346578	PO-171007	387.60	N
2944451	ISLE SUPPLIES	05/16/2017	17346578	PO-171015	112.44	N
2945082	ISLE SUPPLIES	05/16/2017	17346578	PO-171023	402.85	N
2961946	RVHS AG SUPPLIES	05/30/2017	17348967	PO-170180	509.73	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011917 INDOFF (Continued...)		2960238 DO COPY PAPER	05/30/2017	17348967 PO-171191	25.30	N
		2960238 DO COPY PAPER	05/30/2017	17348967 PO-171191	101.21	N
		2960238 DO COPY PAPER	05/30/2017	17348967 PO-171191	244.58	N
		2960238 DO COPY PAPER	05/30/2017	17348967 PO-171191	25.30	N
		2960238 DO COPY PAPER	05/30/2017	17348967 PO-171191	25.30	N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770 N	761.74	066927 RVHS MAINT AGRMNT	05/09/2017	17345404 PO-170182	44.39	N
		066927 RVHS MAINT AGMNT	05/18/2017	17347201 PO-170182	82.59	N
		066927 RVHS MAINT AGMNT	05/18/2017	17347201 PO-170182	236.67	N
		06B097/0GB543 CMS PRINTER CONT	05/18/2017	17347217 PO-170876	197.20	N
		066927 RVHS MAINT AGRMNT	05/18/2017	17347217 PO-171039	200.89	N
014398 JANE JOHNSON SPEECH THERAPY 9300 W. STOCKTON BLVD STE 200 ELK GROVE, CA 95758 (916) 896-1144 N	630.00	13121/12557 SP ED SP THERAPY	05/02/2017	17344372 PO-171139	420.00	N
		12068 SP ED SP THERAPY	05/23/2017	17347867 PO-171139	210.00	N
013885 JIMARIES ENTERPRISES 22 MAIN STREET RIO VISTA, CA 94571 (707) 374-6007 N	11.66	TRANS SUPPLIES	05/09/2017	17345430 PV-170565	11.66	N
010859 JONES SCHOOL SUPPLY CO INC PO BOX 7008 COLUMBIA, SC 29201 (800) 845-1807 N	166.95	1469643 ISLE SUPPLIES	05/16/2017	17346579 PO-171022	13.56	N
		1469643 ISLE SUPPLIES	05/16/2017	17346579 PO-171022	13.56	N
		1469643 ISLE SUPPLIES	05/16/2017	17346579 PO-171022	166.95	N
013649 JP PETROLEUM SERVICE 3065 ASANTE LANE WEST SACRAMENTO, CA 95691 (916) 372-5693 Y JOHN P. PUUMAL	300.00	6286 TRANS TANK TESTS	05/16/2017	17346593 PO-171176	300.00	Y
001331 KAUZLARICH, BONNIE 818 THEREZA WAY	60.99	HR MILEAGE	05/25/2017	17348415 TC-170303	60.99	N

RIO VISTA, CA 94571

() -

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014233 KEEMA-ASTON, ELIZABETH 8068 HUXLEY CT. SACRAMENTO, CA 95829 (916) 397-6704	43.75	BUS OFF PARKING REIMB BUS OFF POSTAGE REIMB	05/09/2017 05/25/2017	17345452 TC-170272 17348416 TC-170304	20.00 23.75	N N
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD SUITE 101 ELK GROVE, CA 95758 (650) 610-4370	301.61	231496 MAINT SUPPLIES	05/23/2017	17347868 PO-170129	301.61	N
014634 KIDS SCHOOL HEALTHCARE 25196 NETWORK PL CHICAGO, IL 60673-1251 (866) 558-0686	587.08	1904203 ASP SUPPLIES	05/18/2017	17347200 PO-171145	587.08	N
014513 KONA ICE 7872 RODRIGUEZ CIRCLE SACRAMENTO, CA 95829 (0) - 0	850.00	DHW END OF YEAR SNOWCONES	05/30/2017	17348968 PO-171112	850.00	N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	1100 TRANS REPEATER SYSTEM	05/02/2017	17344373 PO-170239	330.00	7
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895 (800) 424-4772	1,117.94	2626670417 ISLE SUPPLIES 3028950517 F5 BACKPACKS 3123850517 ASP SUPPLIES	05/16/2017 05/16/2017 05/18/2017	17346580 PO-171004 17346580 PO-171082 17347202 PO-171169	173.19 732.82 211.93	N N N
011595 LAND PARK ACADEMY	4,340.52	835478 NPS DUES	05/23/2017	17347869 PO-170309	2,039.66	N

6400 FREEPORT BLVD
SACRAMENTO, CA 95822

835479 NPS DUES

05/23/2017 17347869 PO-170310

2,300.86 N

(916) 427-2273

N ADVANCE EDUCAT

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615	88.26	F5 CONF REIMB F5 CONF REIMB	05/09/2017 05/23/2017	17345453 TC-170273 17347896 TC-170295	65.08 23.18	N N
() -						N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399	1,802.43	#55 RVHS CULINARY SUPPLIES #55 RVHS SUPPLIES #175 DHW SUPPLIES #55 RVHS SUPPLIES #55 RVHS CULINARY ARTS SUPPLIE #55 RVHS SUPPLIES #135 HR/ED SV SUPPLIES #135 HR/ED SV SUPPLIES #55 RVHS SUPPLIES	05/02/2017 05/02/2017 05/09/2017 05/09/2017 05/09/2017 05/16/2017 05/16/2017 05/16/2017 05/23/2017	17344374 PO-170468 17344374 PO-170836 17345378 PO-170068 17345405 PO-170284 17345378 PO-170468 17346594 PO-170836 17346609 PV-170599 17346609 PV-170599 17347848 PO-170284	182.34 189.45 49.07 19.94 120.46 351.62 236.41 65.98 587.16	N N N N N N N N N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443	137.45	98004701144 MAINT SUPPLIES	05/16/2017	17346595 PO-170132	137.45	N
000711 LYMAN PARTS DEPOT 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	263.05	#13112 MAINT SUPPLIES	05/16/2017	17346596 PO-170133	263.05	N THE LYMAN GROU
014487 MARI INC. PO BOX 60726 PASADENA, CA 91116 (800) 955-9494	893.22	105878 ISLE SUPPLIES	05/16/2017	17346581 PO-171003	893.22	N
014219 MARTIN, JENNY 7427 S. LAND PARK DRIVE #79 SACRAMENTO, CA 95830 () -	23.26	ED SV RMS REIMB	05/11/2017	17346104 TC-170283	23.26	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011365 MARTIN, RITA 222 SPOONBILL LANE GALT, CA 95632	17.12	BATES MILEAGE	05/02/2017	17344387 TC-170265	17.12	N
() -						N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	142.32	F5 MILEAGE	05/23/2017	17347897 TC-170298	142.32	N
() -						N
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115	1,293.09	97475930001 DHW READERS 97475930001 DHW READERS	05/23/2017 05/23/2017	17347857 PO-171110 17347857 PO-171110	493.09 800.00	N N
(614) 755-4151						N
014279 MCGREW BEHAVIOR INTERVENTION 229 NEWBURY WAY AMERICAN CANYON, CA 94503	10,167.50	173437458CC SP ED AUTISM SERV 173437458CC SP ED SERV 173378788SL SP ED SERV	05/09/2017 05/09/2017 05/09/2017	17345379 PO-170649 17345406 PO-171141 17345406 PO-171141	2,611.47 2,253.53 5,302.50	N N N
(707) 246-7320						N
011420 MINDWARE P.O. BOX 131297 ROSEVILLE, MN 55113-0007	443.76	683592790 ASP SUPPLIES 683592790 ASP SUPPLIES 683592790 ASP SUPPLIES	05/23/2017 05/23/2017 05/23/2017	17347849 PO-171151 17347849 PO-171151 17347849 PO-171151	36.06 443.76 36.06-	N N N
(800) 274-6123						N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551	840.00	1276457 RMS MODULAR LEASE 1300660 RMS PORTABLE	05/09/2017 05/23/2017	17345446 PV-170575 17347895 PV-170606	420.00 420.00	N N
(925) 606-9000		N MCGRATH RENTCO				
014245 MOEHLENBROCK, SUSAN 842 MITCHELL STREET	433.35	SP ED MILEAGE	05/09/2017	17345454 TC-170274	433.35	N

RIO VISTA, CA 94571

(707) 330-8685

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011865 MONTGOMERY, MARSHA 12 HILL COURT RIO VISTA, CA 94571 () - N	625.68	RVHS CULINARY SUPPLIES	05/23/2017	17347850 PO-170469	625.68	N
014526 MUSIC TO GROW ON PO BOX 980743 W. SACRAMENTO, CA 95798 (0) - 0 Y BESSIE BARTH	315.00	3834 SP ED MUSIC THERAPY 3876 SP ED MUSIC THERAPY	05/09/2017 05/23/2017	17345380 PO-170308 17347870 PO-171138	285.00 30.00	Y Y
000151 NASCO MODESTO P.O. BOX 3837 4825 STODDARD ROAD MODESTO, CA 95352-3837 (209) 545-1600 N	2,426.49	297240 DHS AG SUPPLIES	05/16/2017	17346582 PO-171090	2,426.49	N
002424 NATIONAL SCHOOL FORMS 16 MT. EBO RD S. STE#16 BREWSTER, NY 10509 (800) 431-1201 N	168.79	95494 BATES FORMS 95494 BATES FORMS 95494 BATES FORMS	05/16/2017 05/16/2017 05/16/2017	17346583 PO-171087 17346583 PO-171087 17346583 PO-171087	168.79 13.71 13.71-	N N N
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757 () - N	568.78	F5 SUPPLIES WG ELAC SUPPLIES STALEDATE WARRANT #17316154 STALEDATE WARRANT #17316135 WG SUPPLIES	05/09/2017 05/09/2017 05/16/2017 05/16/2017 05/23/2017	17345407 PO-170044 17345381 PO-170518 17346626 TC-170292 17346626 TC-170293 17347871 PO-170605	30.11 125.11 81.33 308.31 23.92	N N N N N
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815 (916) 922-1075 N	439.02	K80585 TRANS TIRES	05/09/2017	17345408 PO-170240	439.02	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404 (707) 399-6068	120.00	OH17375 OWENS DMV DOT	05/16/2017	17346610 PV-170593	120.00	N
		N NORTHBAY HEALT				
001590 OFFICE DEPOT P.O. BOX 630813 CINCINNATI, OH 45263-0813 () -	432.03	CMS SUPPLIES DHS AG SUPPLIES	05/11/2017 05/11/2017	17346097 PO-170172 17346097 PO-170321	290.59 141.44	N N
		N				
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 () -	216.75	#822 RVHS SUPPLIES 238845 RVHS AG SUPPLIES #1112 RMS SUPPLIES	05/09/2017 05/16/2017 05/16/2017	17345409 PO-170600 17346597 PO-170392 17346597 PO-171113	116.71 73.45 26.59	N N N
		N				
011429 OLIVER WORLDCLASS LABS INC PO BOX 1686 BENICIA, CA 94510 (707) 747-1537	8,418.23	25353 WG SMARTBOARDS	05/16/2017	17346584 PO-170981	8,418.23	N
		N				
014472 ORCER SERVICES 1731 OXFORD WAY STOCKTON, CA 95204 (209) 271-6103	700.00	0033 ADULT ED PARENT WORKSHOP	05/18/2017	17347210 PO-171185	700.00	Y
		Y Francisco Orti				
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475	859.01	682936752 ASP SUPPLIES 683237181 ISLE SUPPLIES 683237181 ISLE SUPPLIES 683237181 ISLE SUPPLIES 683519514 F5 SUPPLIES 683610273 F5 SUPPLIES 683610273 F5 SUPPLIES	05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/16/2017 05/23/2017 05/23/2017	17345382 PO-170299 17345382 PO-171014 17345382 PO-171014 17345382 PO-171014 17346585 PO-171065 17347851 PO-171085 17347851 PO-171085	244.26 7.99 7.99 98.38 36.96 38.95 479.41	N N N N N N N
		N OTC DIRECT INC				

683610273 F5 SUPPLIES

05/23/2017 17347851 PO-171085

38.95- N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571	151.94	ISLE MILEAGE	05/09/2017	17345455 TC-170276	151.94	N
(0) - 0						N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690	277.68	WG MILEAGE WG NURSE MILEAGE WG MILEAGE	05/09/2017 05/11/2017 05/25/2017	17345456 TC-170277 17346105 TC-170284 17348417 TC-170305	211.33 49.76 16.59	N N N
(916) 776-1215						N
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259	503.61	11121214 SP ED SUPPLIES 11142322 SP ED MANUALS	05/02/2017 05/02/2017	17344362 PO-170992 17344362 PO-171036	52.82 450.79	N N
(800) 627-7271						N
013805 PERLOT, MAKAYLA 60 ELM AVE GALT, CA 95632	47.59	WG SUPPLIES	05/25/2017	17348393 PO-170581	47.59	N
() -						N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	60,958.66	RADIO RIO ELECT DO ELECT SHOP ELECT RVHS ELECT DHW ELECT RMS ELECT ISLE ELECT N. NETH ELECT DO ELECT ISLE ELECT DHW ELECT GARAGE ELECT CMS ELECT RVHS ELECT DHS ELECT	05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017	17345431 PV-170563 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582 17345431 PV-170582	19.21 57.55 65.87 7,785.27 3,459.02 2,118.74 2,493.83 39.97 642.87 71.75 267.17 449.08 1,662.42 118.61 3,674.93	N N N N N N N N N N N N N N N N
() -		N PACIFIC GAS AN				

DHS ELECT	05/09/2017	17345431	PV-170582	19.99	N
DHS ELECT	05/09/2017	17345431	PV-170582	3,867.22	N
DHS ELECT	05/09/2017	17345431	PV-170582	10.51	N
DHS ELECT	05/09/2017	17345431	PV-170582	31.32	N
DHS ELECT	05/09/2017	17345431	PV-170582	11.31	N
LIFT PUMP ELECT	05/09/2017	17345431	PV-170582	10.51	N
DHW ELECT	05/11/2017	17346101	PV-170590	103.51	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E (Continued...)		RVHS ELECT	05/25/2017	17348408 PV-170621	10,013.50	N
		RVHS ELECT	05/25/2017	17348408 PV-170621	118.48	N
		DHS ELECT	05/25/2017	17348408 PV-170621	19.98	N
		DHS ELECT	05/25/2017	17348408 PV-170621	11.33	N
		DHS ELECT	05/25/2017	17348408 PV-170621	31.32	N
		DHS ELECT	05/25/2017	17348408 PV-170621	3,434.24	N
		DHS ELECT	05/25/2017	17348408 PV-170621	9.53	N
		DHS ELECT	05/25/2017	17348408 PV-170621	4,378.77	N
		ISLE ELECT	05/25/2017	17348408 PV-170621	3,294.81	N
		GARAGE ELECT	05/25/2017	17348408 PV-170621	67.95	N
		DHW ELECT	05/25/2017	17348408 PV-170621	227.60	N
		DHW ELECT	05/25/2017	17348408 PV-170621	5,040.19	N
		RMS ELECT	05/25/2017	17348408 PV-170621	3,630.80	N
		CMS ELECT	05/25/2017	17348408 PV-170621	2,123.43	N
		DO ELECT	05/25/2017	17348408 PV-170621	922.93	N
		N. NETH ELECT	05/25/2017	17348408 PV-170621	39.96	N
		LIFT PUMP ELECT	05/25/2017	17348408 PV-170621	27.46	N
		DO ELECT	05/25/2017	17348408 PV-170621	57.55	N
		SHOP ELECT	05/25/2017	17348408 PV-170621	61.43	N
		GARAGE ELECT	05/25/2017	17348408 PV-170621	466.74	N
013458 PITNEY BOWES INC 1 ELMCROFT ROAD STAMFORD, CT 06926-0700 (800) 228-1071	283.03	10040666939 MAIL MACHINE INK	05/16/2017	17346611 PV-170594	283.03	N
						N
014420 PIZZA FACTORY 14127 RIVER ROAD WALNUT GROVE, CA 95690 (0) - 0	57.50	ED SV PIZZA	05/09/2017	17345410 PO-171172	57.50	N
						N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823 (916) 422-0571	8,962.86	160364 NPS DUES	05/23/2017	17347872 PO-170339	2,093.28	N
		160364 NPS DUES	05/23/2017	17347872 PO-170341	2,242.80	N
		160364 NPS DUES	05/23/2017	17347872 PO-170342	2,235.78	N
		160364 NPS DUES	05/23/2017	17347872 PO-170569	2,391.00	N
						N
002828 POSITIVE PROMOTIONS INC	918.20	5764857 BATES SUPPLIES	05/25/2017	17348394 PO-171073	74.60	N

15 GILPIN AVE
HAUPPAUGE, NY 11788-8821

5764857 BATES SUPPLIES
5764857 BATES SUPPLIES

05/25/2017 17348394 PO-171073
05/25/2017 17348394 PO-171073

74.60 N
918.20 N

(800) 635-2666

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y	29,240.00	4567/4571 SP ED SP THERAPY 4644 SP ED SP THERAPY	05/09/2017 05/23/2017	17345411 PO-170158 17347873 PO-170158	19,040.00 10,200.00	7 7
014127 PSAT / NMSQT 12192 COLLECTION CENTER DRIVE CHICAGO, IL 60693 () - N	810.00	391757788A DHS PSAT TEST FEES	05/02/2017	17344363 PO-171142	810.00	N
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600 (800) 789-8965 N	911.20	6509854 CMS SUPPLIES	05/16/2017	17346598 PO-170171	911.20	N
012541 R.A. JONES CONSTRUCTION P.O. BOX 835 THORNTON, CA 95686 (209) 794-8185 N	14,652.00	PAY APP #4 WG RESTROOM PROJ WG RESTROOM PROJECT PAY RETENT	05/11/2017 05/16/2017	17346102 PV-170591 17346612 PV-170605	6,367.00 8,285.00	N N
001787 RAINFORTH GRAU ARCHITECTS 2407 J STREET SUITE 300 SACRAMENTO, CA 95816 (916) 368-7990 N	1,961.75	7928 WG PROJECT 7999 WG PROJECT 7839 RMS PROJECT	05/09/2017 05/23/2017 05/23/2017	17345432 PV-170567 17347886 PV-170607 17347891 PV-170615	768.00 960.00 233.75	N N N
014410 RAMBO, SONIA 9697 NATURE TRAIL WAY ELK GROVE, CA 95757 (0) - 0 N	425.23	RMS SUPPLIES RMS SUPPLIES RMS SUPPLIES	05/18/2017 05/18/2017 05/18/2017	17347203 PO-170713 17347203 PO-170713 17347218 PO-171114	7.35 15.62 402.26	N N N
014004 REALITY WORKS INC	5,244.75	65597 CTEIG RVHS SUPPLIES	05/25/2017	17348395 PO-171180	5,244.75	N

2709 MONDOVI ROAD
EAU CLAIRE, WI 54701

65597 CTEIG RVHS SUPPLIES
65597 CTEIG RVHS SUPPLIES

05/25/2017 17348395 PO-171180
05/25/2017 17348395 PO-171180

426.14- N
426.14 N

() - N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012529 RGM AND ASSOCIATES 3230 MONUMENT WAY CONCORD, CA 94518 () - N	26,848.99	922 RVHS ROOFING PROJ	05/23/2017	17347892 PV-170616	26,848.99	N
010843 RILEY, GINA 2715 W KETTLEMAN LANE SSUITE 2 LODI, CA 95242 (0) - 0 N	26.32	SP ED ISLE MILEAGE	05/11/2017	17346106 TC-170285	26.32	N
000313 RIO VISTA CARE 125 SACRAMENTO STREET P.O. BOX 576 RIO VISTA, CA 94571 () - N	2,500.00	DISTRICT COUNSELING SERV	05/09/2017	17345383 PO-170305	2,500.00	N
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571 () - N	99.37	#4094 TRANS PARTS	05/18/2017	17347219 PO-170244	99.37	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 N	1,892.13	DO WASTE SERVICE RVHS GARBAGE SERV DHW GARBAGE SERV	05/02/2017 05/16/2017 05/16/2017	17344381 PV-170557 17346613 PV-170595 17346613 PV-170595	117.00 933.28 841.85	N N N
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742 (916) 638-7476 N RPSI ENTERPRIS	1,184.64	169750 BATES RISO INK 169986 ASP RISO SUPPLIES	05/11/2017 05/18/2017	17346093 PO-171125 17347204 PO-171166	427.75 756.89	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000729 RIVER NEWS HERALD 21 S FRONT STREET RIO VISTA, CA 94571 () - N GIBSON PUBLICA	56.00	7563 HR ADVERTISING	05/23/2017	17347874 PO-170333	56.00	N
013865 RIVER RATS SEPTIC & PLUMBING PO BOX 365 WALNUT GROVE, CA 95690 (916) 776-1600 Y RICHARD DAVIS	165.00	5961 DO PORTABLE	05/16/2017	17346599 PO-170157	165.00	7
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691 () - Y	2,995.77	61671 TRANS PARTS	05/09/2017	17345412 PO-170245	2,995.77	7
011167 ROCHESTER 100 INC 40 JEFFERSON RD ROCHESTER, NY 14623 (585) 475-0200 N	1,000.00	P45244 ASP SUPPLIES P45244 ASP SUPPLIES P45244 ASP SUPPLIES P45246 ASP SUPPLIES P45246 ASP SUPPLIES P45246 ASP SUPPLIES	05/18/2017 05/18/2017 05/18/2017 05/25/2017 05/25/2017 05/25/2017	17347205 PO-171150 17347205 PO-171150 17347205 PO-171150 17348396 PO-171163 17348396 PO-171163 17348396 PO-171163	30.47- 30.47 375.00 50.78- 50.78 625.00	N N N N N N
014143 RODRIGUEZ, CLAUDIA PO BOX 62 COURTLAND, CA 95615 () - N	205.44	SP ED PARENT TRANS	05/09/2017	17345457 TC-170278	205.44	N
014206 RODRIGUEZ, JENNIFER 110 JANEWOOD CT FOLSOM, CA 95630 (916) 833-7401 N	124.18	CMS SUPPLIES STALEDATE WARRANT #17313771	05/09/2017 05/16/2017	17345384 PO-170548 17346627 TC-170294	73.43 50.75	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571 () - N	84.00	ED SV MILEAGE	05/02/2017	17344388 TC-170266	84.00	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415 (800) 288-9941 N	1,857.46	9566935 ASP SUPPLIES 9633706 ASP SUPPLIES 9629737 ASP SUPPLIES	05/09/2017 05/23/2017 05/23/2017	17345385 PO-170303 17347875 PO-171152 17347875 PO-171155	558.06 944.95 354.45	N N N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852 () - N	8,472.91	WG ELECT BATES ELECT BATES ELECT WG ELECT WG ELECT BATES ELECT TRANS ELECT TRANS ELECT WG ELECT	05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017 05/09/2017	17345433 PV-170585 17345433 PV-170585 17345433 PV-170585 17345433 PV-170585 17345433 PV-170585 17345433 PV-170585 17345433 PV-170585 17345433 PV-170585 17345433 PV-170585	54.18 28.34 3,143.37 3,514.26 407.96 937.39 13.54 353.87 20.00	N N N N N N N N N
013888 SACRAMENTO AUTO GLASS & MIRROR 4701 FLORIN ROAD SACRAMENTO, CA 95823 (916) 393-3700 N	387.24	20700 TRANS GLASS SERVICE	05/02/2017	17344375 PO-170248	387.24	N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814 (916) 874-8250 N	2,569.90	FISCAL AGENT FEES FISCAL AGENT FEES FISCAL AGENT FEES FISCAL AGENT FEES FISCAL AGENT FEES	05/23/2017 05/23/2017 05/23/2017 05/23/2017 05/23/2017	17347893 PV-170610 17347893 PV-170610 17347894 PV-170610 17347894 PV-170610 17347894 PV-170610	545.27 545.27 493.12 493.12 493.12	N N N N N
014418 SACRAMENTO THEATRE CO 1419 H. STREET SACRAMENTO, CA 95814	1,950.00	#2 ISLE THEATRE INSTR	05/18/2017	17347206 PO-170585	1,950.00	N

(916) 446-7501

N



228913/222699	BATES PRINTER	MN	05/23/2017	17347876	PO-171136	6.14	N
231187	DO PRINTING CHARGES		05/23/2017	17347887	PV-170614	21.73	N
231187	DO PRINTING CHARGES		05/23/2017	17347887	PV-170614	27.60	N
231187	DO PRINTING CHARGES		05/23/2017	17347887	PV-170614	242.02	N
231187	DO PRINTING CHARGES		05/23/2017	17347887	PV-170614	.60	N
231187	DO PRINTING CHARGES		05/23/2017	17347887	PV-170614	.92	N
231187	DO PRINTING CHARGES		05/23/2017	17347887	PV-170614	20.70	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014450 SCOTT TECHNOLOG (Continued...)		231187 DO PRINTING CHARGES	05/23/2017	17347887 PV-170614	33.01	N
		231187 DO PRINTING CHARGES	05/23/2017	17347887 PV-170614	77.02	N
		231187 DO PRINTING CHARGES	05/23/2017	17347887 PV-170614	49.49	N
		231187 DO PRINTING CHARGES	05/23/2017	17347887 PV-170614	47.62	N
014074 SELPH, BONNIE 870 HILLSIDE TERRACE RIO VISTA, CA 94571 (209) 986-6863	33.17	WIND RIVER TRAINING MILEAGE	05/09/2017	17345461 TC-170279	33.17	N
014611 SETO EDUCATIONAL SUPPORT SERV 1630 FANNING COURT DIXON, CA 95620 (805) 252-9816	7,260.00	SP ED PSYCH SERVICES	05/09/2017	17345414 PO-170889	4,110.00	N
		SP ED PSYCH SERVICES	05/23/2017	17347877 PO-170889	3,150.00	N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585 (707) 425-2951	845.37	92178 BATES PROPANE	05/09/2017	17345435 PV-170584	2.06	N
		92178 BATES PROPANE	05/09/2017	17345435 PV-170584	2.06	N
		92179 TRANS PROPANE	05/09/2017	17345435 PV-170584	230.22	N
		93202 WG PROPANE	05/09/2017	17345435 PV-170584	.08	N
		92178 BATES PROPANE	05/09/2017	17345435 PV-170584	590.91	N
		92179 TRANS PROPANE	05/09/2017	17345435 PV-170584	.80	N
		93202 WG PROPANE	05/09/2017	17345435 PV-170584	24.24	N
		92179 TRANS PROPANE	05/09/2017	17345435 PV-170584	.80	N
		93202 WG PROPANE	05/09/2017	17345435 PV-170584	.08	N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007 (0) - 0	100.09	8122230197 SHREDDING	05/09/2017	17345436 PV-170562	100.09	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	3,505.39	MAY 2017 PREMIUMS	05/09/2017	17345437 PV-170588	21.67	N
		MAY 2017 PREMIUMS	05/09/2017	17345437 PV-170588	1,149.62	N
		MAY 2017 PREMIUMS	05/09/2017	17345437 PV-170588	2,158.01	N
		MAY 2017 PREMIUMS	05/09/2017	17345437 PV-170588	176.09	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	922.88	MAY 2017 PREMIUMS MAY 2017 PREMIUMS JUNE 2017 PREMIUMS JUNE 2017 PREMIUMS	05/09/2017 05/09/2017 05/25/2017 05/25/2017	17345438 PV-170570 17345438 PV-170570 17348410 PV-170620 17348410 PV-170620	201.88 230.72 230.72 259.56	N N N N
(0) - 0						N
012013 SIERRA CHEMICAL COMPANY 788 NORTHPORT DRIVE WEST SACRAMENTO, CA 95691	282.41	109891 MAINT SUPPLIES 109772 MAINT SUPPLIES	05/16/2017 05/23/2017	17346600 PO-170139 17347878 PO-170139	11.36 271.05	N N
(916) 371-5943						N
014630 SILK LETTER 580 BROADWAY STE 402 NEW YORK, NY 10012	839.44	105493853 BATES SUPPLIES	05/23/2017	17347855 PO-171126	839.44	N
(0) - 0						N
003512 SILVA, SHARON 101 SOUTH FRONT ST. #28 RIO VISTA, CA 94571	192.27	BUS OFF MILEAGE	05/09/2017	17345458 TC-170280	192.27	N
() -						N
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680	359.52	SP ED PARENT TRANS	05/09/2017	17345459 TC-170275	359.52	N
(916) 491-0657						N
014400 SLAGLE, ANTONIA 5811 14TH ST SACRAMENTO, CA 95822	415.95	ISLE CONF REIMB ISLE SUPPLIES	05/09/2017 05/16/2017	17345460 TC-170281 17346601 PO-170950	170.20 245.75	N N
(0) - 0						N
012084 SODEXO INC & AFFILIATES DEPT. 43283	32,810.03	CAFE APRIL MEALS CAFE APRIL MEALS	05/16/2017 05/16/2017	17346618 PV-170601 17346618 PV-170601	6,350.98 26,459.05	N N

LOS ANGELES, CA 90088-3283

() - N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013083 SOLANO INK AND TONER 2777 WHITNEY DR FAIRFIELD, CA 945338910	312.45	10828 RMS PRINTER INK	05/18/2017	17347208 PO-170993	312.45	N
		10828 RMS PRINTER INK	05/18/2017	17347208 PO-170993	2.92	N
		10828 RMS PRINTER INK	05/18/2017	17347208 PO-170993	2.92	N
(707) 448-8437						N
011563 SPEARS, SHANAN 2436 MORAINÉ CIRCLE RANCHO CORDOVA, CA 95670	203.67	DHS AG REIMB SUPPLIES	05/09/2017	17345415 PO-170322	40.00	N
		DHS AG SUPPLIES	05/18/2017	17347221 PO-170322	118.94	N
		DHS AG CONF REIMB	05/23/2017	17347898 TC-170296	44.73	N
(916) 744-1011						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	6,160.00	DO GAS	05/23/2017	17347888 PV-170609	157.74	N
		TRANS GAS	05/23/2017	17347888 PV-170609	449.13	N
		DHW GAS	05/23/2017	17347888 PV-170609	495.83	N
		RMS GAS	05/23/2017	17347888 PV-170609	785.87	N
		ISLE GAS	05/23/2017	17347888 PV-170609	946.92	N
		STORAGE PREPAID GAS	05/23/2017	17347888 PV-170609	326.11	N
		RVHS GAS	05/23/2017	17347888 PV-170609	716.17	N
		DHS GAS	05/23/2017	17347888 PV-170609	2,114.78	N
		ISLE GAS	05/23/2017	17347888 PV-170609	14.69	N
		CMS CAFE GAS	05/23/2017	17347890 PV-170609	152.76	N
(888) 400-2155						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	4,819.55	3338531078 BUS OFF SUPPLIES	05/02/2017	17344378 PO-170039	118.05	N
		3337905248 DHW SUPPLIES	05/02/2017	17344364 PO-171111	602.09	N
		3337905248 DHW SUPPLIES	05/02/2017	17344364 PO-171111	1,000.00	N
		3337974479 DHW SUPPLIES	05/02/2017	17344382 PV-170559	205.43	N
() -		N STAPLES CONTRA 3333021253 F5 SUPPLIES	05/09/2017	17345388 PO-170043	.18	N
		3333021253 F5 SUPPLIES	05/09/2017	17345388 PO-170043	.18	N
		3333519358 F5 SUPPLIES	05/09/2017	17345388 PO-170043	.12	N
		3333519358 F5 SUPPLIES	05/09/2017	17345388 PO-170043	.12	N
		3333519358 F5 SUPPLIES	05/09/2017	17345388 PO-170043	.12	N
		3333519358 F5 SUPPLIES	05/09/2017	17345388 PO-170043	34.46	N
		3333021253 F5 SUPPLIES	05/09/2017	17345388 PO-170043	51.13	N
		3333021254 F5 SUPPLIES	05/09/2017	17345388 PO-170043	56.73	N
		3333021254 F5 SUPPLIES	05/09/2017	17345388 PO-170043	.20	N
		3333021254 F5 SUPPLIES	05/09/2017	17345388 PO-170043	.20	N
		3333629518 MAINT SUPPLIES	05/09/2017	17345416 PO-170141	22.15	N
		3334197988 ASP SUPPLIES	05/09/2017	17345416 PO-170295	.11	N
		3334197987 ASP SUPPLIES	05/09/2017	17345416 PO-170295	88.27	N
		3334641595 ASP SUPPLIES	05/09/2017	17345416 PO-170295	.13	N
		3334641595 ASP SUPPLIES	05/09/2017	17345416 PO-170295	.13	N

3334197988	ASP	SUPPLIES	05/09/2017	17345416	PO-170295	.11	N
3334197987	ASP	SUPPLIES	05/09/2017	17345416	PO-170295	.31	N
3334197988	ASP	SUPPLIES	05/09/2017	17345416	PO-170295	30.30	N
3334197987	ASP	SUPPLIES	05/09/2017	17345416	PO-170295	.31-	N
3334641595	ASP	SUPPLIES	05/09/2017	17345416	PO-170295	38.49	N
3334641594	ASP	SUPPLIES	05/09/2017	17345416	PO-170295	.21-	N
3334641594	ASP	SUPPLIES	05/09/2017	17345416	PO-170295	.21	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

014069 STAPLES ADVANTA (Continued...)		3334641594 ASP SUPPLIES	05/09/2017	17345416 PO-170295	59.69	N
		3333021262 ED SV SUPPLIES	05/09/2017	17345416 PO-170850	63.08	N
		3336473399 ED SV SUPPLIES	05/09/2017	17345416 PO-170850	49.07	N
		3333021261 ED SV SUPPLIES	05/09/2017	17345416 PO-170850	41.42	N
		3339041946 BUS OFF LCAP STAMPS	05/09/2017	17345388 PO-171049	391.96	N
		3339041946 BUS OFF LCAP STAMPS	05/09/2017	17345388 PO-171049	391.95	N
		3339041946 BUS OFF LCAP STAMPS	05/09/2017	17345388 PO-171049	1.36	N
		3339041946 BUS OFF LCAP STAMPS	05/09/2017	17345388 PO-171049	1.36	N
		3328225573 CAFE SUPPLIES	05/11/2017	17346099 PO-170564	75.53	N
		3319230219 CAFE SUPPLIES	05/11/2017	17346099 PO-170564	47.71	N
		3322710257 CAFE SUPPLIES	05/11/2017	17346099 PO-170564	75.13	N
		3332448030 BUS OFF SUPPLIES	05/16/2017	17346602 PO-170039	42.05	N
		3334197986 BUS OFF SUPPLIES	05/16/2017	17346602 PO-170039	77.36	N
		3332516720 MAINT SUPPLIES	05/16/2017	17346602 PO-170141	50.91	N
		3339624830 F5 SUPPLIES	05/16/2017	17346587 PO-171000	.46	N
		3339624830 F5 SUPPLIES	05/16/2017	17346587 PO-171000	.46	N
		3339624830 F5 SUPPLIES	05/16/2017	17346587 PO-171000	132.54	N
		3339624829 WIND RIVER SUPPLIES	05/18/2017	17347223 PO-170421	151.87	N
		3339041945 WIND RIVER SUPPLIES	05/18/2017	17347223 PO-170421	124.26	N
		3317341356 SP ED SUPPLIES	05/23/2017	17347856 PO-170509	99.95	N
		3333021259 CAFE SUPPLIES	05/23/2017	17347859 PO-170564	65.46	N
		3339768016 CAFE SUPPLIES	05/23/2017	17347859 PO-170564	61.75	N
		3340168674 CAFE SUPPLIES	05/23/2017	17347859 PO-170564	108.33	N
		3326903568 SP ED SUPPLIES	05/23/2017	17347856 PO-170748	158.81	N
		33401687586 ASP SUPPLIES	05/23/2017	17347856 PO-171144	.26	N
		3339420091 ASP SUPPLIES	05/23/2017	17347856 PO-171144	.19	N
		33401687586 ASP SUPPLIES	05/23/2017	17347856 PO-171144	76.12	N
		33401687586 ASP SUPPLIES	05/23/2017	17347856 PO-171144	.26	N
		3339420091 ASP SUPPLIES	05/23/2017	17347856 PO-171144	55.75	N
		3339420091 ASP SUPPLIES	05/23/2017	17347856 PO-171144	.19	N
		3339685024 ASP SUPPLIES	05/23/2017	17347879 PO-171158	.28	N
		3339685024 ASP SUPPLIES	05/23/2017	17347879 PO-171158	.28	N
		3339685024 ASP SUPPLIES	05/23/2017	17347879 PO-171158	80.76	N
		3339624831 ASP SUPPLIES	05/23/2017	17347879 PO-171159	.32	N
		3339624831 ASP SUPPLIES	05/23/2017	17347879 PO-171159	.32	N
		3339624831 ASP SUPPLIES	05/23/2017	17347879 PO-171159	90.99	N

003646 STATE OF CALIFORNIA	309.00	224701 HR FINGERPRINTING	05/02/2017	17344383 PV-170558	98.00	N
1300 I STREET		230523 HR FINGERPRINTING	05/16/2017	17346614 PV-170604	211.00	N
SUITE 810						
SACRAMENTO, CA 95814						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000923 STEVE SMITH ELECTRIC STEPHEN A SMITH P.O. BOX 386 RIO VISTA, CA 94571 (707) 249-1848	580.00	5978 MAINT ELECT REPAIRS	05/16/2017	17346603 PO-170142	580.00	7
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571 (707) 374-5567	408.27	23100 TRANS PARTS	05/16/2017	17346604 PO-170251	408.27	N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114	1,774.73	399621960 WG SUPPLIES 398923177 DHW SUPPLIES 398640276 CMS SUPPLIES 398388652 CMS SUPPLIES 400485900 RMS SUPPLIES 400485892 RVHS SUPPLIES 398923169 DO SUPPLIES	05/16/2017 05/23/2017 05/23/2017 05/23/2017 05/23/2017 05/23/2017 05/23/2017	17346605 PO-170146 17347880 PO-170146 17347880 PO-170146 17347880 PO-170146 17347880 PO-170146 17347880 PO-170146 17347880 PO-170146	69.02 525.30 125.64 322.15 279.58 321.95 131.09	N N N N N N N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680	244.14	RVHS SUPPLIES	05/02/2017	17344379 PO-170551	244.14	N
014508 TEACHER CREATED RESOURCES 12621 WESTERN AVENUE GARDEN GROVE, CA 92841 (714) 891-7895	53.61	5932203 ISLE SUPPLIES	05/09/2017	17345389 PO-171006	53.61	N
014490 TEJEDA, DIANNA 7432 POIRIER WAY SACRAMENTO, CA 95822 (916) 888-4383	73.27	SP BOOST REIMB	05/25/2017	17348418 TC-170306	73.27	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013763 TIM'S MUSIC 2812 MARCONI AVE SACRAMENTO, CA 95821 (916) 925-9160	151.48	WG MUSIC SUPPLIES	05/23/2017	17347881 PO-170427	151.48	N
011930 TRANE PARTS CENTERS 4145 DEL MAR AVENUE ROCKLIN, CA 95677 () -	523.64	1913066 MAINT SUPPLIES	05/23/2017	17347882 PO-170149	523.64	N
014243 TRELEAVEN, JAMES 331 WOODSIDE CIRCLE VACAVILLE, CA 95688 () -	163.50	RVHS SUPPLIES	05/09/2017	17345390 PO-171101	163.50	N
013591 TROPHY DEPOT 400 RABRO DRIVE HAUPPAUGE, NY 11788 (800) 286-7096	692.16	1516280 DHW MEDALS 1516280 DHW MEDALS 1516280 DHW MEDALS 1517220 DHW MEDALS 1517220 DHW MEDALS 1517220 DHW MEDALS 1517220 DHW MEDALS 1517220 DHW MEDALS 1517220 DHW MEDALS 1517220 DHW MEDALS 1524160 ISLE SUPPLIES 1524160 ISLE SUPPLIES 1524160 ISLE SUPPLIES	05/02/2017 05/02/2017 05/02/2017 05/02/2017 05/02/2017 05/02/2017 05/02/2017 05/02/2017 05/02/2017 05/02/2017 05/18/2017 05/18/2017 05/18/2017	17344365 PO-171066 17344365 PO-171066 17344365 PO-171066 17344365 PO-171106 17344365 PO-171106 17344365 PO-171106 17344365 PO-171106 17344365 PO-171106 17344365 PO-171106 17344365 PO-171106 17347209 PO-171131 17347209 PO-171131 17347209 PO-171131	245.53 19.95 19.95 5.69 13.36 164.45 13.36 5.69 70.00 17.24 212.18 17.24	N N N N N N N N N N N N N
001300 TURK, VICKY 936 FLORES WAY RIO VISTA, CA 94571 () -	249.63	RVHS SUPPLIES	05/09/2017	17345417 PO-171122	249.63	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210	20,180.31	APRIL 2017 PAYROLL GASB 45 MAY 2017 PAYROLL (GASB 45)	05/09/2017 05/30/2017	17345440 PV-170571 17348970 PV-170623	9,992.77 10,187.54	N N

LM-CA-F2TC
LOS ANGELES, CA 90012

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	188.68	DO SHIPPING DO SHIPPING DO SHIPPING	05/09/2017 05/16/2017 05/23/2017	17345439 PV-170568 17346615 PV-170597 17347889 PV-170612	59.49 64.17 65.02	N N N
() -						N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	1,315.84	329571822 RVHS XEROX LEASE 328440425 DHW PRINTER LEASE 330726415 DHW PRINTER LEASE	05/02/2017 05/02/2017 05/25/2017	17344380 PO-170184 17344380 PO-170878 17348405 PO-170878	324.38 495.73 495.73	N N N
(800) 328-5371						N
002912 US GAMES DEPT USF6 P.O. BOX 117028 CARROLLTON, TX 75011-7028	185.08	98882356 RMS SUPPLIES	05/16/2017	17346588 PO-170942	185.08	N
(800) 327-0484						N
013657 USLAN, LAURA PO BOX 1128 WALNUT GROVE, CA 95690	194.24	DHS SUPPLIES	05/25/2017	17348406 PO-171093	194.24	N
() -						N
011184 VAN DE MAELE, LINDA P.O. BOX 435 ISLETON, CA 95641	71.00	REIMB SUPPLIES	05/02/2017	17344366 PO-171140	71.00	N
() -						N
014552 VARGAS, NICOLASA 7707 COLLEGE TOWN DR. #31 SACRAMENTO, CA 95826	38.68	ASP SUPPLIES	05/25/2017	17348397 PO-170555	38.68	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
013997 VERIZON WIRELESS	2,701.49	ASES CELL	05/09/2017	17345441	PV-170572	48.53	7
ONE VERIZON PLACE		SP ED CELL	05/09/2017	17345441	PV-170572	112.69	7
ALPHARETTA, GA 30004		CMS CUST CELL	05/09/2017	17345441	PV-170572	20.85	7
		ED SV CELL	05/09/2017	17345441	PV-170572	9.55	7
() -		ASES CELL	05/09/2017	17345441	PV-170572	43.39	7
Y VERIZON WIRELE		MAINT CELL	05/09/2017	17345441	PV-170572	153.92	7
		DHS CUST CELL	05/09/2017	17345441	PV-170572	8.46	7
		ISLE SFTY CELL	05/09/2017	17345441	PV-170572	.22	7
		ASES CELL	05/09/2017	17345441	PV-170572	44.54	7
		NURSE 1 CELL	05/09/2017	17345441	PV-170572	41.22	7
		SP ED CELL	05/09/2017	17345441	PV-170572	37.34	7
		ISLE ADMIN CELL	05/09/2017	17345441	PV-170572	25.25	7
		WG SFTY CELL	05/09/2017	17345441	PV-170572	.22	7
		GARDENERS CELL	05/09/2017	17345441	PV-170572	34.14	7
		OPERATIONS CELL	05/09/2017	17345441	PV-170572	48.08	7
		DO SFTY CELL	05/09/2017	17345441	PV-170572	.66	7
		RMS CUST CELL	05/09/2017	17345441	PV-170572	.22	7
		GEN ADMIN CELL	05/09/2017	17345441	PV-170572	15.97	7
		ED SV CELL	05/09/2017	17345441	PV-170572	38.98	7
		ED SV CELL	05/09/2017	17345441	PV-170572	38.98	7
		NURSE 2 CELL	05/09/2017	17345441	PV-170572	43.22	7
		WG CUST CELL	05/09/2017	17345441	PV-170572	.22	7
		ISLE SFTY CELL	05/09/2017	17345441	PV-170572	.22	7
		BATES SFTY CELL	05/09/2017	17345441	PV-170572	.22	7
		SP ED CELL	05/09/2017	17345441	PV-170572	67.05	7
		RVHS ADMIN CELL	05/09/2017	17345441	PV-170572	88.40	7
		ADMIN BATES	05/09/2017	17345441	PV-170572	68.76	7
		DHW CUST CELL	05/09/2017	17345441	PV-170572	.22	7
		DHW SFTY CELL	05/09/2017	17345441	PV-170572	.22	7
		TRANS CELL	05/09/2017	17345441	PV-170572	98.70	7
		BEHAVORIST CELL	05/09/2017	17345441	PV-170572	37.21	7
		RMS SFTY CELL	05/09/2017	17345441	PV-170572	.22	7
		RVHS CUST CELL	05/09/2017	17345441	PV-170572	24.75	7
		DHW SFTY CELL	05/09/2017	17345441	PV-170572	.11	7
		TRANS CELL	05/09/2017	17345441	PV-170572	2.78	7
		DHW ADMIN CELL	05/09/2017	17345441	PV-170572	31.17	7
		BATES CUST CELL	05/09/2017	17345441	PV-170572	79.10	7
		COUNSELORS CELL	05/09/2017	17345441	PV-170572	124.33	7
		RVHS SFTY CELL	05/09/2017	17345441	PV-170572	.22	7
		FD SV CELL	05/09/2017	17345445	PV-170572	10.64	7
		OPERATIONS CELL	05/30/2017	17348971	PV-170622	71.16	7
		RVHS CUST CELL	05/30/2017	17348971	PV-170622	20.74	7
		DHS CUST CELL	05/30/2017	17348971	PV-170622	9.15	7
		ISLE CUST CELL	05/30/2017	17348971	PV-170622	.22	7

SP ED CELL	05/30/2017	17348971	PV-170622	121.97	7
BATES ADMIN CELL	05/30/2017	17348971	PV-170622	73.65	7
DHW ADMIN CELL	05/30/2017	17348971	PV-170622	65.03-	7
ASP CELL	05/30/2017	17348971	PV-170622	49.14	7
ASP CELL	05/30/2017	17348971	PV-170622	49.72	7
TRANS CELL	05/30/2017	17348971	PV-170622	1.42	7
TRANS CELL	05/30/2017	17348971	PV-170622	105.80	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELES (Continued...)		COUNSELORS CELL	05/30/2017	17348971 PV-170622	129.46	7
		ASP CELL	05/30/2017	17348971 PV-170622	46.54	7
		CMS CUST CELL	05/30/2017	17348971 PV-170622	13.96	7
		BATES CUST CELL	05/30/2017	17348971 PV-170622	41.60	7
		DO SFTY CELL	05/30/2017	17348971 PV-170622	.66	7
		RVHS SFTY CELL	05/30/2017	17348971 PV-170622	.22	7
		ISLE SFTY CELL	05/30/2017	17348971 PV-170622	.22	7
		GARDNRS CELL	05/30/2017	17348971 PV-170622	20.60	7
		SP ED CELL	05/30/2017	17348971 PV-170622	72.05	7
		GEN ADMIN CELL	05/30/2017	17348971 PV-170622	15.65	7
		WG CUST CELL	05/30/2017	17348971 PV-170622	.22	7
		DHW SFTY CELL	05/30/2017	17348971 PV-170622	.22	7
		WG SFTY CELL	05/30/2017	17348971 PV-170622	.22	7
		DHS SFTY CELL	05/30/2017	17348971 PV-170622	.22	7
		BATES SFTY CELL	05/30/2017	17348971 PV-170622	.22	7
		ED SV CELL	05/30/2017	17348971 PV-170622	37.08	7
		ED SV CELL	05/30/2017	17348971 PV-170622	37.08	7
		DHS CUST CELL	05/30/2017	17348971 PV-170622	.22	7
		MAINT CELL	05/30/2017	17348971 PV-170622	156.71	7
		RMS CUST CELL	05/30/2017	17348971 PV-170622	.22	7
		SP ED CELL	05/30/2017	17348971 PV-170622	42.75	7
		RMS SFTY CELL	05/30/2017	17348971 PV-170622	.22	7
		BEHAVORIST CELL	05/30/2017	17348971 PV-170622	37.21	7
		NURSE CELL	05/30/2017	17348971 PV-170622	38.86	7
		NURSE CELL	05/30/2017	17348971 PV-170622	68.51	7
		ISLE ADMIN CELL	05/30/2017	17348971 PV-170622	25.21	7
		RVHS ADMIN CELL	05/30/2017	17348971 PV-170622	85.11	7
		FD SERV CELL	05/30/2017	17348972 PV-170622	10.44	7
012860 VORTEX INDUSTRIES INC 3198-M AIRPORT LOOP COSTA MESA, CA 92626 (916) 920-3667	1,640.00	4111381451 MAINT REPAIRS	05/25/2017	17348398 PO-171189	1,640.00	N
014625 VYNE EDUCATION PO BOX 200 BRENTWOOD, TN 37024 (800) 397-5350	209.99	34232 WG COUNSELOR REG	05/02/2017	17344367 PO-171034	209.99	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	246.80	DHS AG WASTE SERVICE DHS WASTE	05/09/2017 05/09/2017	17345418 PO-170767 17345442 PV-170574	216.80 30.00	N N
() -						N
012247 WELLS FARGO BANK WF 8113 P.O. BOX 1450 MINNEAPOLIS, MN 55485-8113	450.00	#2RIVE5089 SFID #2CAB	05/16/2017	17346619 PV-170596	450.00	N
(0) - 0						N
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688	3,858.73	RMS PORTABLE LEASE DHS PORTABLE LEASE RVHS PORTABLE LEASE RMS PORTABLE LEASE	05/09/2017 05/09/2017 05/09/2017 05/09/2017	17345447 PV-170581 17345447 PV-170581 17345447 PV-170581 17345447 PV-170581	936.96 1,047.85 936.96 936.96	N N N N
(707) 451-3000						N
010992 WOMACK, DAVID 8608 GARNET CREST CT ELK GROVE, CA 95624	497.63	812 MAINT REPAIR	05/09/2017	17345443 PV-170580	497.63	7
(916) 685-1440						Y
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	265.10	ED SV REIMB ED SV REIMB ED SV CONF REIMB	05/02/2017 05/02/2017 05/25/2017	17344389 TC-170267 17344389 TC-170267 17348419 TC-170307	68.70 26.20 170.20	N N N
() -						N
000386 YOLO COUNTY ENVIRONMENTAL HEAL 292 W. BEAMER STREET WOODLAND, CA 95695	152.00	#0001793 WATER SYSTEM PERMITS	05/16/2017	17346616 PV-170592	152.00	N
(530) 666-8646						N
014639 ZEPEDA, MARIA ELENA	282.48	SP ED PARENT TRANS	05/23/2017	17347899 TC-170297	282.48	N

13916 LEARY ROAD
WALNUT GROVE, CA 95690

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014631 ZUMA OFFICE SUPPLY	2,138.50	104847 ASP SUPPLIES	05/23/2017	17347858 PO-171157	374.75	N
2900 N. QUINLAN PARK #240-204		104847 ASP SUPPLIES	05/23/2017	17347858 PO-171157	30.45	N
AUSTIN, TX 78732		104847 ASP SUPPLIES	05/23/2017	17347858 PO-171157	30.45	N
		104786 ASP SUPPLIES	05/23/2017	17347858 PO-171160	33.79	N
(0) - 0 N		104786 ASP SUPPLIES	05/23/2017	17347858 PO-171160	33.79	N
		104786 ASP SUPPLIES	05/23/2017	17347858 PO-171160	415.83	N
		104965 ASP SUPPLIES	05/23/2017	17347858 PO-171162	1,347.92	N
District total:	833,485.34					
Report total:	833,485.34					

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 10.4

SUBJECT New Point of Sale (POS) system with Titan School Solutions for cafeterias district wide. Action:
Consent Action: x
Information Only:

Background:

Currently the district has been using MealTime as its Food Service POS system for several years. The interface between MealTime and our Student Information System Aeries is not compatible. Information needs to be manually adjusted before the information can be uploaded. With MealTime secretaries are required to enter data separately into MealTime and Aeries which creates an opportunity for human error. Information that is input into the POS and Aeries is critical as the district funding is determined by attendance and percentage of pupils that are Free and Reduced, English Learners and Foster children.

The district is now able to accommodate a cloud based program which will streamline the data input process for district secretaries, food service employees and student information desk. A committee met with and viewed three different POS providers: MealTime, Heartland and Titan. The consensus was that Titan is the best fit for the district. It's a cloud based system with real time entries and they partner with Aeries for a seamless interface.

Status: The district wants to move forward immediately with Titan to allow time for implementation and training during the slower months.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: Calvin Pettigrew

Cost &/or Funding Sources

The cost is \$14, 246 to be paid from Cafeteria Fund 13.

Recommendation:

That the Board approves the purchase of POS system from Titan School Solutions.

Time: 5 mins.



Quote

Titan School Solutions
 3017 Douglas Blvd
 Suite 300
 Roseville, CA 95661

Fax
 1 916 467 4700

Telephone
 1 844 467 4700

Email
 sales@titank12.com

River Delta Unified School District
 Calvin Pettigrew
 Attn: Accounts Payable
 445 Montezuma
 Rio Vista, CA 94571

Calvin.pettigrew@sodexo.com
 510-821-3961

Quote number 1.2_RIVER
 Account number
 Quote date 05/31/2017
Valid until 07/30/2017

Quantity	Product	Each	Price
11	Free and Reduced (TFAR100) Annual Subscription Fee, Each Building	\$450.00	\$4,950.00
9	Point of Service (TPOS100) Annual Subscription Fee, Each Point of Service Terminal	\$200.00	\$1,800.00
1,700	Voice Notification (TVC100) Annual Subscription Fee, Each Enrolled Student	\$.32	\$544.00

Annual Subscription Fee **\$7,294.00**

Quantity	Product	Each	Price
20	Train-the-Trainer Professional Services (SERV100) Services are estimated. Services will be performed both onsite and remote according to the agreed upon project plan, Hourly	\$200.00	\$4,000.00

All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed as incurred.

One Time Services Fee **\$4,000.00**

Quantity	Product	Each	Price
9	12 key Keypad (THW205L) 12 Key programmable USB Keypad w/LED Readout (Left side), 1 Year Warranty	\$246.00	\$2,214.00
3	12 key Keypad (THW205R) 12 Key programmable USB Keypad w/LED Readout (Right side), 1 Year Warranty	\$246.00	\$738.00

One Time Hardware Fee **\$2,952.00**

Total (USD) **\$14,246.00**

Note:

Please note our standard payment terms are Net 30 days. This quote excludes freight, state, local, and federal taxes. These are due by the Purchaser as applicable.

By accepting this Quote, you agree to Titan School Solutions Master Subscription Agreement.

You can pay in two ways:

1. Email your company purchase order to orders@titank12.com including your quote number **1.2_RIVER**
2. Print this quote, sign it, fax it to us at 1 916 467 4700, and we'll email you an invoice.



Signed:

Date:

Name (printed):

PO number:

Quote Prepared by:

Contact: Stephanie Freeman
Telephone: (916) 467-4700
Email: sfreeman@titank12.com

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.5___

SUBJECT:

Request to approve the purchase of ABC Mouse Early Learning Academy for the 2017-2018 school year at a cost to exceed \$7,500.

Action: _____
Consent Action: ___x___
Information Only: _____

Background & Status:

ABC mouse Early Learning Academy is a digital education program for children in grades Pre-K through 2nd grade. ABCmouse offers more than 5,000 individual learning activities and more than 450 lesson plans. The program includes all of the important academic basics that young children need to know to be successful in transitional kindergarten and kindergarten classes. ABC Learning will provide 200 individual student licenses with full home access and training services for district staff.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$7,500 from Educational Services funds.

Recommendation:

That the board approve the purchase of ABC Mouse Early Learning Academy for the 2017-2018 school year at a cost to exceed \$7,500.

Time: _____2 mins.____

CONFIDENTIAL



QUOTE:

Age of Learning for Schools, Inc.
101 N. Brand Blvd., 8th Floor
Glendale, CA 91203
Nicole.Delaney@aofl.com

SUMMARY INFORMATION:

Quote Date: May 30, 2017
Quote Expiration Date: June 30, 2017
Initial Term: May 2017 through June 30, 2018
Prepared for:

Mrs. Kathy Wright
Associate Superintendent
River Delta USD
Kwright@riverdelta.k12.ca.us

Age of Learning for Schools, Inc. is pleased to provide our Quote for student licenses for the use of ABCmouse *Early Learning Academy*, which includes both software and training services.

SITE LICENSE:

Quantity	Description	Price
Standard retail price	1 year subscription	\$80.00/per student
200 individual student licenses with full home access	\$25.00/each	\$5000.00
Initial On-site Training (Teachers/parents) –Central Location	\$2500.00	\$2500.00
Follow Up Online Training	Included	Included
Additional Professional Services	Ongoing Implementation Support	Included
	All rostering and data review	Included
	Total for Purchase Order:	\$7500.00

The following is included with your subscription:

1. Renewable license(s) for access to the ABCmouse® for Schools Solution for use **with full home access** for licensed students through June 30, 2018;
2. On site and Online training with ongoing implementation support for the license period;
3. Initial implementation support to roster and manage students and get access to usage reports;
 - Upon receipt of student information securely provided by your school or district, Age of Learning for Schools will pre-populate the Classroom Accounts with the student and teacher information.
4. Digital collateral for schools to Support at-home usage for parents.

This Quote and the Services provided are subject to the Age of Learning for Schools, Inc. Terms and Conditions ("Terms") current as of the date of Client's signature below. Please visit https://www.abcmouseforschools.com/pdf/ABCMouseForSchools_TandC.pdf to view the Terms in their entirety.

By signing this Quote, you represent that you have read, understand and agree to the Terms and are authorized on behalf of your school to execute this agreement.

Accepted by: Katherine E. Wright

Print Name and Title: Katherine E. Wright, Director of Educational Services

PLEASE EMAIL TO: Nicole.Delaney@aofl.com

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.6___

SUBJECT:

Approval of AVID Membership Dues for the 2017-2018 school year at a cost not to exceed \$30,785.

Action: _____
Consent Action: ___x___
Information Only: _____

Background and Status:

We have provided AVID at Clarksburg Middle, Delta High, Riverview Middle, Walnut Grove Elementary and Rio Vista High Schools for the last several years. In order to offer AVID on our campuses, we must pay an annual membership, attend Summer Institute and meet all the essential standards set forth by the AVID organization.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$30,785 from Educational Services funding.

Recommendation:

That the board approves the AVID Membership Dues for the 2017-2018 school year at a cost not to exceed \$30,785.

Time: _____2 mins.____



AVID Center HQ
 9246 Lightwave Ave
 Suite 200
 San Diego, CA 92123
 Phone: (858) 380-4800
 Fax: 1-800-915-6897

Quote: River Delta Unified School District

To	From
River Delta Unified School District	Pamela Specht
Kathy Wright	E-mail: pspecht@avidcenter.org
445 Montezuma St	Phone: 858-380-4725
Rio Vista, CA 94571	

Summary

Total Amount:	\$30,785.00	Quote ID:	QUO-09156-K5T8H1
Shipping Method:	FedEx	Date:	5/4/2017
Payment Terms:	Net 30		
Number of SI:	4	Number of Elementary Libraries:	1
Number of Memberships:	6	Number of Middle Libraries:	
Number of AVID Weekly:	4	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site:					
	Co-ADL Year 2	AVID District Leadership	1.00	\$4,000.00	\$4,000.00
		Ship To: Kathy Wright 445 Montezuma St, Rio Vista, CA 94571			

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Clarksburg Middle School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,799.00	\$3,799.00
Site: Delta High School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,799.00	\$3,799.00
Site: Isleton Elementary School					
	C KITELEM	Elementary Curriculum Set	1.00	\$800.00	\$800.00
Program Level: Elementary					
		Ship To: Antonia Slagle 412 Union Street, Isleton, CA 94571			
		Delivery Date: 6/30/2017			
	MEMBERSHIP ELEMENTARY	AVID Membership Fees Elementary School	1.00	\$2,819.00	\$2,819.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	4.00	\$760.00	\$3,040.00
Site: Rio Vista High School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,799.00	\$3,799.00
Site: Riverview Middle School					
	AVID WEEKLY	AVID Weekly Subscription	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,799.00	\$3,799.00
Site: Walnut Grove Elementary					
	MEMBERSHIP ELEMENTARY	AVID Membership Fees Elementary School	1.00	\$2,819.00	\$2,819.00
Program Level: Elementary					

Pre Freight Amount	\$30,710.00
Total Tax	\$0.00
Freight Amount	\$75.00
Total	\$30,785.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Katherine Wright
Client Signature

Director of Educational Services
Title

5-11-17
Date

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.7___

SUBJECT:

Request to approve the Medi-Cal Administrative Claiming Agreement with Sutter County Superintendent of Schools for the 2017-2018 school year.

Action: _____
Consent Action: ___x___
Information Only: _____

Background & Status:

The School-Based Medi-Cal Administrative Activities program allows school districts to be reimbursed for a portion of their administrative costs associated with performing certain administrative activities that link students and their families to Medi-Cal and its covered services.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

No cost to the district.

Recommendation:

That the board approve the Medi-Cal Administrative Claiming Agreement with Sutter County Superintendent of Schools for the 2017-2018 school year.

Time: _____2 mins.____

Sutter County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement is made and entered into this 1st day of July, 2017, by and between the **River Delta Unified School District**, (hereinafter referred to as “local educational agency” or “LEA”) having an address at 445 Montezuma, Rio Vista, CA 94571 and the Sutter County Superintendent of Schools, Region 3 Local Educational Consortium (hereinafter referred to as “LEC”) having an address at 970 Klamath Lane, Yuba City, CA 95993; (hereinafter referred to individually, the “Party” and collectively, the “Parties”).

RECITALS

- A. The Department of Health Care Services (“DHCS”) is the single State agency responsible for administering the California Medical Assistance Program (“Medi-Cal”) and the School-based Medi-Cal Administrative Activities Program (“SMAA”) for Local Educational Consortia, Region 3, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance (“CFDA”) number for this federal program is 93.778, Medical Assistance Program (“Medi-Cal”).
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association (“CCSESA”) LEC Region 3.
- C. LEC has entered into that certain Agreement (Contract # 16-93196) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2016, and effective through June 30, 2018.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities (“MAA”) services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 3 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to “CCSC”) to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - o Region 3 (Sutter County Superintendent of Schools)
 - o Region 4 (Contra Costa County Office of Education)
 - o Region 5 (Santa Cruz County Office of Education)
 - o Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- o Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (12) consecutive months commencing **July 1st, 2017** for preparing SMAA claims for LEA on a quarterly basis. The quarters are the three-month periods of July through September, October through December, January through March, and April through June. The first claim shall be submitted for the July through September quarter, 2017.

This Agreement shall automatically renew for additional periods of twelve (12) months unless one Party has provided written notice of cancellation to the other Party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

- A. Services Provided: LEC will provide the following services to LEA's. The LEC shall:
- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
 - (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure they are complete and assist participating LEA's to finalize the

“moments”.

- (3) Process RMTS moments for invoicing.
- (4) Provide the required SMAA documents for operational plans and give direction to LEA's for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
- (6) Provide the LEA a “hard copy” RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the SSP for completing the assigned moment.
- (7) Provide the “tape match percentage” from data submitted by LEA's.
- (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
- (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
- (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
- (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
- (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 3 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
- (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
- (14) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
- (15) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
- (16) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
- (17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or “shifts” as defined for the RMTS System Software Platform (SSP) uploads and updates.

- (3) Yearly and quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the moments.
- (5) Arrange for the LEA MAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.
- (9) Federal regulations require that a LEA maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.

3. FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "C."

5. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

6. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

9. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

12. GENERAL

- A. ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. SUCCESSORS - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. SEVERABILITY - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. NOTICES - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. STATE LAW - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. ANTI-FRAUD AND ABUSE - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. DESCRIPTIVE HEADINGS - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

- H. DEFINITIONS OF SUBRECIPIENTS AND VENDORS – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.
- I. INTEGRATION – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties’ rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor (“Vendor”) for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA’s student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit “C” attached hereto and incorporated herein.

14. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

15. LEA GOVERNING BOARD AUTHORIZATION

If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of June 13, 2017 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA: SCHOOL DISTRICT

**LEC: SUTTER COUNTY
SUPERINTENDENT OF SCHOOLS**

By: River Delta USD

By: _____

Name: Katherine E Wright

Name: Dr. Baljinder Dhillon

Title: Director of Educational Services

Title: Superintendent

Date: 5-15-17

Date: _____

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

Operating Procedures with LEC as Invoicing facilitator	LEC Coordinator	LEA Coordinator
1. Evaluate LEA MAA program to ensure appropriate participation	✓	✓
2. Develop and review audit files	✓	
3. Maintain audit files and store data required to support operational plan		✓
4. Review operational plan for quality assurance and compliance	✓	✓
5. Provide and/or ensure RMTS training for coordinators	✓	
6. Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
7. Provide 100% coding of moments and clarification of moments if necessary	✓	
8. Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
9. Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
10. Input LEA Calendar into SSP, update periodically and certify	✓	
11. Rosters: First period of RMTS implementation: TSP roster, including staff schedules must be uploaded using a template.	✓	
12. Rosters: All subsequent quarters TSP roster/schedules must be updated quarterly		✓

13.	LEA/LEC to certify Coding Report	✓	✓
14.	Offer support both programmatically and fiscally	✓	
15.	Supply RMTS results for invoice process	✓	
16.	Generate/provide LEA Medi-Cal percentage (tape match)	✓	
17.	Provide fiscal training, materials and forms	✓	
18.	Review and provide all fiscal data necessary to process RMTS invoice	✓	✓
19.	Review LEA fiscal data and prepare invoice for reimbursement	✓	
20.	Prepare and submit invoice to DHCS for payment	✓	
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs	✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Sutter County Superintendent of Schools and Department of Health Care Services.

Definitions

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
- 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
- 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.

B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

1.1. Ownership. LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

1.2. Confidentiality Obligations. Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___ 10.8 ___

SUBJECT:

Request to approve Odysseyware Software licenses for the 2017-2018 school year at a cost not to exceed \$42,700.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

RDUSD has utilized Odysseyware for instructional purposes at Mokelumne High Continuation, River Delta Community Day School as well as at River Delta Independent Study and Adult Educational programs. It is also utilized by both high schools at various times of the year for credit recovery. It is comprehensive instructional program that allows students in our alternative education program to complete their graduation requirements.

Status:

The administrators and staff at the alternative education programs as well as the high school administration staff would like to continue the use of Odysseyware in their programs.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$42,700 Alternative Education and Educational Services funds.

Recommendation:

That the board approve the renewal of Odysseyware licenses to be used in alternative education settings and for credit recovery at both high schools in the 2017-2018 school year at a cost not to exceed \$42,700.

Time: _____ 2 mins. ___

300 N. McKemy Avenue, Chandler, AZ 85226

Date: 3/22/2017
Customer #: 30001912

Education Consultant	Email	Phone	Fax
Jordan Nemmers	jnemmers@odysseyware.com	800-622-3070 ext4023	866-465-1954

Contract and Billing Info:

School:	River Delta Joint Unified School District	Contact:	Kathy Wright
Address:	445 Montezuma	Phone:	707-374-1700
Address:	Rio Vista, CA 94571	Email:	kwright@rdusd.org

Training Contact:	Kathy Wright	Email:	kwright@rdusd.org	Phone:	707-374-1700
-------------------	--------------	--------	-------------------	--------	--------------

Qty	PRODUCT & SERVICES	DESCRIPTION	TERM START DATE	TERM END DATE	UNIT PRICE	LINE TOTAL
61	Odysseyware Complete Courseware - Concurrent	Concurrent License with access to all Odysseyware Courseware	07/01/17	07/01/18	\$ 700.00	\$ 42,700.00
-						
-						
-						

GRAND TOTAL

	\$ 42,700.00
Please add to your purchase order or payment any applicable sales tax. If you are exempt from sales tax for your state, please provide us with a tax exempt form to avoid being invoiced for sales tax.	Sales Tax 0.00%
	\$ -

\$ 42,700.00

NOTES

Renewal of 2017 Odysseyware Concurrent Licenses. Please send the purchase order to Nicole McEnaney at nmcaney@odysseyware.com.

(TERMS AND CONDITIONS)

This License Agreement ("Agreement") is entered into between the Customer named above and Glynlyon, Inc. for the provision of the Service described above and is effective as of the date first stated above. This Agreement is subject to and governed by the Standard Terms and Conditions available at <https://www.odysseyware.com/terms-and-conditions> ("Terms"). The Terms are hereby incorporated and made a part of this Agreement by reference. By its signature below the Customer accepts all terms and conditions of this Agreement and all contents of the Terms and intends to be bound thereby.

By signing and returning the document, you authorize and acknowledge that Odysseyware will invoice your account the amount identified on the quote, plus any applicable sales tax, in lieu of a purchase order. This Agreement may be signed in digital format which shall be considered an original.

Signature: Katherine E. Wright Date: 7-1-17
Title: Director of Ed Services

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.9___

SUBJECT:

Request to approve IXL Learning for the 2017-2018 school year at a cost to exceed \$5,720.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

We have utilized the IXL Learning educational software in all four elementary sites and Riverview Middle School. The program presents math skills that are aligned to the California Common Core Content Standards and the California Preschool Learning Foundations, providing comprehensive coverage of math concepts and applications. With IXL's state standards alignments, students access unlimited practice problems specifically tailored to each required standard.

Status:

We would like to provide this educational software again to all five school sites

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$5,720 from Educational Services funding and Adult Education funding.

Recommendation:

That the board approve the purchase of IXL Learning educational software for the 2017-2018 school year at a cost not to exceed \$5,720.

Time: _____2 mins.____



RENEWAL QUOTE

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE # 967587-0517-2
 DATE: MAY 31, 2017

TO:
 Kathy Wright
 River Delta Unified School District
 445 Montezuma St.
 Rio Vista, CA 94571

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Emily Aiken	A13-967587	August 16, 2017 – August 16, 2018	August 16, 2017

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 600 students, including: Grades 2-8: 300 students Subject: Math	\$1,875.00	\$1,875.00
1	Custom Group A in grades 2-12: 250 students Subjects: Math and ELA	\$2,750.00	\$2,750.00
1	Custom Group B in grade 5: 25 students Subjects: Math, ELA, and Science	\$400.00	\$400.00
1	Custom Group C in grade 5: 25 students Subject: Science	\$200.00	\$200.00
1	60-minute virtual professional development session <i>Unlimited instructor accounts included</i>	\$495.00	\$495.00
SUBTOTAL			\$5,720.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$5,720.00

Ordering instructions

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@ixl.com. Please be sure to list the quote number on your payment or purchase order.

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.10___

SUBJECT:

Request to approve Measures of Academic Performance (MAP) assessments for students grades K-10 at a cost not to exceed \$16,254.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

We purchased MAP assessments as interim assessments for students in grades K-10 while the state transitioned to CCSS and the new SBAC system. Staff and administration alike found the assessments to be outstanding indicators of mastery of CCSS as well as an excellent tool for identifying areas that need skill building and support in both ELA and math. The MAP was also approved as one of our basic skills assessment for our EL redesignation criteria for students in grades 3-11.

Status:

We would like to continue utilizing the MAP assessments in 2017-2018.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$16,254 from Educational Services funding.

Recommendation:

That the board approve the purchase of Measures of Academic Performance (MAP) assessments for students grades K-10 at a cost not to exceed \$16,254.

Time: _____2 mins.____



Invoice

121 NW Everett St
Portland OR 97209

Invoice Date: 09/01/2017
Invoice #: INV00059377

Bill To:
River Delta Unified School District
Attn: Accounts Payable
445 Montezuma Street

Rio Vista, California
94571

Partner ID	Comments	Terms	Invoice Amount Due	Due Date
11114		Net 30	\$16,254.00	10/01/2017

Service Period	Quantity	Partner Name: Description	Amount
09/01/2017-08/31/2018	200	River Delta Unified School District: Web-Based MAP for Primary Grades (PO# kwright@rdusd.org)	\$2,700.00
09/01/2017-08/31/2018	1,004	River Delta Unified School District: Web-Based Measures of Academic Progress (MAP) Math, Reading & Language (PO# kwright@rdusd.org)	\$13,554.00
Invoice Subtotal:			\$16,254.00
Invoice Total Due:			\$16,254.00

Phone	Fax	Email	Federal Tax ID
503-624-1951	503-639-7873	business.operations@nwea.org	#93-0686108

Thank you for partnering with us to help all kids learn! For questions and changes, please contact business.operations@nwea.org.

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.12___

SUBJECT:

Request to approve Renaissance Learning Educational Software Licenses for the 2017-2018 school year at a cost not to exceed 23,315.43.

Action: _____
Consent Action: X_____
Information Only: _____

Background:

RDUSD has utilized Renaissance Learning educational software K-8 for the last several years. Students enjoy the program and it supports and promotes reading for pleasure. Renaissance Learning allows teachers to track the types of books students are reading, how well they are comprehending it and areas they need to focus on for improvement.

Status:

Our licenses expire June 30th and we need to renew our subscription to ensure students are able to access the program at the start of the 2017-2018 school year.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$23,315.43 from Educational Services and After School Program funding.

Recommendation:

That the board approve the purchase of Renaissance Learning licenses for the 2017-2018 school year at a cost not to exceed 23,315.43.

Time: _____2 mins.____

RENAISSANCE[®]

Quote #: 1732694

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

River Delta Joint Unified School Dist - 281420
445 Montezuma St
Rio Vista, CA 94571-1651
Contact: Kathy Wright - (707) 374-6381
Email: kwright@rdusd.org

Reference ID: 271779
Created: 05/03/2017

Quote Summary	School Count : 5
Product & Services Total	\$24,697.25
Applied Discounts	\$(1,381.82)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$23,315.43

To receive applicable discounts, all orders included on this quote must be received at the same time.

To place an order, please submit your organization's required purchase order with reference to quote number 1732694. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your credit card order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive (s) Mark Wierzba at (877)236-5036, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the programs you need.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

RENAISSANCE®

Quote #: 1732694

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Bates Elementary School - 286478				
Products & Services		Quantity	Unit Price	Total
Accelerated Math Service Real Time Subscription Renewal	07/01/2017 - 06/30/2018	100	\$2.70	\$270.00
Accelerated Reader 360 Subscription Renewal	07/01/2017 - 06/30/2018	240	\$9.35	\$2,244.00
EIAF RP Complete Real Time Subscription Renewal	07/01/2017 - 06/30/2018	50	\$29.75	\$1,487.50
Star 360 Subscription Renewal	07/01/2017 - 06/30/2018	190	\$12.90	\$2,451.00
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$635.00
Bates Elementary School Subtotal				\$7,087.50
Applied Discounts				\$(467.50)
Bates Elementary School Total				USD \$6,620.00
D H White Elementary School - 281422				
Products & Services		Quantity	Unit Price	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	350	\$6.60	\$2,310.00
EIAF RP Complete Real Time Subscription Renewal	07/01/2017 - 06/30/2018	50	\$29.75	\$1,487.50
Math Facts in a Flash Subscription Renewal	07/01/2017 - 06/30/2018	160	\$2.70	\$432.00
Star Early Literacy Subscription Renew	07/01/2017 - 06/30/2018	125	\$4.45	\$556.25
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	360	\$4.45	\$1,602.00
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$635.00
D H White Elementary School Subtotal				\$7,022.75
Applied Discounts				\$(69.30)
D H White Elementary School Total				USD \$6,953.45
Isleton Elementary School - 286751				
Products & Services		Quantity	Unit Price	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	240	\$6.60	\$1,584.00
Star Early Literacy Subscription Renew	07/01/2017 - 06/30/2018	100	\$4.45	\$445.00
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	120	\$4.45	\$534.00
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$635.00
Isleton Elementary School Subtotal				\$3,198.00
Applied Discounts				\$(47.52)
Isleton Elementary School Total				USD \$3,150.48
Riverview Middle School - 281424				

RENAISSANCE®

Quote #: 1732694

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Products & Services		Quantity	Unit Price	Total
Accelerated Reader Subscription Renewal	07/01/2017 - 06/30/2018	250	\$6.60	\$1,650.00
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	250	\$4.45	\$1,112.50
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$635.00
Riverview Middle School Subtotal				\$3,397.50
Applied Discounts				\$(49.50)
Riverview Middle School Total				USD \$3,348.00
Walnut Grove Elementary School - 287216				
Products & Services		Quantity	Unit Price	Total
Accelerated Reader 360 Subscription Renewal	07/01/2017 - 06/30/2018	240	\$9.35	\$2,244.00
Star Early Literacy Subscription Renew	07/01/2017 - 06/30/2018	100	\$4.45	\$445.00
Star Reading Subscription Renewal	07/01/2017 - 06/30/2018	150	\$4.45	\$667.50
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2017 - 06/30/2018	1	\$635.00	\$635.00
Walnut Grove Elementary School Subtotal				\$3,991.50
Applied Discounts				\$(748.00)
Walnut Grove Elementary School Total				USD \$3,243.50

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.13___

SUBJECT:

Request to approve the Medical Billing Systems agreement for the 2017-2018 school year at a cost not to exceed \$800.

Action: _____
Consent Action: ___x___
Information Only: _____

Background & Status:

Medical Billing Systems, Inc. provides MediCAL billing services and ensures that the District bills for all allowable services.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$800 paid by Educational Services

Recommendation:

That the board approve the Medical Billing Systems agreement for the 2017-2018 school year at a cost not to exceed \$800.

Time: _____2 mins.____

MEDICAL BILLING SYSTEMS INC.
1175 Shaw Ave., #104 ~ PMB 330
CLOVIS, CA 93612
(888) 381-7066
(888) 381-4848 FAX

1. This agreement is made on JULY 1, 2017, between Medical Billing Systems (MBS) And RIVER-DELTA UNION SCHOOL DIST. (Client), and shall remain in force for **one (1) year.**
2. In consideration of the mutual promises set forth below, MBS and The Client agree as follows:

MBS agrees to do the following:

- (a) Prepare and submit for payment all of the Client's Medicaid and third party insurance claims, using CPT and HCPCS codes as appropriate.
- (b) Follow up on all claims (including rejected, lost, or delayed claims). This may include resubmissions, tracers, and claims inquiry forms.
- (c) Communicate as necessary with fiscal intermediaries and carriers.
- (d) Maintain accurate billing records of amounts billed, payments received, adjustments, and outstanding balances as submitted by each provider. MBS will provide financial reports to Client after paid Medicaid RAD's are received.
- (e) Monitor and make all reasonable efforts to improve ratio of outstanding billings to claims paid.
- (f) Maintain any clinical records insofar as they are germane to billings.
- (g) Forward to the Client any information relating to changes in government billing guidelines or other data having a significant impact on billing practices.
- (h) Take all steps as are reasonably feasible to maximize payment of claims for the Client's services. This includes 2 onsite visits per year to be arranged in advance by MBS and Client. An onsite visit may be considered a telephone conf. call with the agreement of both parties.
- (i) Submit all received claims within 45 days of receipt.

The Client agrees to do the following:

- (a) Provide to MBS all student data necessary to enable MBS to present claims for payment including, but not limited to, student's name, date of birth, dates of treatment, type of treatment, and provider's name.
- (b) Provide MBS with a list of IEP's with first, last, name, DOB and gender.
- (c) Sign an 835 Transaction Agreement to allow MBS to download RAD's from the Medi-Cal website.

MEDICAL BILLING SYSTEMS/CLIENT AGREEMENT

- (a) Pay MBS a flat rate fee of \$800.00 due on June 25, 2018.

MBS will continue to process Medi-Cal RAD's as they are received and forward breakdowns to Client.

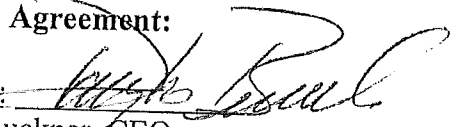
Projected LEA income is \$8,000.00 for fiscal 2017-2018.

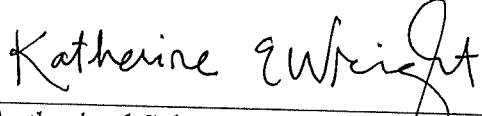
- (b) Pay MBS within THIRTY (30) days of receiving an MBS invoice or otherwise pay a late fee amounting to 1.50% per month (finance charge) on all invoices past due.
- (c) MBS has an additional ninety (90) days from date of termination of contract with Client, within which to pursue unpaid claims that were in existence at termination of contract. The Client will fully cooperate with and provide MBS with all information and data necessary to enable MBS to pursue collections during said 90 day period. In the event of audit MBS shall be liable only for return of the monies paid to MBS for the amount in question. MBS will assist in the audit process either onsite or via telephone with DHS / CMS. All source documents are the property of the Client and can be returned to the Client upon completion of the 90 days.

Page Three

- (d) The Client or MBS may terminate this Agreement without cause. The Client must inform MBS (via registered certified letter) of the request for termination. Termination would take place thirty (30) days after the signature by Douglas Buckner the CEO of MBS Inc.
- (e) Client will sign a separate Business Associate Agreement (BAA) with MBS. This is required from DHS / CMS for HIPAA compliance.
- 3. This Agreement supersedes any and all other agreements and the covenants, promises, rights, and obligations in this document represent the entire agreement of the parties. No agreement, statement, or promise not contained in the Agreement shall be valid or binding on the parties.
- 4. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed in accordance with the laws of the State of California.

Parties in Agreement:

Signature: 
Douglas Buckner, CEO
Medical Billing Systems Inc.
5-30-2017 (Date)


Authorized School/COE Representative
5-30-17 (Date)

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.14

SUBJECT

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Bizzi Bodies Children's Therapy) for the 2016-2017 school year at a cost not to exceed \$1,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Bizzi Bodies Children's Therapy

Description of Service(s): Student requires programs and services unique to his/her needs. The IEP team determined Bizzi Bodies to provide physical therapy services for district students attending special schools. Additional services were required per students IEP for the 2016-2017 school year.

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

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$1,000 paid by 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 (Bizzi Bodies Children's Therapy) for the 2016-2017 school year at a cost not to exceed \$1,000.

Time: 2 mins.

SACRAMENTO COUNTY
SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL / AGENCY SERVICES*

MASTER CONTRACT

2016–2017

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2016-2017

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

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

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

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

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

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

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	7
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	10
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	11

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	12
23. INSTRUCTIONAL MINUTES	13
24. CLASS SIZE	13
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING	15
29. MANDATED ATTENDANCE AT LEA MEETINGS	15
30. POSITIVE BEHAVIOR INTERVENTIONS	16
31. STUDENT DISCIPLINE	17
32. IEP TEAM MEETINGS	17

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

33. SURROGATE PARENTS AND FOSTER YOUTH	18
34. DUE PROCESS PROCEEDINGS	18
35. COMPLAINT PROCEDURES	18
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	19
38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	20
40. PARENT ACCESS	20
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	20
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	22
 IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	23
46. STAFF QUALIFICATIONS	23
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	24
48. STAFF ABSENCE	25
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	25
 V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	26
51. FACILITIES AND FACILITIES MODIFICATIONS	26
52. ADMINISTRATION OF MEDICATION	26
53. INCIDENT/ACCIDENT REPORTING	27
54. CHILD ABUSE REPORTING	27
55. SEXUAL HARASSMENT/DISCRIMINATION	27
56. REPORTING OF MISSING CHILDREN	27
 VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
58. RIGHT TO WITHHOLD PAYMENT	29
59. PAYMENT FROM OUTSIDE AGENCIES	30
60. PAYMENT FOR ABSENCES	30
61. INSPECTION AND AUDIT	31
62. RATE SCHEDULE	32
63. DEBARMENT CERTIFICATION	32
EXHIBIT A: RATES (NPS ONLY)	33
EXHIBIT B: RATES (NPA ONLY)	34

LEA: River Delta Unified School District

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2016, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Bizzi Bodies Children's Therapy (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification

issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. (Cal. Code Regs., tit. 5, § 3062(d).) In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal

year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a

result of lack of provision of services while the student was served by the nonpublic school or agency.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (“SELPA”) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term “qualified” means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency–approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other

related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)), or immediately if CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. **INSURANCE**

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

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

17. **INDEPENDENT CONTRACTOR**

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

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

18. **SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred

and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

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

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is an LCI, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

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

become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

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

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

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

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

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall

include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPPA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal

laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services.

CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based

services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe

each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

48. STAFF ABSENCE

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

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic

school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

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

52. ADMINISTRATION OF MEDICATION

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

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

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

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education

and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide LEA access to all records as defined in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB

("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR
Bizzi Bodies Children's Therapy

Nonpublic School/Agency

By:

Signature Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

LEA
River Delta Unified School District

By:

Signature Date

By:

Name and Title of Authorized Representative

Notices to LEA shall be addressed to:

Name and Title
Trisha Salomon, Secretary

LEA
River Delta Unified School District

Address
445 Montezuma Street

City State Zip
Rio Vista CA 94571

Phone Fax
707-374-1729 707-374-2901

Email
tsalomon@rdusd.org

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State
Zip

Phone Fax

Email

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2016-2017 CONTRACT YEAR

CONTRACTOR Bizzi Bodies **CONTRACTOR NUMBER** _____ **2016-2017**
(NONPUBLIC SCHOOL) (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$1,000.00
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

Rate	Period
_____	_____
_____	_____

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

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

B. Related Services

(1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	<u>\$110.00</u>	<u>Per hour</u>
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

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

**By credentialed Special Education Teacher.

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)				Nonpublic School			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				e-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		e-Mail			
Grade	Level	Sex	() M () F	Education Schedule – Regular School Year			
Parent/Guardian Last Name		Parent/Guardian First Name		Number of Days		Number of Weeks	
				Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						TOTAL COST			\$

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ _____

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD
ON _____

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic School)

(Name of LEA)

(Signature)
(Date)

(Signature)
(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

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

CONTRACTOR _____ 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 \$1,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

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

		\$ Per Hour
--	--	----------------

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

This agreement is effective on _____ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

SELPA INFORMATION	
Student Services	Program Contact:
	Program Contact Phone: (916)-686-7780
	Program Contact Fax: (916)-686-7749
	Program Contact E-mail: @egusd.net

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

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

CONTRACT INFORMATION		
ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:

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

Therapy	minutes	minutes	minutes	minutes			hours		
Behavior Intervention Services	sessions	sessions	sessions	sessions			hours		
	minutes	minutes	minutes	minutes					
Other:	sessions	sessions	sessions	sessions			hours		
	minutes	minutes	minutes	minutes					

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

-CONTRACTOR-

-LEA-

(Name of Nonpublic Agency)

(Name of LEA)

(Signature)
(Date)

(Signature)
(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.15___

SUBJECT

Request to approve the 2016-2017 General Agreement for Nonpublic, Nonsectarian School/Agency Loomis Gateway Academy to provide services at a cost not to exceed \$1,000.

Action: _____
Consent Action: ___x___
Information Only: _____

Background & Status:

Name of Vendor: Loomis Gateway Academy

Description of Service(s): To provide extended school year services.

Date(s) of Service(s): 2016-2017 School Year

Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$1,000 from Special Education funds.

Recommendation:

That the Board approves the 2016-2017 General Agreement for Nonpublic, Nonsectarian School/Agency Loomis Gateway Academy to provide services at a cost not to exceed \$1,000

Time: _____2 mins.____

SACRAMENTO COUNTY
SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL / AGENCY SERVICES*

MASTER CONTRACT

2016–2017

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

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	7
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	10
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	11

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	12
23. INSTRUCTIONAL MINUTES	13
24. CLASS SIZE	13
25. CALENDARS	13
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING	15
29. MANDATED ATTENDANCE AT LEA MEETINGS	15
30. POSITIVE BEHAVIOR INTERVENTIONS	16
31. STUDENT DISCIPLINE	17
32. IEP TEAM MEETINGS	17

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

33. SURROGATE PARENTS AND FOSTER YOUTH	18
34. DUE PROCESS PROCEEDINGS	18
35. COMPLAINT PROCEDURES	18
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	19
38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	20
40. PARENT ACCESS	20
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	20
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	21
43. STATE MEAL MANDATE	22
44. MONITORING	22
IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	23
46. STAFF QUALIFICATIONS	23
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	24
48. STAFF ABSENCE	25
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	25
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	26
51. FACILITIES AND FACILITIES MODIFICATIONS	26
52. ADMINISTRATION OF MEDICATION	26
53. INCIDENT/ACCIDENT REPORTING	27
54. CHILD ABUSE REPORTING	27
55. SEXUAL HARASSMENT/DISCRIMINATION	27
56. REPORTING OF MISSING CHILDREN	27
VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	28
58. RIGHT TO WITHHOLD PAYMENT	29
59. PAYMENT FROM OUTSIDE AGENCIES	30
60. PAYMENT FOR ABSENCES	30
61. INSPECTION AND AUDIT	31
62. RATE SCHEDULE	32
63. DEBARMENT CERTIFICATION	32
EXHIBIT A: RATES (NPS ONLY)	33
EXHIBIT B: RATES (NPA ONLY)	34

LEA: River Delta Unified School District

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2016, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Loomis Gateway Academy (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification

issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. (Cal. Code Regs., tit. 5, § 3062(d).) In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal

year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a

result of lack of provision of services while the student was served by the nonpublic school or agency.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other

related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of the contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)), or immediately if CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. **INSURANCE**

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

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit to LEA for approval the proposed subcontract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred

and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

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

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements. Per Sections 60851.5 and 60851.6 of the California Education Code, these requirements do not include passing the California High School Exit Exam ("CAHSEE") as the administration of that examination is currently suspended.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is an LCI, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

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

become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

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

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

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

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

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

behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

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

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP Team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP Team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall

include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP Team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP Team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8(a) and 106.9(a); (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPPA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of LEA student one month prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal

laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services.

CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based

services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

CONTRACTOR shall allow representatives from LEA access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe

each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

48. STAFF ABSENCE

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

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

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

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic

school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

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

52. ADMINISTRATION OF MEDICATION

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

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

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

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP; month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st 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 percentage of a 314-minute instructional day.

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB

("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

CONTRACTOR
Point Quest

LEA
River Delta Unified School District

Nonpublic School/Agency

By:

Signature Date

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service
Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

By:

Signature Date

By:

Name and Title of Authorized
Representative

Notices to LEA shall be addressed to:

Name and Title

Trisha Salomon, Secretary

LEA
River Delta Unified School District

Address

445 Montezuma Street

City State Zip
Rio Vista CA 94571

Phone Fax
707-374-1729 707-374-2901

Email
tsalomon@rdusd.org

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State
Zip

Phone Fax

Email

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

CONTRACTOR _____ 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 \$1000.00
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

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

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.16___

SUBJECT:

Request to approve Turnitin, LLC for the 2017-2018 school year at a cost not to exceed \$5,190.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

We have utilized Turnitin software at Rio Vista High School, Riverview Middle School, Delta High School and Clarksburg Middle School to assist with checking for plagiarism on student works that were submitted and found it to be a very useful tool for teachers.

Status:

Our license expires June 30th and we need to renew our subscription to ensure teachers are able to access the program at the start of the 2017-2018 school year.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$5,190 from Educational Services funding.

Recommendation:

That the board approve the purchase of Turnitin, LLC for the 2017-2018 school year at a cost not to exceed \$5,190.

Time: _____2 mins.____



Quotation

Company Address	Turnitin, LLC 2101 Webster St., Suite 1800 Oakland, 94612 US	Created Date	5/17/2017 2:05 PM
Prepared By	Jo Lewis	Quote Number	Quote-Q-80004-2
Phone	(510) 369-3587	Expiration Date	6/16/2017
Email	jlewis@turnitin.com	Contact Name	Kathy Wright
Bill To Name	River Delta Joint Unified School District	Phone	
Bill To	445 Montezuma St RIO VISTA, CA 94571 US	Email	kwright@rdusd.org
Quote To Name	River Delta Joint Unified School District	Fax	
Quote To	445 Montezuma St RIO VISTA, CA 94571-1699 US	Additional To Name	River Delta Joint Unified School District
		Additional To	445 Montezuma St RIO VISTA, CA 94571 US

Product Name	Product Description	Qty	Annual Price	Start Date	End Date	Total
Turnitin FBS	Turnitin FBS: Originality Checking and Feedback	800.00	4.75	8/14/2017	8/13/2018	USD 3,800.00
Turnitin FBS Campus Fee	Turnitin FBS Campus Fee	2.00	695.00	8/14/2017	8/13/2018	USD 1,390.00
Sales Tax						USD 0.00
TOTAL						USD 5,190.00

Please Note:

Products sold to certain states are subject to tax. Turnitin charges sales tax in these states: AZ, IL, IN, MA, MI, NM, NY, OH, SD, TX, UT, WA, PA.

Fee does not include applicable tax. Invoice will reflect applicable tax (state and local)

The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.

No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Order Instructions:

To purchase or renew your Turnitin license, please fax your purchase order and a copy of this quote to Turnitin, LLC, at: (510) 764-7612

or mail payment and a copy of this quote to:

Turnitin, LLC
Dept.34258
PO Box 39000

San Francisco, CA 94139

You may also contact us with your credit card information at (866) 816-5046 x239 or x240 By accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>.

Training: On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to Training Terms and Conditions.

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

BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: _____

From: Antonia Slagle, Isleton Elementary Principal/RDUSD
Preschool Director

Item #: 10.17

SUBJECT

Request to change name of First Five School Readiness Isleton
Preschool to River Delta Unified School District Preschool.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: California Department of Education/RDUSD

On May 31, 2017 California Department of Education notified River Delta Unified School District has received preschool funding for 2017-2018. In order to maintain the site license, we must submit a facility name change to the board for approval and notify state licensing. We are hereby requesting that the RDUSD school board approves the facility name change from First Five School Readiness Isleton Preschool to River Delta Unified School District Preschool.

Date(s) of Service(s): starting July 1, 2017

Presenter:

Antonia Slagle, Principal, Isleton Elementary/Director, RDUSD Preschool

Cost &/or Funding Sources (be specific)

None.

Recommendation:

That the Board approve the name change from First Five School Readiness Isleton Preschool to River Delta Unified School District Preschool.

Time: 5 mins. __

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments: _____

From: Don Beno, Superintendent

Item Number: 10.18

SUBJECT Donations

Action: _____
Consent Action: x _____
Information Only: _____

Background:

Donations to Receive and Acknowledge:

Rio Vista High School – in Memory of Harvey Felt
Mr. and Mrs. Danny Bowers
Mr. and Mrs. Jerry Penick

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: June 13, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___11___

SUBJECT:

Action: ___X___

Request to approve the purchase and adoption of Pre-Calculus 10th Edition by Ron Larson for Rio Vista High and Delta High School at a cost not to exceed \$12,593.28.

Consent Action: _____

Information Only: _____

Background & Status:

The Math Curriculum Committee has met and approved the following textbooks:
Pre-Calculus 10th Edition by Ron Larson

These textbooks have been approved for the Math Analysis classes at Rio Vista High and Delta High School.

Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

\$12,593.28 from Educational Services (0480)

Recommendation:

Request to approve the purchase and adoption of Pre-Calculus 10th Edition by Ron Larson for Rio Vista High and Delta High School at a cost not to exceed \$12,593.28.

Time: _____3 mins.____

BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: June 13, 2017

Attachments: X
Item no. 12

SUBJECT Request for approval of "Declaration of Need for Fully Qualified Educators" for the 2017-18 School Year

Action: X
Consent: _____
Information Only: _____

Background The Commission on Teacher Credentialing requires that school districts have on file a declaration, adopted by the school board, certifying the areas of anticipated need for fully qualified educators.

Status:

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

Recommendation: That the Board approve the "Declaration of Need For Fully Qualified Educators for the 2017-18 school year.

Time: _____

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

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



BOARD AGENDA BRIEFING

Meeting Date: June 13, 2017

Attachments:

From: Kathy Wright, Director of Educational Services

___x___ Item #:

SUBJECT:

___13___

Action: ___X___

Request to approve two (2) new courses "Real-world Engineering" and "Advanced Art" at Riverview Middle School – Kathy Wright

Consent Action: _____

Information Only: _____

Background & Status:

Real-world Engineering - This is a hands-on class where students will be challenged to meet certain criteria or solve specific problems. The course will utilize the NGSS (Next Generation Science Standards) Science and Engineering Practices.

Advanced Art - This course is organized around new materials and new projects selected by the teacher, using progressively more advanced techniques in two- and three- dimensional art forms. Emphasis is placed on the Elements of Art and Principles of Design throughout the course.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources

N/A

Recommendation:

That the board approve the two (2) additional courses at Riverview Middle School.

Time: _____5 mins.____

Real-world Engineering

Course Description

Real-world Engineers is a hands-on class where student will be challenged to meet certain criteria or solve specific problems. The course will utilize the NGSS (Next Generation Science Standards) Science and Engineering Practices. The STEM Design Process will be used as a framework for the activities, challenges, and team projects. Each quarter will have a specific theme such as structures or flight, include guest speakers, and conclude with a project.

Quarter 1: Structures

Bridges, towers, shelters, Keva Plank and Lego Challenges
The Great Bridge Challenge

Quarter 2: Coding and Electronics

Coding, Day of Code, AI (artificial intelligence), "robots", articulated hand.
The Great Desert Island STEM Challenge

Quarter 3: Flight and Motion

Wind, turbines, cars, Catapults, rafts
Project: The Great Artic Circle STEM challenge

Quarter 4: Environmental

Wind turbines, solar heaters, survival tasks
Project: The Great Pioneer Town STEM Challenge

**River Delta Unified School District
NEW COURSE APPROVAL REQUEST
COURSE OF STUDY OUTLINE**

- I. DEPARTMENT: Mathematics
- II. COURSE TITLE: Applied Mathematics: Real world Engineering
- III. GRADE LEVEL(S): 7th and 8th
- IV. COURSE LENGTH: 1 year
- V. NUMBER OF CREDITS: 5
- VI. COURSE DESCRIPTION (please attached proposed syllabus):

Real-world Engineers is a hands-on class where student will be challenged to meet certain criteria or solve specific problems. The course will utilize the NGSS (Next Generation Science Standards) Science and Engineering Practices. The STEM Design Process will be used as a framework for the activities, challenges, and team projects. Each quarter will have a specific theme such as structures or flight, include guest speakers, and conclude with a project.

Quarter 1: Structures

Bridges, towers, shelters, Keva Plank and Lego Challenges
The Great Bridge Challenge

Quarter 2: Coding and Electronics

Coding, Day of Code, AI (artificial intelligence), "robots", articulated hand.
The Great Desert Island STEM Challenge

Quarter 3: Flight and Motion

Wind, turbines, cars, Catapults, rafts
Project: The Great Artic Circle STEM challenge

Quarter 4: Environmental

Wind turbines, solar heaters, survival tasks
Project: The Great Pioneer Town STEM Challenge

VII. RATIONALE FOR THE COURSE:

To create and explore interest in science, math, art, and engineering (STeAM) using the design process (see Next Generation Science Standards NGSS).

VIII. RESOURCES:

- a. Next Generation Science Standards (NGSS)
- b. Stem Engineering Challenging Projects (sets 1 – 9)
- c. Stem Bundles (1-3)
- d. AIMS, GEMS from LHS (Lawrence Hall of Science)
- e. Home Challenges
- f. Guest Speakers, field trips, parents, Myth Busters

IX. COURSE ALIGNMENT:

X. CSU/UC APPROVAL: Yes No

a. If YES, WHAT AREA? _____

XI. CBED COURSE IDENTIFIER #: _____

XII. VOCATIONAL EDUCATION COURSE? Yes No

a. IF SO, WHAT LEVEL?

i. Introductory

ii. Concentrator

iii. Completer

DISTRICT APPROVAL? Yes No

If YES,

COURSE #: _____

SHORT TITLE: _____

LONG TITLE: _____

Advanced Art

2017-18

Year Long

Ms. Dyckovsky

Riverview Middle School, Rio Vista, CA

adyckovsky@rdusd.org

707-374-2345

Prerequisites:

- At least one year of middle school art and permission from the art teacher.
- Offered to exceptional students who exhibit enthusiasm and mastery of art skills and knowledge covered in Art1/Art2.

Overview

This course is organized around new materials and new projects selected by the teacher, using progressively more advanced techniques in two- and three- dimensional art forms. Emphasis is placed on the Elements of Art and Principles of Design throughout the course. Reading, writing, and vocabulary are incorporated into each lesson. This class continues to develop a foundation in drawing and painting through the five strands of the Visual and Performing Arts Framework and the California State Visual Arts Content Standards (VAPA).

Students are expected to produce in depth, high-level work with increased independence.

Course Objectives

- Learn/Identify/Apply visual art terms.
- Explore a variety of art media, techniques, and processes.
- Create works of art that demonstrate the use of the Elements of Art and Principles of Design.
- Examine, interpret, and critique a variety of works of art (including self).
- Experience the expressive possibilities of various art media.
- Practice safe and responsible use of art media, materials, and studio (classroom) space.
- Explore how the visual arts can add quality to life and lifelong learning.

Daily Supplies

- Students should be prepared each day with a sharpened, #2 wood pencil and eraser.
- Each student will be supplied with a sketchbook, which will be used throughout the year.
- Each student will have a portfolio in the classroom to store artwork through the entire year.
- A \$20 donation is requested for each student to assist in purchasing supplies for the course.

Evaluations

- Students will be assessed both formally and informally through observation, assignments, hands-on lessons and projects. Students will work as individuals, in team settings and as an entire class. Daily participation in art activities will be vital to the students learning.
- Grading is based on final art projects, written reflections, sketchbook assignments, worksheets, class participation, craftsmanship, effort and attitude.
- As students complete assignments, they earn points. The percentage of points earned vs. points possible determines grades.

**River Delta Unified School District
NEW COURSE APPROVAL REQUEST
COURSE OF STUDY OUTLINE**

- I. DEPARTMENT: Art
- II. COURSE TITLE: Advanced Art
- III. GRADE LEVEL(S): 7-8
- IV. COURSE LENGTH: 1 year
- V. NUMBER OF CREDITS: 5
- VI. COURSE DESCRIPTION (please attached proposed syllabus):
- VII. This course is organized around new materials and new projects selected by the teacher, using progressively more advanced techniques in two- and three-dimensional art forms. Emphasis is placed on the Elements of Art and Principles of Design throughout the course. Reading, writing, and vocabulary are incorporated into each lesson. This class continues to develop a foundation in drawing and painting through the five strands of the Visual and Performing Arts Framework and the California State Visual Arts Content Standards (VAPA). Students are expected to produce in depth, high-level work with increased independence.
- VIII. RATIONALE FOR THE COURSE:
- Students in Art 1 and 2 have shown great success and development in their Art skills. There are many 8th graders who have now taken two years of Art and are ready for a more advanced program. A few 7th graders have also shown great initiative and talent in Art and are also eligible to participate in an advanced program.
- IX. RESOURCES:
- Students should be prepared each day with a sharpened, #2 wood pencil and eraser. Each student will be supplied with a sketchbook, which will be used throughout the year. Each student will have a portfolio in the classroom to store artwork through the entire year. A \$20 donation is requested (but not required) for each student to assist in purchasing supplies for the course.
- The teacher uses VAPA standards to guide instruction
- X. COURSE ALIGNMENT:
- Advanced Art is the third Art level to be provided at Riverview. Art 1 is a prerequisite to Advanced Art.
- XI. CSU/UC APPROVAL: Yes No
- a. If YES, WHAT AREA? _____

XII. CBED COURSE IDENTIFIER #: _____

XIII. VOCATIONAL EDUCATION COURSE? ___ Yes No

a. IF SO, WHAT LEVEL?

i. Introductory ___

ii. Concentrator ___

iii. Completer ___

DISTRICT APPROVAL? ___ Yes ___ No

If YES,

COURSE #: _____

SHORT TITLE: _____

LONG TITLE: _____