

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

November 14, 2017

Clarksburg Middle School ♦ 52870 Netherlands, Clarksburg, CA

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

REGULAR MEETING AGENDA

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

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

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

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific agenda item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. However, **understand the Board may not take action on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s)
 - 9.1.2 Committee Report(s)
 - 9.1.3 Superintendent Beno's report(s)
 - 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer and Craig Hamblin, Director of MOT
 - 9.2.1 ADA/Enrollment Report - Elizabeth Keema-Aston
 - 9.2.2 Monthly Financial Report - Elizabeth Keema-Aston
 - 9.2.3 Maintenance, Operations & Transportation Update - Craig Hamblin
 - 9.3 Other – Education Services' Reports and/or Presentation(s) -
 - 9.3.1 Educational Services and Special Education Updates – Kathy Wright
 - 9.3.2 Plan a study session for the Self Reporting Local Indicators – Kathy Wright
10. **Consent Calendar**
 - 10.1 Approve Board Minutes
Regular Meeting of the Board, October 10, 2017
 - 10.2 Receive and Approve Monthly Personnel Reports

As of November 14, 2017

- 10.3 District's Monthly Expenditure Report
October 2017
- 10.4 Request to approve the renewal of School Messenger for the 2017-18 school year at a cost not to exceed \$3,171.20 – Educational Services Funding – Kathy Wright
- 10.5 Request to approve an Independent Contract with Lee Williams to provide CPR and First Aid to district employees at a cost not to exceed \$5,400– Bonnie Kauzlarich
- 10.6 Request to approve the Rio Vista High School's soccer fundraising events "Candy Sells" and "Spirit Wear Sales" to purchase uniforms and equipment – Vicky Turk
- 10.7 Request to approve Delta High School's ASB fundraising event "Water Sales" to benefit the girl's varsity soccer team – Laura Uslan
- 10.8 Request to approve the overnight fieldtrip for Bates Elementary 6th grade students to attend the Sly Park Environmental Education Center from February 5-9, 2018 – Maria Elena Becerra
- 10.9 Request to approve the overnight fieldtrip for Bates Elementary 4th grade students to attend the Marshall Gold Discovery State Historic Park in March or April 2018, date will be determined on camp site availability – Maria Elena Becerra
- 10.10 Request to approve the agreement with 806 Technologies, Inc. for the 2017-2018 school year at a cost not to exceed \$5,050.00 – Educational Services Funds – Kathy Wright
- 10.11 Request to approve the agreement with Panorama Education for the 2017-2018 school year at a cost not to exceed \$6,295.30 – Educational Services Funds – Kathy Wright
- 10.12 Request to apply for the First 5 School Readiness Contract Renewal for fiscal years 2018-2021 – Carrie Norris
- 10.13 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2017-2018 school year at a cost not to exceed \$20,000 – Special Educational Funds – Kathy Wright
- 10.14 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Sunbelt Staffing, LLC) to provide Speech-Language Pathology Assistance (SLPA) for the 2017-2018 school year at a cost not to exceed \$20,000 – Special Educational Funds – Kathy Wright
- 10.15 Donations to Receive and Acknowledge:
- Isleton Elementary School – 6th Grade Sly Park Educational Fieldtrip**
 - Walmart #1789 - \$50 (gift card)
 - The Dutra Group - \$235
 - Walnut Grove Pizza Factory - \$100
 - Oilwell Materials/Ace Hardware - \$100
 - Bank of Stockton (Rio Vista) - \$50
 - C.R.C. Employees - \$78
 - Lira's Supermarket - \$235
 - Delta High School – FAFSA and Dream Application Night**
 - Chipotle (Elk Grove – 7440 Laguna Blvd.) – Food for volunteers
 - Rio Vista High School – Foreign exchange student's school expenses**
 - Trilogy at Rio Vista Bingo Club
 - Riverview Middle School – School Garden**

Lira's Supermarket	\$600
McPherson Crane and Rigging	\$600
Rio Vista Rotary Club	\$300
Abel Chevrolet	\$300
James Wheeler	\$100
Janet Blegen	\$100
Carolyn Freese	\$100
Jay Forbes	\$100
Chris and Melinda Barkman	\$75
Chandra Drury	\$50
Scarlett and Greta Dole	\$30
Rachel White	\$25
Lisa Rae Coad	\$25
Paula and Don Coombs	\$25
Stanley and Karen Katzman	\$20
Kenneth and Betty Redford	\$20
Elvia Coronado	\$10
Robert and Jeanne Crawford	\$5
Various cash donations	\$187.72

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

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

11. Request to set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 12, 2017 with the Open Session beginning at 6:30pm at the Rio Vista High School Theater – Don Beno
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

12. Request to approve the material revision to Delta Elementary Charter School's Charter – Elizabeth Keema Aston
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

13. Request a Public Hearing – To acknowledge River Delta Unified School District's negotiation proposals to the River Delta Unified Teacher's Association (RDUTA) for 2017-2018 – Don Beno
Open Public Hearing _____ pm Public Comment: Close Public Hearing _____ pm
 Request to approve the River Delta Unified School District's negotiation proposals to the River Delta Unified Teacher's Association (RDUTA) for 2017-2018 – Don Beno
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

14. Public Hearing – To acknowledge River Delta Unified School District's negotiation proposals to the California School Employees Association, Chapter 319 (CSEA) for 2017-2018 – Don Beno
Open Public Hearing _____ pm Public Comment: Close Public Hearing _____ pm
 Request to approve the River Delta Unified School District's negotiation proposals to the California School Employees Association, Chapter 319 (CSEA) for 2017-2018 – Don Beno
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

15. Request to approve the job descriptions entitled "RDUSD State Preschool Assistant Bilingual (Spanish) Teacher & RDUSD State Preschool Assistant Teacher pending CSEA ratification – Don Beno
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

16. Hold a Public Hearing Regarding a Proposed Election to Submit the Question of Amending Community Facilities District No. 1 to the Qualified Electors – Elizabeth Keema-Aston
Open Public Hearing _____ pm Public Comment: Close Public Hearing _____ pm
 Request to approve Resolution #738 calling an Election to Submit the Question of Amending Community Facilities District No. 1 (Special Tax) to the Qualified Electors – Elizabeth Keema-Aston
 Motioned: _____ Second: _____
 Roll Call Vote:
 Member Fernandez ____; Member Olson ____; Member Riley ____; Member Donnelly ____; Member Elliott ____; Member Maghoney ____; Member Bettencourt ____; Vote: ____

17. Request to approve the consulting agreement with Communication Strategies to provide technical support for the new district wide phone system, not to exceed \$13,065 on time funds – Elizabeth Keema-Aston
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

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

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

20. 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 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 or before Friday, November 10, 2017, by or before 5:30 p.m.

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

ATTACHMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

November 14, 2017

Clarksburg Middle School ♦ 52870 Netherlands, Clarksburg, CA

CLOSED SESSION

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

A Closed Session will be held beginning at 5:35 p.m. on November 14, 2017, at the Clarksburg Middle School, Clarksburg, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

- 4.1 Student Discipline [Education Code Sections 49070 (c) and 76232 (c)]. - None
4.2 Possible or Pending Litigation [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)
4.2.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations
4.3 Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases [Government Code Section 54957]

Following Conference with Legal Counsel (Girard, Edwards, Stevens & Tucker LLP):

Public Employee(s) Evaluation:

- 4.3.1 Superintendent
4.3.2 Certificated
4.3.3 Classified
4.3.4 Public Employee(s) Searches, Appointment, Employment conditions
4.3.5 Complaint, Discipline, Dismissal, Non-Reelects, & Releases
4.3.6 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.
4.3.6.1 Administration
4.3.6.2 Confidential
4.3.6.3 RDUTA
4.3.6.4 CSEA

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

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

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



BOARD AGENDA BRIEFING

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

Action Item: _____
SUBJECT: Monthly Enrollment and ADA Report (**October Month 3**) Consent Action: _____
Information Only: x

Background: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for *2016-2017 and 2017-2018*. The summary also shows the increase/decrease enrollment for current and prior months. The attached charts compare the ADA with Enrollment for the current year and five (5) prior years.

Status: District-wide enrollment ***decreased by 14 students*** compared to the same month last year, decreasing from 1,920 to 1,906. (Does not include Adult Ed)

District-wide enrollment ***increased by 7 students*** compared to last month (*September*), from 1,899 to 1,906. (Does not include Adult Ed)

District-wide attendance ***has decreased 7 ADA*** compared to last month (*September*), 1,821 to 1,814. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

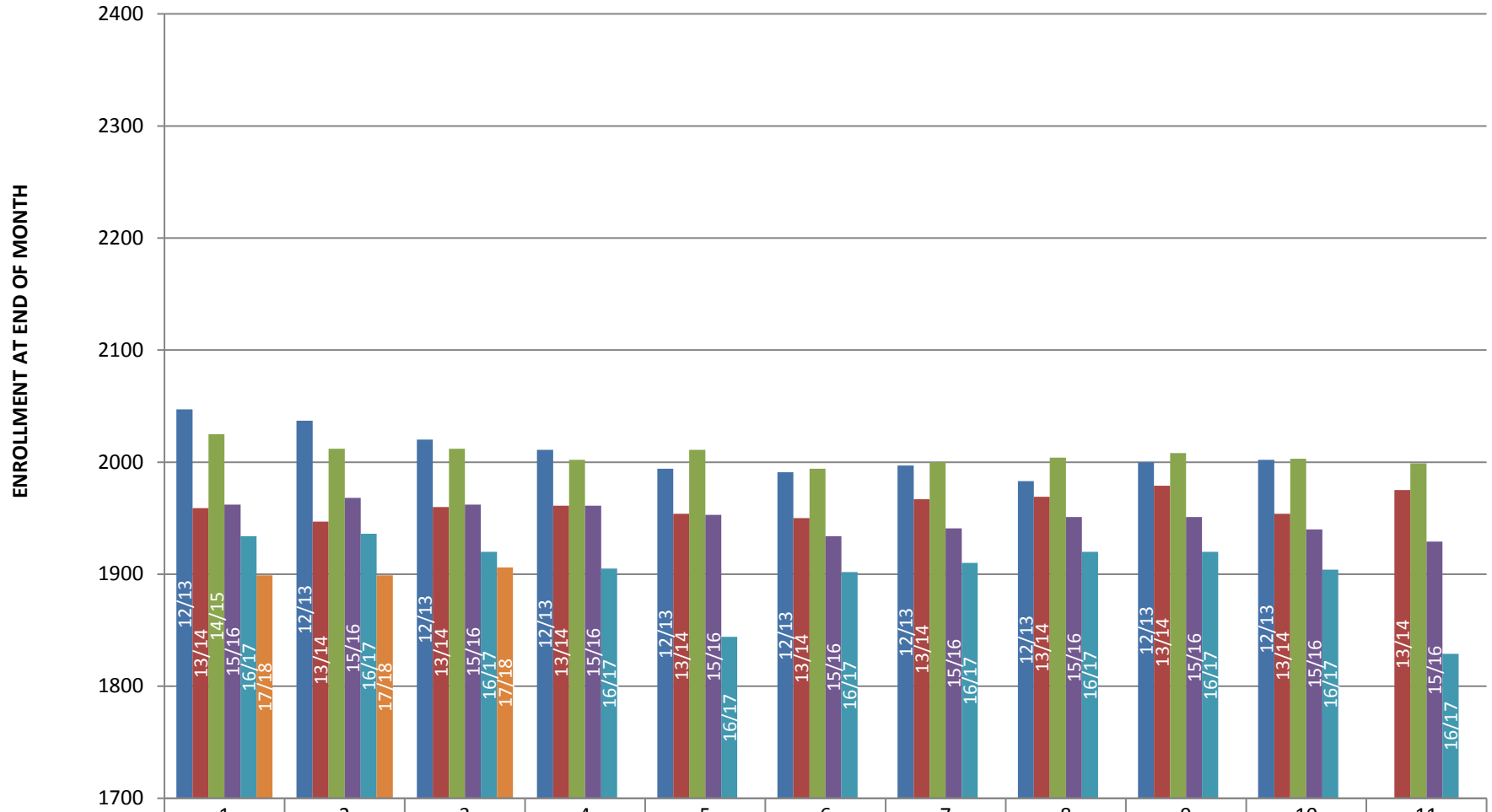
Presenter: Elizabeth Keema-Aston, Chief Business Officer

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
		16-17	17-18			16-17	17-18	From Pr Month		16-17	17-18	From Pr Month	
BATES	ENR	151	136			153	132	-4		148	137	5	
	ADA	149	133	97.8%		147	132		100.0%	146	130		94.9%
CLARKSBURG (7th & 8th Gr)	ENR	177	197			176	197	0		172	197	0	
	ADA	171	193	98.0%		171	192		97.5%	168	191		97.0%
ISLETON	ENR	173	159			176	158	-1		173	162	4	
	ADA	166	153	96.2%		167	151		95.6%	166	155		95.7%
RIVERVIEW	ENR	244	231			245	230	-1		244	231	1	
	ADA	236	226	97.8%		237	221		96.1%	232	218		94.4%
WALNUT GROVE	ENR	168	163			170	164	1		170	166	2	
	ADA	165	158	96.9%		162	158		96.3%	161	159		95.8%
D.H. WHITE	ENR	363	352			359	353	1		354	349	-4	
	ADA	345	331	94.0%		340	337		95.5%	339	332		95.1%
ELEMENTARY SUB TOTAL	ENR	1,276	1,238			1,279	1,234	-4		1,261	1,242	8	
	ADA	1,232	1,194			1,224	1,191			1,212	1,185		
CLARKSBURG (9th Grade)	ENR	58	80			58	80	0		58	79	-1	
	ADA	57	79	98.8%		56	78		97.5%	57	78		98.7%
DELTA HIGH	ENR	190	162			190	164	2		189	165	1	
	ADA	185	160	98.8%		182	157		95.7%	181	157		95.2%
RIO VISTA HIGH	ENR	377	386			373	385	-1		381	387	2	
	ADA	365	372	96.4%		360	368		95.6%	361	367		94.8%
HIGH SCHOOL SUB TOTAL	ENR	625	628			621	629	1		628	631	2	
	ADA	607	611			598	603			599	602		
Mokelumne High (Continuation)	ENR	18	15			17	14	-1		12	12	-2	
	ADA	15	12			13	12			9	10		
River Delta High/Elem (Alternative)	ENR	10	14			15	18	4		14	17	-1	
	ADA	9	11			10	11			9	13		
Community Day	ENR	5	4			4	4	0		5	4	0	
	ADA	4	3			4	4			4	4		
TOTAL K-12 LCFF Funded	ENR	1,934	1,899			1,936	1,899	0		1,920	1,906	7	
	ADA	1,867	1,831			1,849	1,821			1,833	1,814		
Wind River- Adult Ed	ENR	13	0			19	40	40		30	48	8	
TOTAL DISTRICT	ENR	1,947	1,899			1,955	1,939	40		1,950	1,954	15	

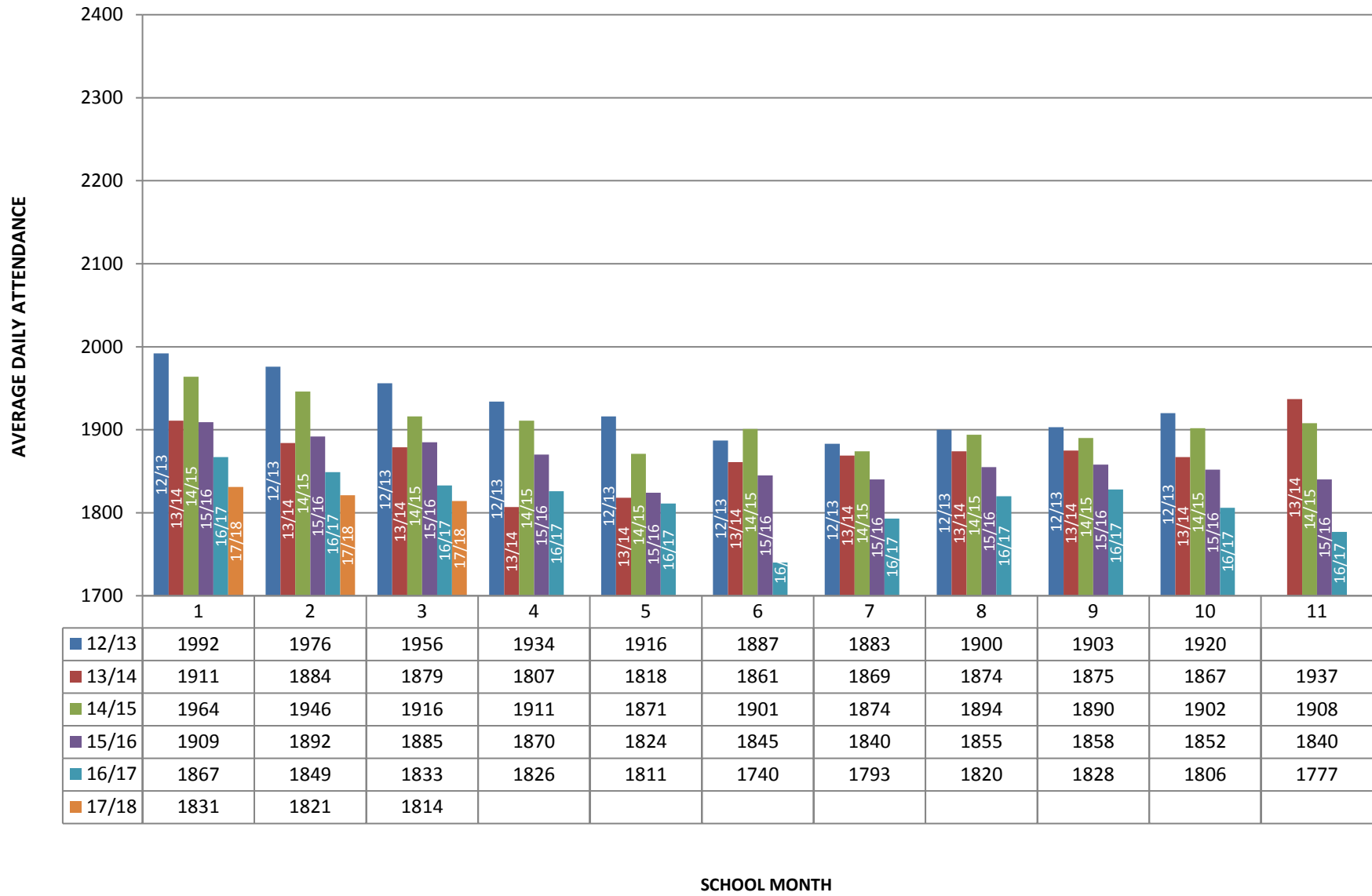
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
12/13	2047	2037	2020	2011	1994	1991	1997	1983	2000	2002	
13/14	1959	1947	1960	1961	1954	1950	1967	1969	1979	1954	1975
14/15	2025	2012	2012	2002	2011	1994	2000	2004	2008	2003	1999
15/16	1962	1968	1962	1961	1953	1934	1941	1951	1951	1940	1929
16/17	1934	1936	1920	1905	1844	1902	1910	1920	1920	1904	1829
17/18	1899	1899	1906								

SCHOOL MONTH

ACTUAL ATTENDANCE



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



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017 Attachments: X

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

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

Background:

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

This report does not include any encumbered expenditures.

Status:

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost &/or Funding Sources

Not Applicable

Recommendation:

That the Board receives the Monthly Financial report as submitted.

Time: 5 mins.

River Delta Unified School District
 2017-18 Working Budget vs. Actuals Report
 October 31, 2017

Working Budget					Actuals thru: 10/31/2017					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)
								(G/B=H)		(I/C=J)
General Fund: (01)										
Unrestricted	4,726,917	15,613,858	15,813,087	4,527,688	2,642,642	(680,071)	1,962,571	12.57%	4,503,350	28.48%
Restricted	1,017,689	7,579,566	7,466,259	1,130,996	985,093		985,093	13.00%	1,680,654	22.51%
Combined	5,744,606	23,193,424	23,279,346	5,658,684	3,627,735	(680,071)	2,947,664	12.71%	6,184,004	26.56%
<i>Dry Period Financing</i>					-		-			
General Fund - Fund Balance %	24.31%	<i>Represents Ending Balances divided by Budget Expenses (D/C)</i>								
Other Funds										
Adult Ed. (11)	20,229	78,218	98,447	(0)	12,972		12,972	16.58%	18,032	18.32%
Cafeteria (13)	103,719	993,835	966,604	130,950	55,443		55,443	5.58%	161,928	16.75%
Sp. Res-Other than Cap. Outlay (17)	68,125	300	-	68,425	53		53	17.67%	-	0.00%
Bond Fund (21)	844,308	25,500	25,500	844,308	9,057		9,057	35.52%	-	0.00%
Bond Fund- SFID #1 South (22)	118,117	600	23,600	95,117	91		91	15.17%	9,963	42.22%
Bond Fund - SFID #2 North (23)	55,831	200	23,200	32,831	42		42	21.00%	11,295	48.68%
Developer Fees (25)	40,933	241,179	241,179	40,933	48,380		48,380	20.06%	216,694	89.85%
County School Facilities (35)	3,197	-	-	3,197	2		2	0.00%	-	0.00%
Capital Projects (49)	32,289	100	5,000	27,389	25		25	25.00%	800	16.00%

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

BOARD AGENDA BRIEFING

Meeting Date: 11-14-17
From: Craig Hamblin

Attachments: ___X___

Item Number: 9.2.3

SUBJECT Monthly M.O.T. Information Report

Action: _____
Consent Action: _____
Information Only: X

Background:

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

Status:

See attached monthly report for the period of October 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
November 14, 2017

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

Maintenance & Operations:

- **Bates Elementary**
 - Repainted parking lot lines - \$116.06
 - Cleaned roof and gutters - \$132.64
- **Clarksburg Middle School**
 - Installed new heat exchanger in Rm. 8 - \$1,330.68
- **Delta High School**
 - Re-enforced floor outlets in welding shop - \$212.57
 - Installed new voltage wire for thermostats in Rooms A706, A707, A709 - \$102.28
 - Changed lamps and ballast in big gym (Williams Inspection) - \$686.39
- **D.H. White Elementary School**
 - Installed fax line in adult education office - \$158.12
 - Painted sign in front of school – 147.58
 - Repaired HVAC in Rm. 7 – 574.79
 - Repaired internet cables in Rm. 21 - \$229.41
 - Installed new sump pump on swamp cooler - \$129.63
- **Rio Vista High School**
 - Repaired AC unit in middle office - \$107.85
 - Repaired roof on coffee shack - \$255.11
 - Installed new fan motor on walk-in refrigerator - \$814.15
 - Installed new pulley and cable on basketball backboard - \$222.65
 - Repaired AC unit on Rm. E-105 - \$957.54
 - Repaired light fixture in Rm. 103 - \$132.86
 - Repaired walk-in refrigerator; put in refrigerant - \$294.26
 - Installed poly-carbonate on South windows on snack shack and installed tinted Plexiglas on North window - \$119.33
- **Riverview Middle School**
 - Repaired chiller; adjusted flow switch on supply line - \$1,649.76
 - Repaired air handler in Rm. 4 - \$210.51
- **Walnut Grove Elementary School**
 - Painted crosswalk in front of new and old buildings - \$237.86
 - Installed new thermostats in Rooms 1, 2, 3 and 6 - \$181.26
 - Relocated thermostat in Room 1 - \$159.30
- **District Office**
 - Installed 2 new thermostats in Annex - \$366.55
 - Moved thermostat from reception area to Accounting area - \$108.06

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: ___x___

From: Don Beno, Superintendent

Item Number: 10.1

SUBJECT Request to approve the minutes from the Board of
Trustee's meeting held on October 10, 2017.

Action: _____
Consent Action: x____
Information Only: _____

Background:

Attached are the minutes from the Board of Trustee's meeting held on:
October 10, 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

October 10, 2017

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:32 p.m. on October 10, 2017, at Bates Elementary School, Courtland, California.
2. **Roll Call of Members:**
 - Alicia Fernandez, President
 - Don Olson, Vice President
 - Marilyn Riley, Clerk
 - Sarah Donnelly, Member
 - Chris Elliott, Member (Arrived 5:55pm)
 - Katy Maghoney, Member
 - David Bettencourt, Member

Also present: Don Beno, Superintendent
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
 - 3.1 Board President Fernandez announced items on the Closed Session Agenda.
 - 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
 - 3.3 Approve Closed Session Agenda and Adjourn to the **Closed Session**
4. Board President Fernandez asked for a motion to adjourn the meeting to Closed Session @ 5:37 pm
Member Bettencourt moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
5. **Open Session was reconvened at 6:37 pm**
 - 5.1 Roll was retaken, all members were present.
Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.
 - 5.2 The Pledge of Allegiance was led by Diego and Dario Villanueva, Students of Bates Elementary School
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
Board President Fernandez reported that the Board did not take any actions during closed session.
7. **Review and Approve the Open Session Agenda**
Board President Fernandez asked for a motion to approve the Open Session Agenda
Member Bettencourt moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney, Bettencourt): 0 (Nays): 0 (Absent:)
8. **Public Comment:** None to report.
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s): None to report
 - 9.1.2 Committee Report(s): Member Riley reported that she attended the Joint AD-Hoc Committee 2 X 2 Meeting at the City of Rio Vista. All of the committee members were unable to make the meeting, with only two members in attendance, nothing major was discussed. Member Riley announced that future meetings would be held the last Wednesday of the month.
 - 9.1.3 Superintendent Beno's report(s) – None to report
 - 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer and Craig Hamblin, Director of MOT
 - 9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston reported the district remains in declining enrollment, and the ADA is lower than anticipated during budget development. Ms. Keema-Aston will be recalculating the LCFF funding to see where the district stands this year. Member Fernandez suggested the possibility of forming a committee to discuss the reasoning for and potential solutions of the declining enrollment.
 - 9.2.2 Monthly Financial Report – Elizabeth Keema-Aston reported that ending fund balances have been brought forward to the current budget and are included in the monthly financial report.
 - 9.2.3 Maintenance, Operations & Transportation Update, Craig Hamblin, Director of MOT – Mr. Hamblin reported that the maintenance department continues the project of upgrading the thermostats throughout the district, as well as small roof repairs. Member Fernandez would love to see trees planted on the campus at Clarksburg Middle School. She thought that maybe this could be a coordinated effort with Delta Elementary

Charter to obtain shade for the students of both sites. Member Riley thanked the maintenance department for the repairs and painting of the football bleachers at Rio Vista High School. Mr. Beno asked Craig to pass along a thank you to Shirley Owens for filling in as a bus driver as well as continuing to complete all the tasks of her own position. Mr. Hamblin confirmed that all districts are having trouble obtaining bus drivers.

9.3 Education Services' Reports and/or Presentation(s) - Kathy Wright, Director of Educational Services and Special Education

9.3.1 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials – Third Quarter (July - September) – Kathy Wright reported that the district had not received reports of insufficiencies during the quarter.

9.3.2 California Assessment of Student Performance and Progress (CAASPP) Presentation – Kathy Wright refreshed to Board on the components of CAASPP and presented the district's results for the 2016-2017 school year.

Mrs. Wright noted the 2017-18 goals for the SBAC assessment testing component will be the following: 43% meeting or exceeding standards in ELA/Literacy and 32% meeting or exceeding standards in Mathematics. The Educational Services Department has also set goals aligned with the district's LCAP. They are as follows: OFF STAGE - Consistent use of the SBAC Digital Library and Interim Assessments - Identify district technology standards and online practice sites for each grade level - Yearlong mathematics coaching for all secondary mathematics teachers.

ON STAGE: Full implementation of academic conversations in ALL content areas, - Expand the AVID program adding two additional elementary school sites. The implementation of the AVID strategies into instruction will be offered at both high schools, both middle schools and all four elementary schools in the district.

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board, September 12, 2017

10.2 Receive and Approve Monthly Personnel Reports

As of October 10, 2017

10.3 District's Monthly Expenditure Report

September 2017

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

10.5 Request the approval of the Specific Waiver Request to allow Delta High School and Clarksburg Middle School to continue with the Joint School Site Council for both schools from October 2017 through September 2019 – Laura Uslan

10.6 Request to approve the out of state travel for Denise Stine to travel to Chicago, Illinois to attend the National Association of School Psychologists Annual Convention from February 12-16, 2018 at a cost not to exceed \$3,000 – Mental Health Funds – Kathy Wright

10.7 Request to approve the Rio Vista High School's Dance Crew fund raising events: "Kids Dance Camp", "Dance Fitness", and "World's Finest Chocolate Sale" – Vicky Turk

10.8 Donations to Receive and Acknowledge:

Isleton Elementary School – 6th Grade Sly Park Educational Fieldtrip

Norman and Flora Spalding \$100

Waldie and Associates - \$105

B & W Resort Marina - \$235

Robert and Bridget Abercrombie - \$235

Kerri Silva Lovick – Trendsetters - \$100

Moon Café - \$20

Moreno Trenching - \$235

Gornto Ditching - \$470

MEI WAH – Iva Walton - \$235

Rio Vista Muffler, Hitch & Welding - \$50

Williams Mobile Service - \$235

Services Group, Inc. (Kamps Propane, Inc.) - \$470

Dolk Tractor Company, Inc. - \$470

Bob's Bait Shop - \$235

Danny & Delinda Bowers - \$235

Riverside Elevator - \$500

Giusti's - \$50

Lucy's Café - \$235

Riverview Middle School

Lions Club – 2017-18 Student Planners

Mariann and Stan Melby – School Supplies

Delta High School – Football and Baseball Fields

Harvey Lyman Company – 150 pounds of Fertilizer

Rio Vista High School – Rio Vista High School "Elizabeth McCormack Library"

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

Rio Vista High School – Football Field Snack Bar

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

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

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

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

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

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

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

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

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

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

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

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

Open Public Hearing: 7:17 pm

Public Comment: President Fernandez opened the public hearing and gave background information to the public. President Fernandez stated that a request has been made by Delta Elementary Charter School for a material revision to its charter adding the creation of Leaders & Scholars, LLC, a non-profit public benefit corporation, for the purposes of holding title to certain charter school facilities. The reasoning for the Charter's request is to achieve compliance with an application for facilities funding made to California School Finance Authority under (SB 740) the Charter School Facilities Grant Program so they may obtain reimbursements for rents and leases of these facilities. The Board is required to hold a public hearing to gather the level of support for the material revision from parents and employees of the school district.

Superintendent Lewis of River Charter Schools introduced Peter Stone the CBO of Delta Elementary Charter School (DECS) and Counsel representing the charter, Michelle Lopez. Mr. Stone read the historical timeline ending with the November 14, 2017 action to be taken by the River Delta Unified School District Board of Trustees. Ms. Lopez, Counsel for DECS, explained the request for the material change to DECS charter.

Member Fernandez announced that the Board will take action at the November 14, 2017 Board Meeting.

Close Public Hearing: 7:26 pm

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

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

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

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

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

19. The meeting was adjourned at 7:29 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: November 14, 2017

Attachments: X

Item no. 10.2

From: Bonnie Kauzlarich, Dir. of Personnel

SUBJECT MONTHLY PERSONNEL TRANSACTION REPORT

Action: _____

Consent: X

Background

Status:

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

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

Time: 2 minutes

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



BOARD AGENDA BRIEFING

Meeting Date: November 14, 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: Fri, Nov 03, 2017, 8:51 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014696 360 DEGREE CUSTOMER 473 SAPENA CT #7 SANTA CLARA, CA 95054	2,976.00	3132 SP ED SP SERVICES	10/10/2017	18369396 PV-180160	2,976.00	N
(0) - 0						N
003556 A-Z BUS SALES 3418 52ND STREET SACRAMENTO, CA 95823	338.68	TRANS PARTS TRANS PARTS TRANS PARTS	10/19/2017 10/19/2017 10/19/2017	18371122 PO-180195 18371122 PO-180195 18371122 PO-180195	338.68 1.18 1.18-	N N N
(951) 781-7188						N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	1,553.16	SEPTEMBER 2017 DUES 10830 BECERRA ACSA ACADEMY	10/03/2017 10/26/2017	18368216 PV-180146 18372343 PO-180470	298.16 1,255.00	N N
(800) 608-2272						N
014695 ALCARAZ, MICHELLE PO BOX 35 RYDE, CA 95680	85.60	SP ED DHW CONF REIMB	10/10/2017	18369403 TC-180058	85.60	N
(0) - 0						N
014641 ALDUENDA, YESENIA PO BOX 272 COURTLAND, CA 95615	124.09	RVHS MILEAGE RVHS CONF REIMB	10/10/2017 10/26/2017	18369404 TC-180059 18372372 TC-180085	34.35 89.74	N N
(0) - 0						N
002739 ALL WEST COACHLINES INC 7701 WILBUR WAY SACRAMENTO, CA 95828	3,034.20	65326 DHS SPORTS TRANS 65453/65429 DHS SPORTS BUS	10/19/2017 10/26/2017	18371123 PO-180553 18372352 PO-180553	991.20 2,043.00	N N
(916) 423-4000						N
014664 AMERICAN RIVER COLLEGE FINANCIAL AID OFFICE	500.00	DHS LARA SCHOLARSHIP	10/26/2017	18372342 PO-180644	500.00	N

4700 COLLEGE OAK DRIVE
SACRAMENTO, CA 95841

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553 (209) 465-1986	7,574.71	BATES ALARM DW ALARM RVHS ALARM RVHS FIRE MONITORING BATES ALARM RVHS ALARM DW ALARM RVHS ALARM RMS ALARM RMS ALARM ISLE ALARM DO ALARM RVHS ALARM	10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/26/2017 10/26/2017 10/31/2017 10/31/2017	18371772 PV-180180 18371772 PV-180180 18371772 PV-180180 18371772 PV-180180 18371772 PV-180180 18371772 PV-180180 18371772 PV-180180 18371772 PV-180180 18372353 PO-180011 18372353 PO-180108 18373070 PV-180199 18373070 PV-180199	360.09 2,589.97 136.25 2,152.18 236.16 342.96 661.75 220.49 393.81 157.33 93.72 115.00 115.00	N N N N N N N N N N N N N
014584 BECERRA, EDITH 849 Olive Canyon Dr. GALT, CA 95632 (0) - 0	131.49	DHW SUPPLIES	10/19/2017	18371115 PO-180610	131.49	N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680 (0) - 0	18.15	ASP SUPPLIES ASP SUPPLIES	10/10/2017 10/10/2017	18369405 TC-180060 18369405 TC-180060	10.57 7.58	N N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615 () -	730.44	BATES CONF REIMB BATES SUPPLIES BATES SUPPLIES	10/12/2017 10/26/2017 10/26/2017	18369996 TC-180076 18372354 PO-180364 18372373 TC-180086	64.20 289.89 376.35	N N N
014705 BROWN, JEFFREY 1157 JENSEN CIR. PITTSBURG, CA 94565 (0) - 0	800.00	OCT 2017 PROF SERV RADIO RIO SEPT 2017 PROF SERV RADIO RIO	10/31/2017 10/31/2017	18373078 PV-180207 18373078 PV-180207	400.00 400.00	Y Y
014614 BUCKMASTER	587.70	340194 DHS SERV CONTRACTS	10/19/2017	18371124 PO-180333	140.26	N

623 W. STADIUM LANE
SACRAMENTO, CA 95834

340314 DHS PRINTER SUPPLIES	10/19/2017	18371124	PO-180335	131.46	N
340608/340509 DHS PRINTER SPLS	10/26/2017	18372355	PO-180335	315.98	N

(916) 923-0500 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014663 BURKE WILLIAMS & SORENSEN LLP 444 SOUTH FLOWER ST #2400 LOS ANGELES, CA 90071-2953 (0) - 0 N	238.50	218469 LEGAL FEES	10/19/2017	18371138 PV-180168	238.50	N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928 N	3,160.69	TRANS PARTS	10/12/2017	18369984 PO-180196	3,160.69	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 N	680.34	ISLE WATER SERV ISLE WATER SERV ISLE WATER SERV	10/12/2017 10/12/2017 10/12/2017	18369995 PV-180167 18369995 PV-180167 18369995 PV-180167	264.82 261.13 154.39	N N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544 Y	608.50	ZWA009 ASP DRINKING WATER ZRI007 RMS WATER ZWA010 WG WATER ZMO002 MOKE WATER ZWA009 ASP WATER	10/05/2017 10/24/2017 10/24/2017 10/26/2017 10/26/2017	18368809 PO-180587 18371757 PO-180010 18371757 PO-180040 18372356 PO-180458 18372356 PO-180587	22.00 127.75 263.75 111.75 83.25	7 7 7 7 7
014697 CALIFORNIA DEPT OF ED OFFICE OF SCHOOL TRANSPORTATIO 825 RIVERSIDE PARKWAY STE#110 WEST SACRAMENTO, CA 95605 (916) 375-1700 N	500.00	TRANS OWENS REINST INSTR CRD	10/19/2017	18371116 PO-180631	500.00	N
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742 () - N GLOBAL LABS IN	148.00	MAINT WATER TESTING MAINT WATER TESTING	10/10/2017 10/26/2017	18369386 PO-180127 18372357 PO-180127	112.00 36.00	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013184 CALIFORNIA PUBLIC EMPLOYEE'S CASHIERING UNIT PO BOX 942703 SACRAMENTO, CA 94229-2703	4,504.83	OCTOBER 2017ADMIN COST RETIREE	10/05/2017	18368833 PV-180148	44.55	N
		OCTOBER 2017ADMIN COST RETIREE	10/05/2017	18368833 PV-180148	1,408.00	N
		OCTOBER 2017ADMIN COST RETIREE	10/05/2017	18368833 PV-180148	31.18	N
		OCTOBER 2017ADMIN COST RETIREE	10/05/2017	18368833 PV-180148	1,292.80	N
		OCTOBER 2017 ADMIN COST ACTIVE	10/05/2017	18368833 PV-180149	3.39	N
() - N		OCTOBER 2017 ADMIN COST ACTIVE	10/05/2017	18368833 PV-180149	1,381.12	N
		OCTOBER 2017 ADMIN COST ACTIVE	10/05/2017	18368833 PV-180149	203.14	N
		OCTOBER 2017 ADMIN COST ACTIVE	10/05/2017	18368833 PV-180149	140.65	N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615	85.60	WG MILEAGE	10/12/2017	18369997 TC-180077	85.60	N
() - N						
010520 CASCD PO BOX 1841 OROVILLE, CA 95965	175.00	WG COUNSELOR WORKSHOP	10/31/2017	18373056 PO-180646	175.00	N
(0) - 0 N						
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513	66.34	WIND RIVER MILEAGE	10/10/2017	18369420 TC-180075	66.34	N
(0) - 0 N						
013918 CENGAGE LEARNING 10650 TOEBBEN DRIVE INDEPENDENCE, KY 41051	1,706.76	61907353 ED SV BOOKS	10/24/2017	18371748 PO-180487	1,706.76	N
(800) 354-9706 N						
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251	3,085.30	BATES WASTE	10/05/2017	18368834 PV-180150	1,123.09	N
		WG WASTE	10/05/2017	18368834 PV-180150	838.84	N
		ISLE WASTE	10/05/2017	18368834 PV-180150	925.56	N
		MOKE WASTE	10/05/2017	18368834 PV-180150	74.17	N
		TRANS WASTE	10/05/2017	18368834 PV-180150	123.64	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014130 CHARTER BROS PO BOX 505 PLEASANTON, CA 94566 (925) 497-2376	2,812.50	171013/170901 RVHS SPRTS BUS	10/31/2017	18373057 PO-180314	2,812.50	N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641 (916) 777-7847	14,861.00	170612-010 MAINT RVHS HVAC INS 171004 MAINT HVAC REPAIR	10/10/2017 10/24/2017	18369378 PO-180547 18371773 PV-180181	14,541.00 320.00	N N
012716 CIARAMITARO, DOMINIC 283 CRESCENT DRIVE RIO VISTA, CA 94571 () -	29.99	RMS SUPPLIES	10/24/2017	18371774 PV-180182	29.99	N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039 () -	262.76	30896712 CMS LEASE	10/05/2017	18368835 PV-180151	262.76	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	63538 ISLE SEWER	10/05/2017	18368810 PO-180112	411.05	N
000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571 () -	3,711.35	DO WATER RMS WATER DHW WATER RVHS WATER DO SEWER RMS SEWER RVHS SEWER	10/19/2017 10/19/2017 10/19/2017 10/19/2017 10/19/2017 10/19/2017 10/19/2017	18371139 PV-180169 18371139 PV-180169 18371139 PV-180169 18371139 PV-180169 18371139 PV-180169 18371139 PV-180169 18371139 PV-180169	196.22 1,217.34 276.17 1,029.46 536.14 451.07 4.95	N N N N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014694 CLARK, KATE 3120 SHERIDAN WAY STOCKTON, CA 95219 (0) - 0 N	61.69	SP ED MILEAGE	10/10/2017	18369406 TC-180061	61.69	N
010687 CLASSROOM DIRECT W6316 DESIGN DRIVE GREENVILLE, WI 54942 (800) 248-9171 N SCHOOL SPECIAL	905.00	208118934801 WG SUPPLIES 208119362292 WG SUPPLIES 208118780389 WG SUPPLIES	10/05/2017 10/24/2017 10/26/2017	18368811 PO-180293 18371749 PO-180293 18372344 PO-180289	339.38 248.87 316.75	N N N
013196 COMMERCIAL APPLIANCE SERVICE INC 281 LATHROP WAY #100 SACRAMENTO, CA 95815-4200 (916) 567-0203 N	437.00	117766 CAFE REPAIR	10/05/2017	18368841 PV-180157	437.00	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357 (704) 936-1722 N	4,032.00	18827 DO NETWORK 18827 DO NETWORK	10/05/2017 10/05/2017	18368836 PV-180152 18368836 PV-180152	16,863.98 12,831.98-	N N
013798 CROWE HORWATH LLP 320 E JEFFERSON BOULEVARD PO BOX 7 SOUTH BEND, IN 46624-0007 () - Y	32,600.00	AUDIT SERVICES ENDING 6/30/17 AUDIT SERVICES ENDING 6/30/17 AUDIT SERVICES ENDING 6/30/17	10/03/2017 10/03/2017 10/03/2017	18368217 PV-180143 18368223 PV-180143 18368224 PV-180143	16,600.00 8,000.00 8,000.00	7 7 7
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827 N	20,504.32	163118 DW TECH SERVICES 163118 DW TECH SERVICES 163118 DW TECH SERVICES 163118 DW TECH SERVICES 163118 DW TECH SERVICES 163118 DW TECH SERVICES 136021 RMS CHROMBOOK CART	10/05/2017 10/05/2017 10/05/2017 10/05/2017 10/05/2017 10/05/2017 10/05/2017	18368812 PO-180190 18368812 PO-180190 18368812 PO-180190 18368812 PO-180190 18368812 PO-180190 18368830 PO-180190 18368797 PO-180392	8,078.44 107.71 107.71 107.71 2,154.25 215.43 1,687.81	N N N N N N N

136062	SP ED PRINTER	10/10/2017	18369379	PO-180544	194.63	N
136063	NURSE COMPUTER WG	10/10/2017	18369379	PO-180556	891.76	N
136070	RMS CHROMEBOOKS	10/19/2017	18371117	PO-180591	2,750.38	N
136198	SP ED THARP LAPTOP	10/26/2017	18372345	PO-180602	1,391.08	N
135878	ISLE CHROMEBOOKS	10/31/2017	18373059	PO-180433	2,685.50	N
136173	RVHS PRINTER	10/31/2017	18373059	PO-180597	131.91	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	885.30	56271421 F5 PRINTER LEASE 56271395 WG PRINTER LEASES 56483325 DO SAVIN LEASE	10/05/2017 10/05/2017 10/19/2017	18368813 PO-180039 18368813 PO-180042 18371126 PO-180111	80.81 167.01 637.48	N N N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	278,457.00	OCTOBER TAX IN LIEU REISSUE AUGUST 17 TAX IN LIEU	10/03/2017 10/19/2017	18368218 PV-180145 18371140 PV-180170	159,118.00 119,339.00	N N
010242 DEMCO INC 4810 FOREST RUN ROAD PO BOX 7488 MADISON, WI 53707-7488 (800) 356-1200 N	206.94	6218671 RVHS SUPPLIES	10/31/2017	18373060 PO-180563	206.94	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000 N	67.13	55E405236 BATES MAINT AGRMNT	10/24/2017	18371758 PO-180363	67.13	N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328 () - N DS WATERS OF A	216.93	5005834 DO WATER	10/24/2017	18371771 PV-180179	216.93	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 () - N	254.47	231375 TRANS OIL	10/19/2017	18371127 PO-180203	254.47	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014564 EBEN EMIL BENJAMIN BURGOON 1801 1ST AVE. SACRAMENTO, CA 95818 (0) - 0 N	693.00	ISLETON COMIC BOOK WRKSHOP	10/19/2017	18371118 PO-180629	693.00	N
013853 ESPECIALNEEDS 11469 OLIVE BLVD # 198 ST LOUIS, MO 63141 (877) 664-4565 Y KOURI, CARRIE	132.65	196414 SP ED SUPPLIES 196414 SP ED SUPPLIES 196414 SP ED SUPPLIES	10/26/2017 10/26/2017 10/26/2017	18372346 PO-180532 18372346 PO-180532 18372346 PO-180532	10.78 132.65 10.78	N 7 N
013809 ESPERSON, CHRISTINA 178 EDGEWATER DRIVE RIO VISTA, CA 94571 () - N	367.17	DHW CONF REIMB	10/10/2017	18369407 TC-180062	367.17	N
013045 FCMAT 1300 17TH STREET BAKERSFIELD, CA 93301 (661) 636-4611 N	150.00	CBO WORKSHOP KEEMA-ASTON	10/24/2017	18371750 PO-180633	150.00	N
000344 FLINN SCIENTIFIC INC P.O. BOX 219 BATAVIA, IL 60510 (800) 841-3164 N	639.97	2115536 RMS SUPPLIES	10/26/2017	18372368 PV-180195	639.97	N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905 () - N	4,926.16	OCT BIIG CIRCUIT	10/03/2017	18368219 PV-180144	4,926.16	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014562 GAINES, PERLA 10452 CANADEO CR ELD GROVE 95757, (0) - 0 N	98.53	DHS CONF REIMB DHS SUPPLIES	10/12/2017 10/24/2017	18369998 TC-180078 18371759 PO-180637	27.40 71.13	N N
014688 GANDER PUBLISHING PO BOX 780 AVILA BEACH, CA 93424 (800) 554-1819 N	751.46	0197108 RSP SUPPLY KIT	10/10/2017	18369380 PO-180575	751.46	N
014693 GLOBAL INNOVATIONS 45305 DESERT FOX DR LA QUINTA, CA 92253 (360) 918-4035 N	91.75	170309 RVHS SUPPLIES 170309 RVHS SUPPLIES 170309 RVHS SUPPLIES	10/31/2017 10/31/2017 10/31/2017	18373061 PO-180608 18373061 PO-180608 18373061 PO-180608	7.45 91.75 7.45	N N N
014483 GOSS, HEATHER PO BOX 420 DUNNIGAN, CA 95937 (0) - 0 N	257.89	F5 MILEAGE F5 SUPPLIES	10/10/2017 10/24/2017	18369408 TC-180063 18371760 PO-180561	190.67 67.22	N N
011309 GOVCONNECTION 706 MILFORD ROAD MERRIMACK, NH 03054 (800) 800-0019 N	612.91	55193677 ISLE ELMO CAMERA	10/05/2017	18368798 PO-180568	612.91	N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800 N W.W. GRAINGER	632.27	9571137067 MAINT SUPPLIES MAINT SUPPLIES	10/19/2017 10/31/2017	18371128 PO-180131 18373062 PO-180131	555.49 76.78	N N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831	375.38	21461387 DHS COPIER LEASES	10/19/2017	18371129 PO-180332	375.38	N

DALLAS, TX 75266-0831

(877) 311-4422

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011690 GROVES, DAVID 340 MONTEZUMA ST RIO VISTA, CA 94571 () - N	10.00	MAINT FUEL	10/12/2017	18369999 TC-180079	10.00	N
014449 GROWING HEALTHY CHILDREN THERAPY SERVICES, INC 3498 GREEN VALLEY RD RESCUE, CA 95672 (530) 391-8670 N JON CHU	480.00	RDUSD1709 SP ED ASST TECH SERV	10/10/2017	18369387 PO-180316	480.00	N
012288 HALL, JENNIFER PO BOX 1024 ISLETON, CA 95641 () - N	199.02	ISLE MILEAGE ISLE MILEAGE	10/05/2017 10/26/2017	18368844 TC-180056 18372374 TC-180087	99.51 99.51	N N
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533 N	5,950.00	SP ED OCC THERAPY W/E 9/21 SP ED OCC THERAPY W/E 9/28 SP ED OCC THERAPY W/E 10/5 SP ED OCC THERAPY W/E 10/12 SP ED OCC THERAPY W/E 10/19	10/05/2017 10/05/2017 10/19/2017 10/24/2017 10/26/2017	18368814 PO-180306 18368814 PO-180306 18371130 PO-180306 18371761 PO-180306 18372358 PO-180306	1,025.00 1,200.00 1,200.00 1,250.00 1,275.00	N N N N N
011356 HANDWRITING WITHOUT TEARS 8001 MACARTHUR BOULEVARD CABIN JOHN, MD 20818 (301) 263-2700 N NO TEARS LEARN	1,521.84	1151044-1 F5 SUPPLIES ISLE PRE	10/10/2017	18369381 PO-180482	1,521.84	N
014692 HEALTHY PLANET USA PO BOX 371674 MONTARA, CA 94037 (0) - 0 N	1,275.10	RMS GARDEN FUNDRAISER GRANT	10/10/2017	18369382 PO-180592	1,275.10	N
000472 HENRY GO MD INC	85.00	#10623 DMV EXAM	10/31/2017	18373071 PV-180200	85.00	6

P.O. BOX 338
COURTLAND, CA 95615

() - Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 9055 DES MOINES, IA 50368-9055	2,142.54	MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES	10/12/2017 10/12/2017 10/12/2017	18369985 PO-180132 18369985 PO-180319 18369985 PO-180319	1,530.54 306.00 306.00	N N N
() -						N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116	10,658.37	953435010 ED SV BOOKS 953377776 RVHS BOOKS 953439508 ED SV BOOKS 953435009 ED SV BOOKS 953234290 ED SV BOOKS 710081690 SP ED READ 180	10/05/2017 10/05/2017 10/05/2017 10/12/2017 10/12/2017 10/26/2017	18368799 PO-180168 18368799 PO-180504 18368799 PO-180570 18369977 PO-180174 18369977 PO-180174 18372347 PO-180625	167.92 310.65 173.37 4,800.00 2,706.43 2,500.00	N N N N N N
(800) 225-5425						N
014548 HUNTER, RENEE 10005 RIVER MIST WAY RANCHO CORDOVA, CA 95670	65.27	SP ED MILEAGE	10/10/2017	18369409 TC-180064	65.27	N
(0) - 0						N
014496 IDENT-A-KID SERVICES 1780 102ND AVE NORTH STE 100 ST. PETERSBURG, FL 33716	285.33	99012 RVHS SUPPLIES 99012 RVHS SUPPLIES 99012 RVHS SUPPLIES	10/05/2017 10/05/2017 10/05/2017	18368800 PO-180537 18368800 PO-180537 18368800 PO-180537	285.33 23.18 23.18	N N N
(800) 890-1000						N
014325 ILS TSHIRT CLUB 410 S. 4TH STREET RIO VISTA, CA 94571	492.00	#1 RDHS SWEATSHIRTS	10/19/2017	18371119 PO-180578	492.00	N
(0) - 0						N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206	1,220.91	3003455 RVHS ERGO CHAIR 3015395 CREDIT 3010147 RVHS SUPPLIES 3010147 RVHS SUPPLIES 2992375 ISLE SUPPLIES	10/05/2017 10/10/2017 10/10/2017 10/10/2017 10/26/2017	18368801 PO-180600 18369383 PO-180066 18369383 PO-180066 18369388 PO-180565 18372369 PV-180198	604.42 63.08 507.08 95.30 77.19	N N N N N
(707) 374-4037						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012926 INDOOR ENVIRONMENTAL SERVICES 1512 SILICA AVE SACRAMENTO, CA 95815-3312 () - N	271,406.00	WO#1.1 PROP 38	10/31/2017	18373072 PV-180201	271,406.00	N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770 N	306.98	CM00999 RVHS CREDIT IN08586 RVHS MAINT AGRMNT OGX141 RVHS MAINT AGRMNT CM00998 RVHS CREDIT IN07289 CMS MAINT AGRMNT	10/05/2017 10/05/2017 10/05/2017 10/05/2017 10/10/2017	18368815 PO-180310 18368815 PO-180310 18368815 PO-180310 18368815 PO-180310 18369397 PV-180161	33.83- 279.37 55.36 37.62- 43.70	N N N N N
013919 JACOBSEN WEST 1170 NATIONAL DRIVE SUITE 20 SACRAMENTO, CA 95834 (916) 419-2000 N	174.53	90136140 MAINT SUPPLIES	10/26/2017	18372359 PO-180566	174.53	N
010859 JONES SCHOOL SUPPLY CO INC PO BOX 7008 COLUMBIA, SC 29201 (800) 845-1807 N	353.02	1527109 ISLE SUPPLIES 1527109 ISLE SUPPLIES 1527109 ISLE SUPPLIES	10/31/2017 10/31/2017 10/31/2017	18373063 PO-180614 18373063 PO-180614 18373063 PO-180614	353.02 28.68 28.68-	N N N
014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670 (0) - 0 N	102.29	SP ED MILEAGE	10/10/2017	18369410 TC-180065	102.29	N
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD SUITE 101 ELK GROVE, CA 95758 (650) 610-4370 N	78.54	245568 MAINT SUPPLIES 245568 MAINT SUPPLIES 245568 MAINT SUPPLIES	10/19/2017 10/19/2017 10/19/2017	18371131 PO-180136 18371131 PO-180136 18371131 PO-180136	.28 .28- 78.54	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012005 KIRK KENNER DBA DELTA REFRIDG 5 HILL CT. RIO VISTA, CA 94571 (707) 374-6213	8,671.61	4878 CAFE REPAIRS 4854 CAFE REPAIRS 4833/4838 MAINT HVAC REPAIRS 4861/4877 MAINT HVAC REPAIRS 4889 CAFE REPAIRS 4875/4879 CAFE REPAIRS 4887 MAINT HVAC REPAIRS 4849/4891 HVAC REPAIRS 4898/4890 HVAC REPAIRS	10/05/2017 10/05/2017 10/05/2017 10/12/2017 10/19/2017 10/19/2017 10/24/2017 10/31/2017 10/31/2017	18368831 PO-180279 18368831 PO-180279 18368816 PO-180560 18369986 PO-180560 18371137 PO-180279 18371137 PO-180279 18371751 PO-180560 18373064 PO-180652 18373064 PO-180652	282.35 405.73 469.90 392.45 771.01 2,743.32 757.55 1,752.85 1,096.45	7 7 7 7 7 7 7 7 7
013551 KITCHENS, JENNIFER PO BOX 192 RYDE, CA 95680 () -	127.87	ED SV MILEAGE	10/10/2017	18369411 TC-180066	127.87	N
013606 KLINES MUSIC 2200 SUTTERVILLE ROAD SACRAMENTO, CA 95822 (916) 456-8742	502.71	ISLETON SUPPLIES	10/05/2017	18368802 PO-180583	502.71	N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	1,542.47	1939 TRANS REPEATER SERV 9833 TRANS REPEATER SYSTEM 1967 TRANS PARTS	10/05/2017 10/26/2017 10/31/2017	18368817 PO-180207 18372370 PV-180196 18373073 PV-180202	330.00 330.00 882.47	7 7 7
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895 (800) 424-4772	1,323.30	2207170917 DHW KINDER SUPPLIES 2207170917 DHW KINDER SUPPLIES 2198340917 DHW SUPPLIES 2198370917 DHW SUPPLIES	10/12/2017 10/12/2017 10/12/2017 10/12/2017	18369978 PO-180501 18369978 PO-180501 18369978 PO-180539 18369978 PO-180540	194.00 170.84 368.69 589.77	N N N N
011595 LAND PARK ACADEMY 6400 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 427-2273	5,756.80	1012175 SP ED NPS DUES 1012174 SP ED NPS DUES	10/19/2017 10/19/2017	18371125 PO-180533 18371125 PO-180535	2,928.78 2,828.02	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615 () - N	60.38	F5 MILEAGE	10/10/2017	18369412 TC-180067	60.38	N
012569 LEARNING FOR LIVING INC 12603 BELLSTONE LANE RALEIGH, NC 27614 (800) 874-1100 N	3,500.00	15565 ED SV WORKSHOP	10/10/2017	18369398 PV-180162	3,500.00	N
014670 LEARNING WITHOUT TEARS 806 W DIAMOND AVE #230 GAITHERSBURG, MD 20878 (888) 983-8409 N	452.54	11447881 ISLE SUPPLIES 11447881 ISLE SUPPLIES 11447881 ISLE SUPPLIES 11580981 ISLE KEYBOARDS	10/05/2017 10/05/2017 10/05/2017 10/05/2017	18368803 PO-180406 18368803 PO-180406 18368803 PO-180406 18368803 PO-180549	16.49 203.00 16.49 249.54	N N N N
013210 LINDAMOOD-BELL 416 HIGUERA STREET SAN LUIS OBISPO, CA 93401 (800) 233-1819 N	749.00	7922417 SP ED ESPERSON WRKSHP	10/12/2017	18369979 PO-180519	749.00	N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399 N	1,551.40	#135 ED SV SUPPLIES #55 RVHS CULINARY SUPPLIES #55 RVHS SUPPLIES #55 RVHS SUPPLIES #175 DHW SUPPLIES	10/10/2017 10/24/2017 10/24/2017 10/24/2017 10/26/2017	18369399 PV-180163 18371762 PO-180068 18371762 PO-180071 18371762 PO-180071 18372360 PO-180118	133.85 179.42 973.04 194.86 70.23	N N N N N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443 N	44.59	MAINT SUPPLIES	10/24/2017	18371763 PO-180138	44.59	N
000711 LYMAN PARTS DEPOT 14301 RAILROAD AVE	129.74	13112 MAINT SUPPLIES	10/12/2017	18369987 PO-180139	129.74	N

WALNUT GROVE, CA 95690-

(916) 776-1744

N THE LYMAN GROU

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014660 MACIEL, MELISSA 4102 PINOCHE PEAK PLACE RANCHO CORDOVA, CA 95742	135.95	WG CONF REIMB	10/10/2017	18369413 TC-180068	135.95	N
(0) - 0						N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	169.06	F5 MILEAGE	10/10/2017	18369414 TC-180069	169.06	N
() -						N
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693	7,802.00	5262000262 SP ED NURSING SERV 5247560262 SP ED NURSING SERV 5290110262 SP ED NURSING SERV 5304380262 SP ED NURSING SERV	10/12/2017 10/12/2017 10/26/2017 10/26/2017	18369988 PO-180611 18369988 PO-180611 18372361 PO-180611 18372361 PO-180611	1,222.00 4,418.00 1,222.00 940.00	N N N N
(800) 394-7195						N
014673 MCCARTHY, TRACY PO BOX 15 ISLETON, CA 95641	32.10	CAFE MILEAGE	10/26/2017	18372376 TC-180089	32.10	N
(0) - 0						N
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115	158.36	ED SV WORKBOOKS	10/05/2017	18368807 PO-180524	158.36	N
(614) 755-4151						N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551	509.00	1430582 RMS PORTABLE LEASE	10/05/2017	18368842 PV-180159	509.00	N
(925) 606-9000		N MCGRATH RENTCO				
012179 MURPHY, KENDALL 135 EDGEWATER DRIVE	141.24	WG CONF REIMB	10/10/2017	18369415 TC-180070	141.24	N

RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815 (916) 922-1075	1,924.54	K84887 TRANS TIRES	10/10/2017	18369389 PO-180209	1,924.54	N
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802 () -	688.92	TRANS SUPPLIES	10/10/2017	18369390 PO-180211	688.92	N
		N O'REILLY AUTOM				
010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404 (707) 399-6068	180.00	OH20398/OH23746 TRANS PHYS	10/31/2017	18373074 PV-180203	180.00	N
		N NORTHBAY HEALT				
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 () -	1,006.86	#1645 DHW SUPPLIES #676 MAINT SUPPLIES #822 RVHS SUPPLIES	10/05/2017 10/12/2017 10/26/2017	18368818 PO-180581 18369989 PO-180141 18372362 PO-180072	5.40 624.23 377.23	N N N
014654 ORCA BOOK PUBLISHERS PO BOX 468 CUSTER, WA 98240-0468 (800) 210-5277	644.76	289645 ED SV BOOKS 289645 ED SV BOOKS 289645 ED SV BOOKS	10/26/2017 10/26/2017 10/26/2017	18372348 PO-180234 18372348 PO-180234 18372348 PO-180234	52.39 644.76 52.39	N N N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475	157.85	6855612418-02 ASP SUPPLIES 6855612418-01 ASP SUPPLIES	10/10/2017 10/10/2017	18369391 PO-180437 18369391 PO-180437	6.76 151.09	N N
		N OTC DIRECT INC				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014699 ORTIZ-SHELTON, BETZABEL 8320 BLUE QUAIL CT SACRAMENTO, CA 95823	60.00	DHS CONF REIMB	10/24/2017	18371775 PV-180183	60.00	N
(0) - 0						N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780	5,319.30	67403 ATTORNEY FEES 67403 ATTORNEY FEES 67403 ATTORNEY FEES	10/24/2017 10/24/2017 10/24/2017	18371776 PV-180184 18371776 PV-180184 18371776 PV-180184	1,820.30 3,391.50 107.50	Y Y Y
(714) 573-0900		Y PARKER & COVE				
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571	143.38	ISLE NURSE MILEAGE	10/12/2017	18370000 TC-180080	143.38	N
(0) - 0						N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690	157.29	WG MILEAGE	10/26/2017	18372375 TC-180088	157.29	N
(916) 776-1215						N
014677 PERIPOLE, INC. PO BOX 12909 SALEM, OR 97309	205.70	162537 BATES MUSIC SUPPLIES	10/05/2017	18368804 PO-180497	205.70	N
(503) 362-2560						N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	40,265.00	RADIO RIO ELECT DHW ELECT DHW LTS LTS DHS DHS FIELD LTS GARAGE	10/03/2017 10/19/2017 10/31/2017 10/31/2017 10/31/2017 10/31/2017 10/31/2017 10/31/2017	18368221 PV-180141 18371142 PV-180171 18373075 PV-180204 18373075 PV-180204 18373075 PV-180204 18373075 PV-180204 18373075 PV-180204 18373075 PV-180204	24.33 27.77 6,673.02 31.32 11.34 5,395.72 289.60 339.45	N N N N N N N N
() -		N PACIFIC GAS AN				

SHOP	10/31/2017	18373075	PV-180204	58.31	N
DO	10/31/2017	18373075	PV-180204	57.55	N
LTS	10/31/2017	18373075	PV-180204	19.98	N
GARAGE	10/31/2017	18373075	PV-180204	73.39	N
RVHS FIELD	10/31/2017	18373075	PV-180204	327.91	N
LIFT PUMP	10/31/2017	18373075	PV-180204	64.17	N
N. NETH	10/31/2017	18373075	PV-180204	39.97	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E (Continued...)		DHW	10/31/2017	18373075 PV-180204	224.83	N
		RVHS	10/31/2017	18373075 PV-180204	11,613.50	N
		DO	10/31/2017	18373075 PV-180204	1,096.86	N
		CMS	10/31/2017	18373075 PV-180204	1,749.41	N
		DHS GYM	10/31/2017	18373075 PV-180204	3,561.96	N
		RMS	10/31/2017	18373075 PV-180204	4,524.82	N
		ISLE	10/31/2017	18373075 PV-180204	4,059.79	N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823 (916) 422-0571 N	22,997.62	160479 SP ED INST ASSIS	10/12/2017	18369990 PO-180414	9,961.60	N
		NPS DUES	10/12/2017	18369990 PO-180415	3,768.24	N
		NPS DUES	10/12/2017	18369990 PO-180416	3,258.88	N
		NPS DUES	10/12/2017	18369990 PO-180417	3,327.90	N
		NPS DUES	10/12/2017	18369990 PO-180418	2,681.00	N
014565 PORTER, MICHAEL 8759 CYPRESS CREEK ELK GROVE, CA 95758 (0) - 0 N	17.44	REPLACE SD WARRANT 99520387	10/24/2017	18371777 PV-180185	17.44	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y	39,702.00	4964/4978/4952 SP ED SP THERAP	10/10/2017	18369392 PO-180300	27,720.00	7
		4905 SP ED SP THERAPY	10/19/2017	18371132 PO-180300	11,982.00	7
014235 PROJECT LEAD THE WAY 3939 PRIORITY WAY S. DR. #400 INDIANAPOLIS, IN 46240 (317) 669-0200 N	1,265.00	PLTW PROF DEVEL PLAN	10/10/2017	18369384 PO-180603	1,265.00	N
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600 (800) 789-8965 N	130.15	9979090 BATES SUPPLIES	10/24/2017	18371764 PO-180428	130.15	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852	192.07	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	10/31/2017 10/31/2017	18373065 PO-180320 18373065 PO-180320	96.03 96.04	N N
() -						N
000088 RAMOS OIL COMPANY INC DEPT # 34335 PO BOX 39000 SAN FRANCISCO, CA 94139-0001	18,159.82	984819/984941 TRANS FUEL 985015/985052/984890 FUEL 985183/985294/98527 FUEL 985135/985392/985434 FUEL 985595/985523 TRANS FUEL	10/05/2017 10/10/2017 10/24/2017 10/26/2017 10/31/2017	18368819 PO-180202 18369393 PO-180202 18371765 PO-180202 18372363 PO-180202 18373066 PO-180202	3,200.31 4,118.26 3,944.58 4,191.84 2,704.83	N N N N N
(916) 371-2570						N
014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513	105.00	57859 HR AD	10/24/2017	18371778 PV-180186	105.00	N
(925) 550-7811						N
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571	8.24	#4094 TRANS PARTS	10/19/2017	18371133 PO-180213	8.24	N
() -						N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	580.12	DO WASTE SERVICE DHW WASTE SERV	10/03/2017 10/19/2017	18368220 PV-180142 18371141 PV-180172	117.00 463.12	N N
(0) - 0						N
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742	1,690.05	175682 RMS RISO SUPPLIES 175682 RMS RISO SUPPLIES	10/24/2017 10/24/2017	18371752 PO-180588 18371752 PO-180588	1,014.10 675.95	N N
(916) 638-7476		N RPSI ENTERPRIS				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000729 RIVER NEWS HERALD 21 S FRONT STREET RIO VISTA, CA 94571	42.25	HR ADVERTISING	10/05/2017	18368820 PO-180387	42.25	N
() - N GIBSON PUBLICA						
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	120.24	61671 TRANS PARTS	10/19/2017	18371134 PO-180214	120.24	7
() - Y						
014143 RODRIGUEZ, CLAUDIA PO BOX 62 COURTLAND, CA 95615	325.28	SP ED PARENT TRANS	10/12/2017	18370001 TC-180081	325.28	N
() - N						
014206 RODRIGUEZ, JENNIFER 110 JANEWOOD CT FOLSOM, CA 95630	43.10	CMS ELAC MEETING SNACKS	10/05/2017	18368821 PO-180562	43.10	N
(916) 833-7401 N						
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571	186.18	ED SV MILEAGE	10/10/2017	18369416 TC-180071	186.18	N
() - N						
013541 ROYS-MINEISHI, KRISTINA 9870 SPRING VIEW WAY ELK GROVE, CA 95757	162.80	DHS CONF REIMB DHS CONF REIMB DHS CONF REIMB	10/10/2017 10/10/2017 10/12/2017	18369417 TC-180072 18369417 TC-180072 18370002 TC-180082	21.40 18.20 123.20	N N N
(0) - 0 N						
014568 RUSSELL, KEITH	49.97	RVHS SUPPLIES	10/12/2017	18369991 PO-180085	49.97	N

2435 ST. MORITZ DRIVE
LODI, CA 95242

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	9,631.89	TRANS ELECT	10/19/2017	18371143 PV-180173	13.54	N
		TRANS ELECT	10/19/2017	18371143 PV-180173	165.74	N
		BATES ELECT	10/19/2017	18371143 PV-180173	554.10	N
		BATES ELECT	10/19/2017	18371143 PV-180173	3,949.93	N
() - N		WG ELECT	10/19/2017	18371143 PV-180173	27.09	N
		WG ELECT	10/19/2017	18371143 PV-180173	962.37	N
		WG ELECT	10/19/2017	18371143 PV-180173	3,939.12	N
		WG ELECT	10/19/2017	18371143 PV-180173	20.00	N
014700 SACRAMENTO AREA SCIENCE PROJEC 6000 J. STREET SACRAMENTO, CA 95819	125.00	102017264 ISLE SLAGLE SYPOSIUM	10/31/2017	18373058 PO-180638	125.00	N
(916) 278-5487 N						
011127 SACRAMENTO AUTOGLASS & MIRROR PO BOX 1300 STOCKTON, CA 95201	291.66	24037 TRANS PARTS	10/24/2017	18371779 PV-180187	291.66	N
(916) 393-3700 N						
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	118.41	MOKE SEWER	10/19/2017	18371144 PV-180174	118.41	N
() - N						
012779 SACRAMENTO STATE COLLEGE CONTINUING EDUCATION 3000 STATE UNIVERSITY DR EAST SACRAMENTO, CA 95819-6103	500.00	DHS GEMA VASQUEZ SCHLRSHIP	10/10/2017	18369377 PO-180585	500.00	N
(916) 278-4433 N						
013910 SCANTRON/HARLAND TECH SERVICE PO BOX 93038 CHICAGO, IL 60673-3038	322.85	6361197 RMS SCANTRON FORMS	10/24/2017	18371753 PO-180424	193.71	N
		6361197 RMS SCANTRON FORMS	10/24/2017	18371753 PO-180424	129.14	N

(800) 228-3628

N



242019	DO	PRINTER	CHARGES	10/31/2017	18373076	PV-180205	1.69	N
242019	DO	PRINTER	CHARGES	10/31/2017	18373076	PV-180205	121.68	N
242019	DO	PRINTER	CHARGES	10/31/2017	18373076	PV-180205	34.85	N
242019	DO	PRINTER	CHARGES	10/31/2017	18373076	PV-180205	23.67	N
242019	DO	PRINTER	CHARGES	10/31/2017	18373076	PV-180205	43.76	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014444 SEQUOIA FLORAL 3245 SANTA ROSA AVENUE SANTA ROSA, CA 95407 (707) 525-0780	1,131.76	838999 RVHS AG SUPPLIES 839000 RVHS AG SUPPLIES 841892 RVHS AG FLORAL SUPPLIES 841892 RVHS AG FLORAL SUPPLIES 841839/840565 RVHS AG FLORAL 841839/840565 RVHS AG FLORAL	10/05/2017 10/05/2017 10/24/2017 10/24/2017 10/31/2017 10/31/2017	18368822 PO-180432 18368822 PO-180432 18371767 PO-180432 18371767 PO-180432 18373067 PO-180432 18373067 PO-180432	179.82 179.81 262.21 262.21 123.86 123.85	N N N N N N
014659 SHIMMELMAN, CARLEY 9130 NOLAN ST. #264 ELK GROVE, CA 95658 (0) - 0	87.74	WG CONF REIMB WG CONF REIMB	10/10/2017 10/10/2017	18369418 TC-180073 18369418 TC-180073	67.41 20.33	N N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007 (0) - 0	110.61	8123209432 DO SHREDDING	10/05/2017	18368837 PV-180153	110.61	N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	519.12	OCTOBER 2017 PREMIUMS OCTOBER 2017 PREMIUMS	10/10/2017 10/10/2017	18369401 PV-180165 18369401 PV-180165	288.40 230.72	N N
012013 SIERRA CHEMICAL COMPANY 788 NORTHPORT DRIVE WEST SACRAMENTO, CA 95691 (916) 371-5943	266.81	113363 MAINT PARTS	10/26/2017	18372364 PO-180148	266.81	N
003512 SILVA, SHARON 101 SOUTH FRONT ST. #28 RIO VISTA, CA 94571 () -	56.71	BUS OFF MILEAGE	10/05/2017	18368845 TC-180057	56.71	N
014454 SINGH, PRITIKA	731.88	SP ED PARENT TRANS	10/12/2017	18370003 TC-180083	731.88	N

212 WEST HWY 220
RYDE, CA 95680

(916) 491-0657

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014238 SKETCH FOR SCHOOLS 2716 NORTH UNIVERSITY RD SPOKANE VALLEY, WA 99206	42.58	164618 RMS ART SUPPLIES 164618 RMS ART SUPPLIES 164618 RMS ART SUPPLIES	10/24/2017 10/24/2017 10/24/2017	18371754 PO-180593 18371754 PO-180593 18371754 PO-180593	3.46 42.58 3.46	N N N
(877) 397-5655						N
014400 SLAGLE, ANTONIA 5811 14TH ST SACRAMENTO, CA 95822	84.48	ISLE CONF REIMB	10/12/2017	18370004 TC-180084	84.48	N
(0) - 0						N
012084 SODEXO INC & AFFILIATES DEPT. 43283 LOS ANGELES, CA 90088-3283	47,612.41	CAFE AUGUST 2017 MEALS CAFE AUGUST 2017 MEALS	10/24/2017 10/24/2017	18371786 PV-180194 18371786 PV-180194	9,217.82 38,394.59	N N
() -						N
014650 SOULE SHOPPE 111 FAIRMOUNT AVE OAKLAND, CA 94511	3,750.00	DHWHITE1.1 PEACEKEEPER PRGRM DHWHITE1.1 PEACEKEEPER PRGRM DHWHITE1.1 PEACEKEEPER PRGRM	10/05/2017 10/05/2017 10/05/2017	18368805 PO-180116 18368805 PO-180116 18368805 PO-180116	2,000.00 1,000.00 750.00	N N N
(510) 338-3234						N
013310 SPLASH/ FOR EZ PROMOTIONS PO 5536 6301 SKYCREEK DRIVE ST 1 SACRAMENTO, CA 95828	1,567.77	170738 CMS SHIRTS 170738 CMS SHIRTS 170738 CMS SHIRTS 170739 DHS SHIRTS 170739 DHS SHIRTS 170739 DHS SHIRTS	10/26/2017 10/26/2017 10/26/2017 10/26/2017 10/26/2017 10/26/2017	18372350 PO-180372 18372350 PO-180372 18372350 PO-180372 18372350 PO-180373 18372350 PO-180373 18372350 PO-180373	864.79 7.10 7.10 5.77 5.77 702.98	N N N N N N
(916) 776-1627						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	1,700.45	ISLE GAS ISLE GAS RVHS GAS TRANS GAS RMS GAS STORAGE PREPAID GAS DHS GAS DO GAS	10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017 10/24/2017	18371780 PV-180188 18371780 PV-180188 18371780 PV-180188 18371780 PV-180188 18371780 PV-180188 18371780 PV-180188 18371780 PV-180188 18371780 PV-180188	16.94 103.43 800.87 49.32 60.31 375.00 146.31 15.63	N N N N N N N N
(888) 400-2155						N

DHW GAS	10/24/2017 18371780 PV-180188	55.75	N
CMS CAFE GAS	10/24/2017 18371787 PV-180188	76.89	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTAGE	2,915.31	3354044888 CAFE SUPPLIES	10/05/2017	18368832 PO-180280	102.17	N
500 STAPLES DRIVE		3353960182 SP ED SUPPLIES	10/05/2017	18368823 PO-180304	97.64	N
FRAMINGHAM, MA 01702		3353960184 SP ED SUPPLIES	10/05/2017	18368823 PO-180304	48.65	N
		3353960183 SP ED SUPPLIES	10/05/2017	18368823 PO-180304	65.96	N
() -		3353960185 ED SV SUPPLIES	10/05/2017	18368806 PO-180305	117.83	N
N STAPLES CONTRA		3353113721 F5 SUPPLIES ISLE	10/05/2017	18368823 PO-180483	194.79	N
		3353113721 F5 SUPPLIES ISLE	10/05/2017	18368823 PO-180483	.68	N
		3353113721 F5 SUPPLIES ISLE	10/05/2017	18368823 PO-180483	.68	N
		3353678401 F5 SUPPLIES	10/05/2017	18368823 PO-180520	.38	N
		3353678401 F5 SUPPLIES	10/05/2017	18368823 PO-180520	.38	N
		3353678401 F5 SUPPLIES	10/05/2017	18368823 PO-180520	109.92	N
		3354044889 WIND RIVER SUPPLIES	10/10/2017	18369395 PO-180386	9.18	N
		3354044890 WIND RIVER SUPPLIES	10/10/2017	18369395 PO-180386	9.07	N
		3354044893 WIND RIVER SUPPLIES	10/10/2017	18369395 PO-180386	9.07	N
		3354044891 WIND RIVER SUPPLIES	10/10/2017	18369395 PO-180386	9.07	N
		3353800431 WIND RIVER SUPPLIES	10/10/2017	18369395 PO-180386	32.96	N
		3354044892 WIND RIVER SUPPLIES	10/10/2017	18369395 PO-180386	9.07	N
		3351983532 ASP SUPPLIES	10/19/2017	18371135 PO-180439	39.74	N
		3351983532 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.14	N
		3351983532 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.14	N
		3353113720 ASP SUPPLIES	10/19/2017	18371135 PO-180439	68.11	N
		3353113720 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.24	N
		3353113720 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.24	N
		3351115601 ASP SUPPLIES	10/19/2017	18371135 PO-180439	103.61	N
		3351115601 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.36	N
		3351115601 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.36	N
		3353960186 ASP SUPPLIES	10/19/2017	18371135 PO-180439	82.62	N
		3353960186 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.29	N
		3353960186 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.29	N
		3351614212 ASP SUPPLIES	10/19/2017	18371135 PO-180439	14.00	N
		3351614212 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.05	N
		3351614212 ASP SUPPLIES	10/19/2017	18371135 PO-180439	.05	N
		3353678400 ASP SUPPLIES	10/19/2017	18371135 PO-180445	.31	N
		3353678400 ASP SUPPLIES	10/19/2017	18371135 PO-180445	88.33	N
		3353678400 ASP SUPPLIES	10/19/2017	18371135 PO-180445	.31	N
		3352359893 ASP SUPPLIES	10/19/2017	18371135 PO-180445	54.30	N
		3352359893 ASP SUPPLIES	10/19/2017	18371135 PO-180445	.19	N
		3352359894 ASP SUPPLIES	10/19/2017	18371135 PO-180445	.52	N
		3352359893 ASP SUPPLIES	10/19/2017	18371135 PO-180445	.19	N
		3352359894 ASP SUPPLIES	10/19/2017	18371135 PO-180445	149.28	N
		3352359894 ASP SUPPLIES	10/19/2017	18371135 PO-180445	.52	N
		3355831121 DHW SUPPLIES	10/24/2017	18371755 PO-180017	61.47	N
		3354044894 DHW SUPPLIES	10/24/2017	18371768 PO-180018	24.96	N
		3355156385 DHW SUPPLIES	10/24/2017	18371768 PO-180024	24.21	N

3355831122	DHW SUPPLIES	10/24/2017	18371768	PO-180024	28.64	N
3355087393	DHW SUPPLIES	10/24/2017	18371768	PO-180024	66.81	N
3353800430	DHW SUPPLIES	10/24/2017	18371768	PO-180028	41.08	N
3353366088	DHW SUPPLIES	10/24/2017	18371768	PO-180029	22.26	N
3353960187	DHW SUPPLIES	10/24/2017	18371768	PO-180029	7.56	N
3355699787	DHW SUPPLIES	10/24/2017	18371768	PO-180030	100.76	N
3355699788	DHW SUPPLIES	10/24/2017	18371768	PO-180032	352.78	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3353960186 ASP SUPPLIES	10/24/2017	18371768 PO-180442	82.62	N
		3351983532 ASP SUPPLIES	10/24/2017	18371768 PO-180442	39.74	N
		3353960186 ASP SUPPLIES	10/24/2017	18371768 PO-180442	.29	N
		3353960186 ASP SUPPLIES	10/24/2017	18371768 PO-180442	.29	N
		3351983532 ASP SUPPLIES	10/24/2017	18371768 PO-180442	.14	N
		3351983532 ASP SUPPLIES	10/24/2017	18371768 PO-180442	.14	N
		3355767008 DHS SUPPLIES	10/26/2017	18372365 PO-180327	533.95	N
		3355767008 DHS SUPPLIES	10/26/2017	18372365 PO-180327	1.86	N
		3355767008 DHS SUPPLIES	10/26/2017	18372365 PO-180327	1.86	N
		3355156386 DHS SUPPLIES	10/26/2017	18372365 PO-180327	.39	N
		3355156386 DHS SUPPLIES	10/26/2017	18372365 PO-180327	113.10	N
		3355156386 DHS SUPPLIES	10/26/2017	18372365 PO-180327	.39	N
013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044	1,162.00	JULY-SEPT 2017 SALES USE TAX	10/19/2017	18371145 PV-180175	1,162.00	N
() -						N
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155	82.37	JULY-SEPT 2017 FUEL TAX	10/19/2017	18371146 PV-180176	82.37	N
(916) 322-9669						N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	113.00	259355 HR FINGERPRINTING	10/19/2017	18371147 PV-180177	113.00	N
() -						N
000923 STEVE SMITH ELECTRIC STEPHEN A SMITH P.O. BOX 386 RIO VISTA, CA 94571	8,732.04	6028/6029 MAINT REPAIRS	10/05/2017	18368824 PO-180151	2,062.04	7
		6039 MAINT RVHS ELECTRICAL	10/19/2017	18371121 PO-180546	2,876.00	7
		6040 BACKING FOR DW INTERNET	10/24/2017	18371781 PV-180189	3,794.00	7
(707) 249-1848						Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114 N	4,821.97	414190819 DHW SUPPLIES 413914185 DHS SUPPLIES 414501551 RMS SUPPLIES 413141664 WG SUPPLIES 414628693 DHW SUPPLIES 414628701 WG SUPPLIES 416762870 WG SUPPLIES 416460251 BATES SUPPLIES 416765089 RVHS SUPPLIES 416460269 WG SUPPLIES 415706787 DHS SUPPLIES 416763886 DHW SUPPLIES 414768580 WG SUPPLIES 415260617 DHW SUPPLIES 416766095 RMS SUPPLIES 416587624 DHW SUPPLIES 416765097 CAFE SUPPLIES	10/05/2017 10/05/2017 10/05/2017 10/12/2017 10/12/2017 10/12/2017 10/26/2017 10/26/2017 10/26/2017 10/26/2017 10/26/2017 10/26/2017 10/31/2017 10/31/2017 10/31/2017 10/31/2017 10/31/2017	18368825 PO-180156 18368825 PO-180156 18368825 PO-180156 18369992 PO-180156 18369992 PO-180156 18369992 PO-180156 18372366 PO-180156 18372366 PO-180156 18372366 PO-180156 18372366 PO-180156 18372366 PO-180156 18373068 PO-180156 18373068 PO-180156 18373068 PO-180156 18373068 PO-180156 18373069 PO-180281	632.95 N 457.89 N 307.11 N 63.65 N 3.89 N 24.03 N 137.48 N 378.63 N 955.67 N 323.93 N 119.75 N 235.68 N 15.65 N 67.47 N 626.20 N 5.41 N 466.58 N	
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680 N	156.61	RVHS MEETING SUPPLIES	10/19/2017	18371136 PO-180067	156.61 N	
014053 TARGET SPECIALTY PRODUCTS 524 GALVENSTON ROAD WEST SACRAMENTO, CA 95691 (916) 374-9900 N	96.27	MAINT SUPPLIES	10/24/2017	18371769 PO-180158	96.27 N	
010250 TOLEDO PHYSICAL ED SUPPLY P.O. BOX 5618 TOLEDO, OH 43613 (800) 225-7749 N	631.61	242397 DHW SUPPLIES 242397 DHW SUPPLIES 242397 DHW SUPPLIES 242397 DHW SUPPLIES	10/12/2017 10/26/2017 10/26/2017 10/26/2017	18369993 PO-180576 18372351 PO-180576 18372351 PO-180576 18372351 PO-180576	255.64 N 375.97 N 30.55 N 30.55-	
011930 TRANE PARTS CENTERS 4145 DEL MAR AVENUE ROCKLIN, CA 95677	1,020.74	MAINT SUPPLIES	10/26/2017	18372367 PO-180159	1,020.74 N	

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013607 TRUSCO MANUFACTURING COMPANY 545 N. W. 68TH AVE OCALA, FL 34482-8235 (352) 237-0311	165.00	9872 MAINT PARTS	10/24/2017	18371782 PV-180190	165.00	N
		N HARRIS , BRUCE				
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0	10,411.35	SEPTEMBER 2017 PAYROLL GASB 45	10/03/2017	18368222 PV-180147	10,411.35	N
						N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328 () -	351.19	DO SHIPPING DO SHIPPING DO SHIPPING DO SHIPPING	10/05/2017 10/10/2017 10/24/2017 10/31/2017	18368838 PV-180154 18369402 PV-180166 18371783 PV-180191 18373077 PV-180206	73.82 57.73 149.30 70.34	N N N N
						N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258 (800) 328-5371	820.11	340622919 RVHS LEASE AGRMNT 341749166 DHW COPY MACHINE LS	10/05/2017 10/24/2017	18368826 PO-180078 18371770 PO-180113	324.38 495.73	N N
						N
013657 USLAN, LAURA PO BOX 1128 WALNUT GROVE, CA 95690 () -	42.88	CMS SUPPLIES	10/05/2017	18368827 PO-180450	42.88	N
						N
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004 () -	3,317.89	BATES CUST TRANS 1 TRANS 2 ASES 1 ASES 2 ASES 3 SP ED 1	10/05/2017 10/05/2017 10/05/2017 10/05/2017 10/05/2017 10/05/2017 10/05/2017	18368839 PV-180155 18368839 PV-180155 18368839 PV-180155 18368839 PV-180155 18368839 PV-180155 18368839 PV-180155 18368839 PV-180155	56.72 90.06 1.76 42.16 44.49 44.13 281.84	7 7 7 7 7 7 7
		Y VERIZON WIRELE				

SP ED 2	10/05/2017	18368839	PV-180155	37.21	7
SP ED 3	10/05/2017	18368839	PV-180155	42.01	7
MAINT	10/05/2017	18368839	PV-180155	237.70	7
BATES ADMIN	10/05/2017	18368839	PV-180155	64.97	7
DHW ADMIN	10/05/2017	18368839	PV-180155	72.55	7
ISLE ADMIN	10/05/2017	18368839	PV-180155	25.21	7
RVHS ADMIN	10/05/2017	18368839	PV-180155	98.87	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELES (Continued...)		NURSE 1	10/05/2017	18368839 PV-180155	49.20	7
		NURSE 2	10/05/2017	18368839 PV-180155	33.58	7
		ED SV	10/05/2017	18368839 PV-180155	69.18	7
		GEN ADMIN	10/05/2017	18368839 PV-180155	26.61	7
		RVHS CUST	10/05/2017	18368839 PV-180155	55.10	7
		WG CUST	10/05/2017	18368839 PV-180155	.22	7
		RMS CUST	10/05/2017	18368839 PV-180155	.22	7
		DHW CUST	10/05/2017	18368839 PV-180155	.22	7
		DHS CUST	10/05/2017	18368839 PV-180155	1.44	7
		WG SFTY	10/05/2017	18368839 PV-180155	.22	7
		OPERATIONS	10/05/2017	18368839 PV-180155	62.79	7
		BEHAVORIST	10/05/2017	18368839 PV-180155	37.21	7
		DHW SFTY	10/05/2017	18368839 PV-180155	.22	7
		RMS SFTY	10/05/2017	18368839 PV-180155	.22	7
		ISLE SFTY	10/05/2017	18368839 PV-180155	.22	7
		GARDENERS	10/05/2017	18368839 PV-180155	35.98	7
		RVHS SFTY	10/05/2017	18368839 PV-180155	.22	7
		DHS SFTY	10/05/2017	18368839 PV-180155	.22	7
		BATES SFTY	10/05/2017	18368839 PV-180155	.22	7
		COUNSELORS	10/05/2017	18368839 PV-180155	219.44	7
		CMS CUST	10/05/2017	18368839 PV-180155	13.55	7
		RVHS SFTY	10/26/2017	18372371 PV-180197	.22	7
		SP ED 3	10/26/2017	18372371 PV-180197	46.09	7
		MAINT	10/26/2017	18372371 PV-180197	233.96	7
		ASES 3	10/26/2017	18372371 PV-180197	43.41	7
		BATES CUST	10/26/2017	18372371 PV-180197	84.41	7
		GARDENERS	10/26/2017	18372371 PV-180197	33.37	7
		NURSE 1	10/26/2017	18372371 PV-180197	73.64	7
		BATES ADMIN	10/26/2017	18372371 PV-180197	77.10	7
		RMS SFTY	10/26/2017	18372371 PV-180197	.22	7
		TRANS 2	10/26/2017	18372371 PV-180197	4.07	7
		RVHS CUST	10/26/2017	18372371 PV-180197	18.56	7
		ASES 2	10/26/2017	18372371 PV-180197	49.32	7
		DHW CUST	10/26/2017	18372371 PV-180197	.22	7
		DO SFTY	10/26/2017	18372371 PV-180197	.44	7
		ISLE CUST	10/26/2017	18372371 PV-180197	.22	7
		DHW ADMIN	10/26/2017	18372371 PV-180197	72.46	7
		BEHAVORIST	10/26/2017	18372371 PV-180197	37.21	7
		DHW SFTY	10/26/2017	18372371 PV-180197	.22	7
		GEN ADMIN	10/26/2017	18372371 PV-180197	26.36	7
		DHS SFTY	10/26/2017	18372371 PV-180197	.22	7
		ISLE SFTY	10/26/2017	18372371 PV-180197	.22	7
		ISLE ADMIN	10/26/2017	18372371 PV-180197	25.21	7
		OPERATIONS	10/26/2017	18372371 PV-180197	40.98	7

CMS CUST	10/26/2017	18372371	PV-180197	16.83	7
ED SV	10/26/2017	18372371	PV-180197	72.96	7
NURSE 2	10/26/2017	18372371	PV-180197	37.39	7
RVHS ADMIN	10/26/2017	18372371	PV-180197	93.42	7
RMS CUST	10/26/2017	18372371	PV-180197	.22	7
TRANS 1	10/26/2017	18372371	PV-180197	101.10	7
WG SFTY	10/26/2017	18372371	PV-180197	.22	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099	
<hr/>							
013997 VERIZON WIRELES (Continued...)		SP ED 2	10/26/2017	18372371 PV-180197	37.21	7	
		COUNSELORS	10/26/2017	18372371 PV-180197	128.74	7	
		SP ED 1	10/26/2017	18372371 PV-180197	171.79	7	
		DHS CUST	10/26/2017	18372371 PV-180197	.44	7	
		ASES 1	10/26/2017	18372371 PV-180197	43.26	7	
		WG CUST	10/26/2017	18372371 PV-180197	.22	7	
<hr/>							
000104 WARREN'S MACHINE & WELDING	584.21	15861 DHS AG SUPPLIES	10/12/2017	18369994 PO-180321	18.12	N	
52270 CLARKSBURG ROAD		15861 DHS AG SUPPLIES	10/12/2017	18369994 PO-180321	223.07	7	
P.O. BOX 398		15861 DHS AG SUPPLIES	10/12/2017	18369994 PO-180321	223.06	7	
CLARKSBURG, CA 95612		15861 DHS AG SUPPLIES	10/12/2017	18369994 PO-180321	18.12-	N	
		15861 DHS AG SUPPLIES	10/12/2017	18369994 PO-180321	18.12-	N	
(916) 744-1667	Y	WIGLEY, WARREN	15861 DHS AG SUPPLIES	10/12/2017	18369994 PO-180321	18.12	N
			15829 MAINT PARTS	10/24/2017	18371784 PV-180192	138.08	7
			15829 MAINT PARTS	10/24/2017	18371784 PV-180192	11.22-	N
			15829 MAINT PARTS	10/24/2017	18371784 PV-180192	11.22	N
<hr/>							
010906 WASTE MANAGEMENT OF WOODLAND	994.21	DHS AG WASTE SERV	10/05/2017	18368828 PO-180312	111.66	N	
P.O. BOX 78251		DHS AG WASTE SERV	10/05/2017	18368828 PO-180312	111.66	N	
PHOENIX, AZ 85062-8251		DHS WASTE	10/05/2017	18368840 PV-180156	770.89	N	
() -						N	
<hr/>							
012528 WILLIAMS SCOTSMAN INC	5,093.53	DHW PORTABLE LEASE	10/05/2017	18368843 PV-180158	1,383.16	N	
4911 ALLISON PARKWAY		RMS PORTABLE LEASE	10/05/2017	18368843 PV-180158	1,236.79	N	
VACAVILLE, CA 95688		RVHS PORTABLE LEASE	10/05/2017	18368843 PV-180158	1,236.79	N	
		RMS PORTABLE LEASE	10/05/2017	18368843 PV-180158	1,236.79	N	
(707) 451-3000						N	
<hr/>							
012627 WON-DOOR CORPORATION	842.00	223361 MAINT REPAIRS	10/05/2017	18368829 PO-180166	842.00	N	
1865 SOUTH 3480 WEST							
SALT LAKE CITY, UT 84104							
(801) 973-7500						N	
<hr/>							
010172 WOODWIND & BRASSWIND	145.43	38036085 BATES MUSIC SUPPLIES	10/24/2017	18371756 PO-180498	145.43	N	
5795 LINDERO CANYON RD							
WEST LAKE VILLAGE , CA 91362							

(800) 348-5003

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	11.25	SP ED REIMB SUPPLY	10/10/2017	18369419 TC-180074	11.25	N
() -						N
000386 YOLO COUNTY ENVIRONMENTAL HEAL 292 W. BEAMER STREET WOODLAND, CA 95695	2,773.00	0092015 CAFE WATER SYSTEM PRMT 92042 MAINT WATER SYSTEM PERMT	10/19/2017 10/24/2017	18371148 PV-180178 18371785 PV-180193	1,391.00 1,382.00	N N
(530) 666-8646						N
District total:	1,001,130.73					
Report total:	1,001,130.73					

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



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.4___

SUBJECT:

Request to approve the renewal of School Messenger for the 2017-2018 school year at a cost not to exceed \$3,040.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

This system allows schools and District staff to quickly and efficiently communicate both general and emergency messages to parents/guardians and staff using text and voice mail.

Status:

We would like to continue utilizing School Messenger as our notification system for the 2017-2018 school year.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$3,040. from Educational Services funding.

Recommendation:

That the board approves the contract with School Messenger for the 2017-2018 school year at a cost not to exceed \$3,040.

Time: _2 mins._



Quote

West Interactive Services Corporation
PO Box 561484
Denver CO 80256-1484
Phone: 888-527-5225 | Fax: 800-360-7732

Date 10/31/2017
Quote # 103379
Expires 12/29/2017
Quote Type
Representative AM Heather Wilson
Agent

Prepared for:

River Delta Jt Unif Sch Dist
445 Montezuma St
Rio Vista CA 94571-1651

Item	Quantity	Description	Rate	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration.	3,040.00	3,040.00

Thank you for your order!

Total \$3,040.00

The terms and conditions available at <https://www.west.com/legal-privacy/webterms/> apply to this quote, unless the parties have entered into a separate mutually executed agreement.
Sales tax may be applied on invoice. Tax exemption certificates can be sent to accounting@schoolmessenger.com.



103379

BOARD OF TRUSTEES

RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: November 14, 2017

Attachments:
Item no. 10.5

From: Bonnie Kauzlarich, Director of Personnel

SUBJECT Request to approve Independent Contract for
Services Agreement

Action: _____

Consent:

Background Contract Lee Williams, November 1, 2017 – October 31, 2018, to provide CPR & First Aid training to RDUSD employees and coaches.

Status

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

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

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

Time: _____ 2 minutes _____



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

- TERM:** The term of this agreement is from Nov. 1, 2017 through Oct. 31, 2018. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

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

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

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

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

Creating Excellence To Ensure That All Students Learn

Independent Contractor Agreement

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Lee Williams
Printed/Typed Name _____ Date _____

Bonnie Kauzlarich 10/26/15
Requested By _____ Date _____

Social Security Number/Federal Tax ID Number

Approval Signature _____ Date _____

8274 B&R Ln, Rio Vista, CA 94571
Address _____ State _____ Zip _____

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

707-689-3960 williamsmtz51s1@yahoo.com
Contact Phone and Email _____

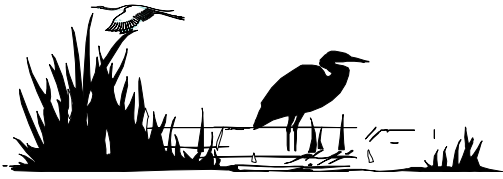
November 10, 2015
Board of Trustees Action _____ Date _____

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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



HOLD HARMLESS & INDEMNIFICATION AGREEMENT

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

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

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

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

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

 Signature of Authorized Representative _____
 Date Signed

Lee Williams
 Typed/Printed Name of Authorized Representative _____
 Company Name

Address, Email & Phone: 8274 B&R Ln., Rio Vista, CA 94571
williamsmtz51s1@yahoo.com 707-689-3960

1/14/08



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

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

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

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

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

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

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

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

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

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

Don Beno, Superintendent

Date

1/14/08
Attachment : (Conflict of Interest Code)

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

Creating Excellence To Ensure That All Students Learn

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

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

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

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

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

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

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

Signature of Authorized Representative
Lee Williams

Date Signed
Williams Service

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: 8274 B&R Ln., Rio Vista, CA 94571
williamsmtz51s1@yahoo.com 707-628-3960

1/14/08

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

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: _____

From: Victoria Turk, Principal RVHS

Item Number: __10.6__

SUBJECT: Approval Rio Vista High School Boys and Girls
Soccer Fundraisers

Action: _____
Consent Action: X _____
Information Only: _____

Background:

The RVHS Soccer teams are requesting approval for 2 fundraisers, candy and spirit wear sales, to assist in the purchase of uniforms and equipment.

Status:

Fundraising requires board approval.

Presenter: Vicky Turk

Other People Who Might Be Present: Cody Agan, Sarah Rendon

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

Recommendation: The Board approve RVHS Soccer Team Fundraisers

Time: _____ 2_ mins. _____

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

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: _____

From: Laura Uslan – Delta High School Principal

Item Number: __10.7__

SUBJECT

Action: _____

Consent Action: __X__

Fundraiser request for Delta High School Girls Varsity Soccer Team.

Information Only: _____

Background:

Delta High School Associated Student Body requests the following fundraiser be approved:

- (1) Girls Varsity Soccer to sell water bottles with Delta High School logo for an expected profit of \$250.

Status:

The fundraiser was approved by the Delta High School Associated Student Body Student Council at their meeting on October 25, 2017.

Presenter: Laura Uslan, Principal

Other People Who Might Be Present:

Cost &/or Funding Sources

ASB Funds

Recommendation:

That the Board approves the Delta High School ASB Fundraiser Request, as submitted and approved by Delta High School Associated Student Body.

Time: _____ 2 mins. __

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

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: _____

From: Maria Elena Becerra, Principal – Bates Elementary

Item Number: 10.8

SUBJECT

Request to approve the overnight field trip for Bates Elementary 6th grade students to the Sly Park Environmental Education Center from February 5-9, 2018.

Action: _____

Consent Action: X

Information Only: _____

Background:

This is an annual trip for the Bates Elementary School 6th grade students. The school incorporates proceeds from fundraisers, community donations, and parental donations to fund the student participation fee.

Status:

The students are requesting the permission of the RDUSD Board of Education to travel to the Sly Park Environmental Education Center in Pollock Pines, CA.

Presenter:

Maria Elena Becerra, Principal

Other People Who Might Be Present:

Cost &/or Funding Sources

Participation fee and transportation cost per student is \$260.00. This cost will be funded by parent/community/PTA donations and fundraising.

Recommendation:

Time: 2 mins.

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

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: _____

From: Maria Elena Becerra, Principal - Bates Elementary

Item Number: __10.9__

SUBJECT

Ms. Cage's annual 4th grade overnight Camping field trip. This year it will be Marshall Gold Discovery State Historic Park on March or April 2018 (depending on the camp site availability)

Action: _____
Consent Action: X
Information Only: _____

Background:

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

Status:

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

Presenter:

Maria Elena Becerra, Principal – Bates Elementary

Other People Who Might Be Present:

Ms. Cage, 4th grade teacher – Bates Elementary

Cost &/or Funding Sources

The cost of the field trip, with camp fees, panning lesson, leather projects, and drinks, approximately \$1400. The funding source for this field trip is a student fundraiser and contributions from the Bates PTA.

Recommendation:

That the Board approves the overnight fieldtrip for Bates 4th grade students to attend the Marshall Gold Discovery State Historic Park when camp sites become available in March or April.

Time: _____2 mins.____

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



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.10

SUBJECT

Request to approve the subscription for the federal program monitoring accountability system with 806 Technologies, Inc. for the 2017-2018 school year at a cost not to exceed \$5,050.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: 806 Technologies, Inc.

Description of Service(s): The district will use the accountability system to help organized and keep a summary of information needed for the reporting requirements for federal funded programs.

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

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$5,050 paid by Educational Services.

Recommendation:

That the Board approves the subscription with 806 Technologies, Inc. for the 2017-2018 school year at a cost not to exceed \$5,050.

Time: 2 mins.

806 Technologies, Inc.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024
(877) 331-6160x3
accounting@806technologies.com

806 | Technologies

QUOTE

ADDRESS

Contact Name	Kathy Wright	Quote Number	00000405
Billing Address	445 Montezuma St Rio Vista, California 94571-1651 United States	Close Date	12/15/2017

Product	Quantity	Sales Price	Total Price
Professional Development	1.00	\$1,000.00	\$1,000.00
Title 1 Crate - Campus Crate	8.00	\$450.00	\$3,600.00
Title 1 Crate - District Crate	1.00	\$450.00	\$450.00
	Grand Total		\$5,050.00

Training is a one time charge. It is conducted by one of our Title 1 Crate Federal Programs Experts and includes a 2-hour district user webinar and the 45-minute campus user webinar.

1. Federal Programs Dept -- A two hour webinar includes software training for district staff, one-on-one consultation with one of our federal programs experts, and hands-on aid in getting started in T1C.
2. Campus User Training -- One 45-minute webinar training with all campus leaders and staff will be scheduled after the district staff are trained and using Title 1 Crate. All campus users can log into the webinar to participate in comprehensive campus user training.

This estimate is for the 2017 - 2018 school year.

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



BOARD AGENDA BRIEFING

Meeting Date: February 14, 2017

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.11

SUBJECT

Request to approve Panorama Education for the 2017-2018 school year at a cost not to exceed \$6,295.30.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Panorama Education

Description of Service(s): To design and implement LCAP aligned surveys for students, staff and parents.

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

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$6,295.30 paid by Educational Services.

Recommendation:

That the Board approve Panorama Education for the 2017-2018 school year at a cost not to exceed \$6,295.30.

Time: 2 mins.



PANORAMA EDUCATION – SERVICE ORDER

Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	River Delta Unified School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Kathy Wright, Dir. Educational Services	<i>Primary Contact, Title</i>	Jillian Steckloff, Account Manager
<i>Billing / Payment Address</i>	445 Montezuma Street	<i>Billing Address</i>	109 Kingston Street, 5 Floor
<i>City / State / Zip</i>	Rio Vista, CA 94571	<i>City / State / Zip</i>	Boston, MA 02111
<i>Email</i>	krwright@rdusd.org	<i>Email</i>	jsteckloff@panoramaed.com
<i>Phone</i>	(707) 374-1725	<i>Phone</i>	(617) 356-8123
(1) Description of Services and (2) Fees			
Description of Services		Fees	
License Fees:		<i>Effective Date:</i>	<u>2/1/2018</u>
Panorama Platform license, which includes all of the following instruments and reporting structures:		<i>Contract Term:</i> <i>(From Effective Date)</i>	<input type="checkbox"/> 1 year <input checked="" type="checkbox"/> 2 years <input type="checkbox"/> 3 years
<ul style="list-style-type: none"> • Student, parent, and staff surveys • Social-emotional learning measures • Software License-fee based on \$2.75 X 1,942 student enrollment 		<i>Annual License Fee:</i> <i>(Due on Effective Date for Year 1)</i>	\$5,340.50
Hands on Project Management		<i>-CORE partnership discount (-20%)</i>	-\$1,068.10
<ul style="list-style-type: none"> • Support setting schedule and manage work for the project • Manage content and platform customization • Coordinate rollout of reports to educators and school leaders • Raw data export production. 		<i>-2-year partnership discount (-5%)</i>	-\$267.10
		<i>Sub-total License Fee:</i>	\$4,005.30
<i>Annual fee includes unlimited administrations of all measurements and surveys online for 12 months from effective date, in addition to logistical and technical support during that time period. All surveys and measurements include analysis of the data at the school and organization level, exportable reports in PDF or excel format, and FERPA-compliant secure data storage.</i>		<i>Additional Services Fee:</i>	\$2,000 (Hands-on project management and platform customization)
		<i>Paper Surveys:</i>	\$290 (Client prints, Panorama scans)
		<i>Sub-total Services Fees:</i>	\$2,290



PANORAMA EDUCATION – SERVICE ORDER

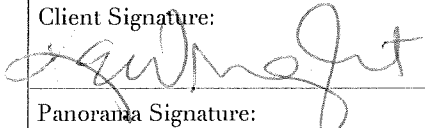
	<i>Total:</i>	\$6,295.30

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature: 	Print Name, Title: Director of Ed Services	Date: 10-27-17
Panorama Signature:	Print Name, Title:	Date:



PANORAMA EDUCATION – SERVICE ORDER

BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables school districts and state department of educations to design and implement survey programs (“Surveys”) for students, staff and parents (the “Platform”). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders (“Future SOs”) pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use (including use by Client’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) (“Data”), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions (“Other Data”, and, together with the Data, “Client Data”). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information (“Blind Data”) and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.



PANORAMA EDUCATION – SERVICE ORDER

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may suspend access to the Platform until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, knowhow payments, customs, privilege, excise, sales, use, valueadded and property taxes (collectively “Taxes”). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the “Term”).

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days’ notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama’s network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama’s Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY



PANORAMA EDUCATION – SERVICE ORDER

5.1 As used herein, “Confidential Information” means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the “Disclosing Party”) that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the “Receiving Party”); provided, however, that a Disclosing Party’s business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama’s Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed “Confidential Information” if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party’s Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the

Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION



PANORAMA EDUCATION – SERVICE ORDER

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL



PANORAMA EDUCATION – SERVICE ORDER

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition

or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: X Item

From: Carrie Norris, Principal of Walnut Grove

Number: 10.12

SUBJECT

Request to apply for First 5 School Readiness Contract
Renewal for fiscal years 2018-2021

Action:
Consent Action: X
Information Only:

Background: River Delta Unified School District currently holds a First 5 Sacramento School Readiness grant. This grant has assisted in preparing children for kindergarten, assisting parents in developing greater understanding of their child and obtaining the role as their child's first teacher. In addition, the School Readiness staff has bridged the gap between the elementary schools and the incoming kindergarten students through school readiness activities aimed at prenatal-5 years old. Parents have found the School Readiness Program to be a resource for them and their children

Status: River Delta Unified School District currently holds a First 5 School Readiness grant. This grant cycle is scheduled to end June 30, 2018. If approved to receive funding for the fiscal years 2018-21, River Delta Unified School District's School Readiness Program will continue with all services at Bates, Walnut Grove, and Isleton schools, including parent/child play groups, parenting classes, home visitor program, literacy classes and activities, pre-school support, and a family resource center in Walnut Grove.

Presenter: Carrie Norris

Other People Who Might Be Present: Kathy Wright, Heather Goss

Cost &/or Funding Sources There is no cost to apply for the renewal of First 5 Sacramento funding. If awarded, the non-competitive grant will fund fiscal years 2015-2018 School Readiness programs in River Delta. Expected funding amount is **\$867,081, over three years**. Potential estimated cost to district: In kind for three years, valued at \$84,000 including office space, classroom space at Isleton and Walnut Grove, and Bates access to furniture at all three sites, audit cost, and utilities.

Recommendation:

Request for the board to approve RDUSD First 5 School Readiness to apply for a renewal of funds for fiscal years 2018-21.

Time: 5 mins.

I. PERSONNEL								
line	Title/Role	Name	Annual Salary	FTE	Contract Budget	In-Kind or Match	Total Project Cost	Budget Justification/Duties
101	Director, First 5 School Readiness	Carrie. Norris	\$ 14,202.00	0.12	\$ 14,202.00	\$ -	\$ 14,202.00	Program oversight; ensures program compliance and staff performance; monitors budget and expenditures; acts as main liaison to First 5, school district, and community partners, develop and implement sustainability program, program evaluation and monitoring, vision casting
102	Coordinator, First 5 School Readiness	Heather Goss	\$ 56,352.89	1.00	\$ 56,352.89	\$ -	\$ 56,352.89	Will deliver the early childhood programs (playgroups for 0-3, parent education, story time, ASQ Developmental screenings, and literacy workshops.) Attends monthly coordinator meetings, engages in interagency collaboration, and provides community grant support. Collaborates with director to monitor program quality, compiles and submits quarterly progress reports to First 5. Communicates with parents and outside agencies, aides in the coordination of all other aspects of the RDUUSD SR program across all result areas.
103	Secretary	Maria Larios	\$ 34,498.74	0.88	\$ 34,498.74	\$ -	\$ 34,498.74	Provides translation services, Persimmony and Help me Grow data entry and data collection for programs, including sign in sheets, consent forms, etc, Provides outreach and recruitment to parents; creates newsletters and other parent materials and fliers; provides support to parents at workshops; refers parents to community services through the Family Resource Center, assists with all health and developmental screenings and registrations to Kinder Camps, provides program support for all early childhood programs. Provides follow up support for any health or developmental related referral.
104	Home Visitor	Sandra Martinez	\$ 37,980.22	1.00	\$ 37,980.22	\$ -	\$ 37,980.22	Provides home visiting services support for 0-3 year olds and their family, developmental screenings, and prenatal support for the families of RDUUSD. Provides families with necessary resources in order to best assist the family and/or child in using research based curriculum. Provides program support for all early childhood programs. Coordinates the Raising a Reader program.
105	Custodial	Sam Subers	\$ 3,594.93	0.10	\$ 3,594.93	\$ -	\$ 3,594.93	Will provide custodial services for site offices and classrooms used for the pupose of First 5 School Readiness programs at Walnut Grove School.
106	Custodial (hourly)		\$ 3,594.93	1.00	\$ 3,594.93	\$ -	\$ 3,594.93	Will provide custodial services for site offices and classrooms used for the pupose of First 5 School Readiness programs at Walnut Grove, Bates, and Isleton, and during the Kinder Camp programs.
107	Nurse	Holly Pauls	\$ 4,862.64	0.05	\$ 4,862.64	\$ -	\$ 4,862.64	Will screen children ages 0-5 (not yet in pubic school) for general health, developmental milestones, hearing, and vision needs and follow up support.
108	Kinder Camp Teacher (3) (hourly)		\$ 9,000.00	0.00	\$ 9,000.00	\$ -	\$ 9,000.00	Lead instructor at Kinder Camp Summer Program- 1 teacher each at Walnut Grove, Bates, Isleton (4 weeks, 5 days a week, 5 hours/day)
109	Kinder Camp Aide (3) (hourly)		\$ 4,560.00	0.00	\$ 4,560.00	\$ -	\$ 4,560.00	Will assist in the classroom while Kinder transtion summer camp summer program is in session- 1 each at Walnut Grove, Bates, Isleton (4 weeks, 5 days a week, 4 hours/day)
110	Child Care (hourly)		\$ 2,000.00	0.00	\$ 2,000.00	\$ -	\$ 2,000.00	Will provide child care services for any First 5 readiness activity where it is needed.
111	Translation Services (hourly)		\$ 2,000.00	0.00	\$ 2,000.00	\$ -	\$ 2,000.00	Will provide translation services for First 5 readiness activities or events, including, but not limited to comprehensive screenings, meetings, Kinder Camps, and Kinder Round up activities, where a contracted First 5 staff member is unavaible to do so.

112	Speech and Language Therapist (hourly)	\$ 2,000.00	0.00	\$ 2,000.00	\$ -	\$ 2,000.00	Will work to screen children ages 3-5 for speech and language delays.
113	Counselor/Family Outreach (hourly)	\$ 5,000.00	0.00	\$ 5,000.00	\$ -	\$ 5,000.00	Provide parent support classes focusing on limit setting, grief and loss, trauma, anger management, social skills, self care, etc. Counselor to provide consultation services to First 5 staff and pre-school staff at the YMCA in Courtland, Head Start in Walnut Grove, and the State Pre-school in Isleton, and families. Support families in making Child ACCESS Mental Health referrals.
114				\$ -	\$ -	\$ -	
115				\$ -	\$ -	\$ -	
116				\$ -	\$ -	\$ -	
117				\$ -	\$ -	\$ -	
118				\$ -	\$ -	\$ -	
119				\$ -	\$ -	\$ -	
120				\$ -	\$ -	\$ -	
121				\$ -	\$ -	\$ -	
122				\$ -	\$ -	\$ -	
123				\$ -	\$ -	\$ -	
124				\$ -	\$ -	\$ -	
125				\$ -	\$ -	\$ -	
Total Personnel				\$ 179,646.35	\$ -	\$ 179,646.35	
II. BENEFITS							
line	Line Item	Rate		Contract Budget	In-Kind or Match	Total Project Cost	
201	Fringe Benefits	44.6%		\$ 80,206.18	\$ -	\$ 80,206.18	
Total Benefits				\$ 80,206.18	\$ -	\$ 80,206.18	
III. OPERATING EXPENSES							
line	Line Item			Contract Budget	In-Kind or Match	Total Project Cost	Budget Justification/Use
301	Office Space (Family Resource Center/Education Center) Walnut Grove School			\$ -	\$ 12,000.00	\$ 12,000.00	Family Resource Center/Education Center at Walnut Grove School
302	Utilities			\$ -	\$ 7,500.00	\$ 7,500.00	
303	Classroom space at Bates and Isleton Schools			\$ -	\$ 3,000.00	\$ 3,000.00	Based on hourly rate for use of space
304	Classroom furniture at Bates and Isleton Schools			\$ -	\$ 2,000.00	\$ 2,000.00	
305	Audit Costs			\$ -	\$ 3,500.00	\$ 3,500.00	Annual audit costs
306	Training and Conferences			\$ 500.00	\$ -	\$ 500.00	Used for professional development opportunities including, but not limited to trauma focused, CABE Regional parent conference, NAEYC, etc.
307	Mileage			\$ 4,500.00		\$ 4,500.00	Cost of mileage for home visiting, outreach services, meetings, collaborations, playgroups, parent education classes, literacy classes, etc.
308	Postage/Mailings			\$ 300.00	\$ -	\$ 300.00	Cost of postage and mailings for all School Readiness Programs
309	Travel (outside district)			\$ 681.00	\$ -	\$ 681.00	Cost of travel to Professional Development, conferences, or trainings
310	Office Supplies			\$ 3,000.00		\$ 3,000.00	Covers copier costs, paper costs for advertising, materials and supplies
311	Parent Engagement Materials and Supplies			\$ 1,500.00		\$ 1,500.00	Cost will include materials and supplies for Latino Family Literacy workshops, Making Parenting a Pleasure Workshops, and other research based parenting workshops, as well as Home Visitor supplies and materials for Raising a Reader. Funds will also be used for parent incentives and giveaway to participating members of the School Readiness Program, including, but not limited to make and take activities.

312	Play Groups Materials and Supplies	\$ 1,500.00		\$ 1,500.00	Funds to be used for age appropriate toys, parent information pamphlet, and materials for each play group session. Funds will also be used for parent incentives and give aways, and all supplies and materials needed for play groups.
313	Enhanced Pre-school Support	\$ -	\$ -	\$ -	Funds to be used to provide enhanced pre-school support at the YMCA in Courtland, Head Start Classrooms at Walnut Grove School, and the state pre-school program at Isleton School on materials, supplies, curriculum, etc that supports level 4/5 tiers of QRIS.
314	Screenings and Early Interventions Materials and Supplies	\$ 500.00		\$ 500.00	Funding will be used for parent incentives and giveaways to participating member of the School Readiness Programs. Cost of materials needed in order to conduct screenings will be included in this line item.
315	Transitional Summer Camps Materials and Supplies	\$ 2,500.00	\$ -	\$ 2,500.00	Transitional Summer Camp supplies will be purchased to support the 4 week summer camps. Supplies include, but are not limited to, paper writing implements, craft supplies, reading materials, STEM supplies, etc. Funding will also e used for parent incentives and giveaways to participating member of the School Readiness Programs. Cost to include book giveaway to parents, as well as back backs for students transitioning to kinder/TK the following year.
316	Phone/Communications	\$ 262.00	\$ -	\$ 262.00	Cost for phone service in the Family Resource Center
317		\$ -	\$ -	\$ -	
318		\$ -	\$ -	\$ -	
319		\$ -	\$ -	\$ -	
320		\$ -	\$ -	\$ -	
321		\$ -	\$ -	\$ -	
322		\$ -	\$ -	\$ -	
323		\$ -	\$ -	\$ -	
324		\$ -	\$ -	\$ -	
325		\$ -	\$ -	\$ -	
326		\$ -	\$ -	\$ -	
327		\$ -	\$ -	\$ -	
328		\$ -	\$ -	\$ -	
329		\$ -	\$ -	\$ -	
330		\$ -	\$ -	\$ -	
	Total Operating Expenses	\$ 15,243.00	\$ 28,000.00	\$ 43,243.00	
	IV. EQUIPMENT				
	(over \$5,000)				
line	Line Item	Contract Budget	In-Kind or Match	Total Project Cost	Budget Justification/Use
401		\$ -	\$ -	\$ -	
402		\$ -	\$ -	\$ -	
403		\$ -	\$ -	\$ -	
	Total Equipment	\$ -	\$ -	\$ -	
	V. SUBCONTRACTS/CONSULTANTS				
line	Line Item	Contract Budget	In-Kind or Match	Total Project Cost	Budget Justification/Use
501		\$ -	\$ -	\$ -	Complete separate budget template
502		\$ -	\$ -	\$ -	Complete separate budget template
503		\$ -	\$ -	\$ -	Complete separate budget template
504		\$ -	\$ -	\$ -	Complete separate budget template

505			\$ -	\$ -	\$ -	Complete separate budget template
	Total Training Travel		\$ -	\$ -	\$ -	
VI. CAPITAL PROJECTS						
line	Line Item		Contract Budget	In-Kind or Match	Total Project Cost	Budget Justification/Use
601			\$ -	\$ -	\$ -	
602			\$ -	\$ -	\$ -	
603			\$ -	\$ -	\$ -	
	Total Subcontracts/Consultants		\$ -	\$ -	\$ -	
VII. INDIRECT						
line	Line Item	Rate	Contract Budget	In-Kind or Match	Total Project Cost	
701	Indirect	4.82%	\$ 13,931.11	\$ -	\$ 13,931.11	
	Total Indirect		\$ 13,931.11	\$ -	\$ 13,931.11	
CONTRACT TOTALS						
River Delta Unified School District		FISCAL YEAR 20/21 Year 3	\$ 289,026.64	\$ 28,000.00	\$ 317,026.64	*** Budget matches allocation ***
Funding Ratio:			91.2%	8.8%		

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



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: _____X
Item #: ___10.13___

From: Kathy Wright, Director of Educational Services

SUBJECT

Action: _____
Consent Action: ___X___
Information Only: _____

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

Background & Status:

Name of Vendor: _____ Point Quest _____

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

Date(s) of Service(s): ___2017-2018 school year_____

The 2017-2018 contract is not to exceed \$65,000. This request is for an additional amount of \$20,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$20,000 paid by Special Education funds.

Recommendation:

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

Time: _____2 mins.____

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2017–2018

MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED DISTRICT

Contract Year 2017-2018

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

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

III. EDUCATIONAL PROGRAM

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

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

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

2017-2018

CONTRACT NUMBER:

LEA: River Delta Unified School DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on November 6, 2017, between the River Delta Unified School DISTRICT (hereinafter referred to as the local educational agency “LEA” or “District”) and Point Quest (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/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 6, 2017 to June 30, 2018 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event a Master Contract is not renegotiated by June 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. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 14, 2017 to June 30, 2018 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event a Master Contract is not renegotiated by June 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. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or

the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (“SELPA”) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract

with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student’s record. Such log needs not to record access to LEA student’s records by: (a) LEA student’s parent;

(b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles

or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

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

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

by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed

teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all

requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of LEA student ten (10) days prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies,

and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

associated with the nonpublic school/nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the California Department of Justice (“CDOJ”) and the Federal Bureau of Investigation (“FBI”). Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required

to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

46. STAFF QUALIFICATIONS

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

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

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall

provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

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

48. STAFF ABSENCE

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

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

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

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

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

program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.

CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

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

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A

written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

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

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified

in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 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 required minimum number of minutes per grade level as noted in the California Education Code Sections 46200-46208.

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 6th day of November 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School/Agency

By:

Signature Date

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

LEA

DISTRICT

By:

Signature Date

By:

Name and Title of Authorized
Representative

Notices to LEA shall be addressed to:

Name and Title

DISTRICT

LEA

Address

City State Zip

Phone Fax

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

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

CONTRACTOR Point Quest CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

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

SERVICE	DESCRIPTION	RATE
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
	Instructional Assistant	\$ 40.00 Per Hour

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



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: x

From: Kathy Wright, Director of Educational Services

Item #: 10.14

SUBJECT:

Action:

Consent Action: x

Information Only:

Request to approve the 2017-2018 General Agreement for Nonpublic, Nonsectarian School/Agency Sunbelt Staffing, LLC to provide a Speech-Language Pathology Assistant (SLPA) at a cost not to exceed \$20,000.

Background & Status:

Name of Vendor: Sunbelt Staffing, LLC

Description of Service(s): To provide a Speech-Language Pathology Assistant (SLPA) for district students.

Date(s) of Service(s): 2017-2018 School Year

Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

SLPA rate is \$64.00 per hour. Not to exceed \$20,000 from Special Education funds.

Recommendation:

That the Board approves the 2017-2018 General Agreement for Nonpublic, Nonsectarian School/Agency Sunbelt Staffing, LLC to provide a Speech-Language Pathology Assistant (SLPA) at a cost not to exceed \$20,000.

Time: 2 mins.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2017–2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED DISTRICT

Contract Year 2017-2018

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

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

III. EDUCATIONAL PROGRAM

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

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

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

2017-2018

CONTRACT NUMBER:

LEA: River Delta Unified School DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Sunbelt Staffing, LLC
NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on November 6, 2017, between the **River Delta Unified School** DISTRICT (hereinafter referred to as the local educational agency “LEA” or “District”) and **Sunbelt Staffing, LLC** (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/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 6, 2017 to June 30, 2018 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event a Master Contract is not renegotiated by June 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. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or

the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in California Code of Regulations, title 5, sections 3064 and 3065 and Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract

with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student’s record. Such log needs not to record access to LEA student’s records by: (a) LEA student’s parent;

(b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles

or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

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

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

by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed

teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all

requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of LEA student ten (10) days prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP Team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

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

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

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

37. TRANSCRIPTS

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

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies,

and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

associated with the nonpublic school/nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the California Department of Justice (“CDOJ”) and the Federal Bureau of Investigation (“FBI”). Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required

to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

46. STAFF QUALIFICATIONS

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

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

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall

provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

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

48. STAFF ABSENCE

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

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

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

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

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

program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.

CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

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

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A

written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

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

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified

in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 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 required minimum number of minutes per grade level as noted in the California Education Code Sections 46200-46208.

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 6th day of November 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

LEA

_____ DISTRICT

By: _____
Signature Date

By: _____
Name and Title of Authorized
Representative

Notices to LEA shall be addressed to:

Name and Title

_____ DISTRICT

LEA

Address

City State Zip

Phone Fax

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

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

CONTRACTOR Sunbelt Staffing, LLC CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

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

SERVICE	DESCRIPTION	RATE
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)	\$ <u>68.00</u> per hour for a Speech- Language Therapy Assistant
	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
		\$ _____ Per Hour

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

445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: _____

From: Don Beno, Superintendent

Item Number: 10.15

SUBJECT Donations

Action: _____

Consent Action: x

Information Only: _____

Background:

Donations to Receive and Acknowledge:

Isleton Elementary School – 6th Grade Sly Park Educational Fieldtrip

Walmart #1789 - \$50 (gift card)
The Dutra Group - \$235
Walnut Grove Pizza Factory - \$100
Oilwell Materials/Ace Hardware - \$100
Bank of Stockton (Rio Vista) - \$50
C.R.C. Employees - \$78
Lira's Supermarket - \$235

Delta High School – FAFSA and Dream Application Night

Chipotle (Elk Grove – 7440 Laguna Blvd.) – Food for volunteers

Rio Vista High School – Foreign exchange student's school expenses

Trilogy at Rio Vista Bingo Club

Riverview Middle School – School Garden

Lira's Supermarket	\$600
McPherson Crane and Rigging	\$600
Rio Vista Rotary Club	\$300
Abel Chevrolet	\$300
James Wheeler	\$100
Janet Blegen	\$100
Carolyn Freese	\$100
Jay Forbes	\$100
Chris and Melinda Barkman	\$75
Chandra Drury	\$50
Scarlett and Greta Dole	\$30
Rachel White	\$25
Lisa Rae Coad	\$25
Paula and Don Coombs	\$25
Stanley and Karen Katzman	\$20
Kenneth and Betty Redford	\$20
Elvia Coronado	\$10
Robert and Jeanne Crawford	\$5
Various cash donations	\$187.72

Presenter Don Beno

Other People Who Might Be Present Staff

Cost &/or Funding Sources

Recommendation:

That the Board acknowledge and approve the receipt of these donations.

Time: 2 mins. _____

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

445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: X

From: Don Beno, Superintendent

Item Number: 11

SUBJECT Request to set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 12, 2017 with the Open Session beginning at 6:30 p.m. at the Rio Vista High School Theater.

Action: X
Consent Action:
Information Only:

Background

This is an annual mandate to publically set the Board's December Organizational meeting at its November meeting.

Status:

The December meeting is set for Tuesday, December 12, 2017, Rio Vista High School Theater, 6:30 p.m.

Presenter Don Beno

Other People Who Might Be Present

Cost &/or Funding Sources None

Recommendation:

That the Board set and approve the scheduling of the Annual Organizational Meeting of the Board of Trustees of the River Delta Unified School District for Tuesday, December 12, 2017 with the Open Session beginning at 6:30 p.m. at the Rio Vista High School Theater.

Time: 2 mins.


Sacramento Office of Education County

10474 Mather Boulevard
P.O. Box 269003
Sacramento, CA 95826-9003
(916) 228-2500

www.scoe.net

Memorandum

TO: District Superintendents

FROM: David W. Gordon, County Superintendent 

DATE: October 4, 2017

SUBJECT: ANNUAL ORGANIZATIONAL MEETING FOR GOVERNING BOARDS

Under the provisions of Education Code section 35143, your governing board is required to set an annual organizational meeting “within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar.” (Board members are seated the *first Friday* of December following the November election [Education Code § 5017])

**The 15-day period for 2017 is:
December 1 – 15**

The day and time of the annual meeting are to be selected by your governing board at its regular meeting held (in November) *immediately prior to the first day of such 15-day period*, and the board shall notify the County Superintendent of Schools of the day and time selected.

Following your regular meeting held immediately prior to December 1, please complete and return the enclosed form, notifying us of the date and time of your organizational meeting.

NOTE: Education Code section 35143 requires the County Superintendent of Schools to designate the date and time for the annual organizational meeting if your Board fails to do so. Therefore, it is important that we receive this form no later than 5:00 p.m. on November 15, 2017. If necessary, please send the form to us via fax at 916.228.2403.

After your organizational meeting has been held, please have the enclosed “Certificate of Election of Board President, Clerk, and Board Representative” (**yellow form**) completed, signed, and forwarded to this office. If you have any questions, please call Carla Miller at 916.228.2410.

Enclosures

SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: David W. Gordon, County Superintendent
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003

FROM: _____ River Delta Unified School District

The annual organizational meeting of this district has been set for:

Date: December 12, 2017

Time: 6:30 pm

Place: Rio Vista High School - Theater

This action was taken during the regular meeting *immediately preceding* December 1, 2017.

I hereby certify that 15 days prior to this date, all members and members-elect will be notified in writing of the time and place of the annual organizational meeting.

Signed: _____

Title: _____

Date: _____

PLEASE NOTE: If this form is not received by the County Superintendent of Schools by **5:00 p.m. on November 15, 2017**, the County Superintendent shall set the date and time of the annual organizational meeting as required by Education Code section 35143.

Education Code Section 35143

The governing board of each school district shall hold an annual **organizational meeting**. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office.

Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

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



445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Subject:

Recommend to approve the Delta Elementary Charter School Request for Material Revision to its Charter (Education Code section 47606, 47607)

Background:

The Board will take action on the request of Delta Elementary Charter School to make a material revision to its charter to amend its governance structure to include Leaders & Scholars, LLC to hold title to certain charter school facilities.”

The River Delta Unified School District approved the charter to form the Delta Elementary Charter School on August 15, 2006, for an initial term of five years. On November 18, 2014, the Board granted DECS a renewal term from July 1, 2015 through June 30, 2020.

Status:

In 2014, DECS created a non-profit public benefit corporation, Leaders & Scholars, Inc., to support charter school operations. DECS now brings to the Board a request to make a material revision of its charter to add the creation of Leaders & Scholars, LLC, a non-profit public benefit corporation, for the purposes of holding title to certain charter school facilities. The reason for the requested material revision is to achieve compliance with an application for facilities funding made to the California School Finance Authority (CSFA) under the Charter School Facility Grant Program (SB 740) to obtain reimbursements for facilities rents and leases.

Education Code section 47614.5 created the “Charter School Facility Grant Program” under which charter schools can receive “75 percent of the annual facilities rent and lease costs for the charter school.” (Education Code section 47614.5(b).) Specifically, the material revision is designed to allow DECS to transfer title to seventeen (17) modular buildings to Leaders & Scholars, LLC, such that the Charter School would be eligible to receive reimbursements for “facilities rents and leases” for leasing the modular from Leaders & Scholars, LLC.

According to the CSFA website, eligibility for funding under SB 740 is conditioned upon a Charter School serving, or locating in an elementary school attendance area, with no less than 55% students who are eligible for participation in the federal Free and Reduced Price Meals program:

The following criteria is used to determine an applicant's eligibility:

- Fifty-five percent (55%) or more of the student enrollment at the charter school site is eligible for FRPM; or
 - The charter schoolsite for which grant funds are requested is physically located in the attendance area of a public elementary school in which fifty-five percent (55%) or more of the pupil enrollment is eligible for FRPM. The school site gives preference in admissions to pupils currently enrolled in that school and to pupils who reside in the elementary school attendance area where the charter school is located.
- (Source: <http://www.treasurer.ca.gov/csfa/csfgp/faq.pdf>)

Upon the District’s request, DECS provided the following information regarding the non-profit corporation Leaders & Scholars, LLC:

- Articles of Incorporation

- Bylaws
- List of Directors and Officers
- Applications for SB 740 Facilities Funding submitted to the State

The District has reviewed the documentation to ensure that the proposed transaction complies with all applicable laws and does not involve self-dealing or an interested transaction. DECS has informed the District that no officer or director of Leaders & Scholars, LLC will receive any compensation in connection with their position. The sole purpose of the non-profit public benefit corporation is to comply with the CSFA “rents and leases” requirements.

The District has also reviewed the balance of the DECS Petition to ensure compliance with Education Code section 47607(a)(2)’s requirement that a material revision contain “a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.”

Earlier this year, River Charter Schools, the parent corporation of DECS, submitted a request for a material revision to Washington Unified School District to amend its charter to include the incorporation of Leaders & Scholars Two, LLC, for the same purpose. The Washington Unified School District Board granted the request for material revision at its March 23, 2017.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might be Present: Steve Lewis, DECS Board Members

Recommendation:

“Staff recommends that the Board grant the request for a material revision upon DECS meeting the following three conditions and advise DECS that it should contact District staff in advance of future material revisions before they are implemented:

- 1) Clarifying Section C (“Superintendent/Principal”) of the “Governance” section of the Petition (Section IV) to clarify whether the duties listed under this section apply to the position of Superintendent of River Charter Schools or the Principal of Delta Elementary Charter School.
- 2) Revising Section XIV (“Resolution of Dispute”) to reflect the practice of the Superintendent of River Charter Schools (as opposed to the Principal of the Delta Elementary Charter School) contacting the District Superintendent regarding disputes that arise between the District and Charter School.
- 3) DECS shall submit a revised petition in writing no later than 30 days following District Board action on the request for material revision.”

Time: ____5 mins.____

Leaders & Scholars entities narrative:

River Charter Schools has just recently obtained a Material Revision of its Lighthouse Charter School Petition with its authorizer Washington Unified School District “WUSD”. The reason the Material Revision was required was that we were changing the location of the school from Lighthouse & Fountain to 841 Bryte both of which are in West Sacramento. We were also asked by WUSD and its attorney to put an added paragraph in the governance section of the petition to explain the workings of the Leaders & Scholars, Inc. and Leaders & Scholars Two, LLC organizations with the property ownership etc. That paragraph is reproduced in its entirety below:

“The Charter School has created a non-profit public benefit supporting organization, Leaders & Scholars, Inc., “operating exclusively for the benefit of, to perform the functions of, or to carry out the purposes of” River Charter Schools. Further according to its Bylaws (attached as Appendix D) it is “to direct attention and effort toward providing funding to support the educational purposes of River Charter Schools and the development of other charter schools that may later be formed. The primary recipient of donations shall be River Charter Schools.” Its Board is appointed by the Board of River Charter Schools, and it is a controlled entity. Leaders & Scholars, Inc. has created Leaders & Scholars Two, LLC (see Appendix D for its Operating Agreement) to further its charitable and exempt activities for which Leaders & Scholars, Inc. is the sole member. For Federal tax purposes, Leaders & Scholars Two, LLC is considered a “disregarded entity”. In accordance with GAAP, the financial statements of both Leaders & Scholars, Inc. and Leaders & Scholars Two, LLC are consolidated together in River Charter Schools’ audit and financial statements. Leaders & Scholars Two, LLC will hold title to the property at 841 Bryte Avenue in West Sacramento and will be responsible for borrowing the money needed to perform improvements on the property to construct the future school site of Lighthouse Charter School.”

The purpose of Leaders & Scholars, LLC; and, why as an entity controlled by RCS, it is able to legally do a lease to what would ordinarily be considered a related party – namely L&S LLC leasing buildings to DECS.

As noted above, Leaders & Scholars, LLC has been set up to meet the lease requirements required by the California School Finance Authority “CSFA” regulations to obtain our Charter School Facility Grant Program (SB740) lease reimbursements from the State of California as proscribed by law. A very important part of how CSFA set this up in its regulations is contained in Section 10170.14 (a)(3)(B) as described below (for the full SB740 regulations, see the file in Dropbox called 1-SB740 at the end) :

Section 10170.14 (a)(3)(B) which is the key section defining what related parties are and that specifically defines the type of “Supporting Organization” that is able to lease a school facility to the related charter school without being considered a conflict of interest or related party even though its sole purpose for existence is to do everything it can to help the related charter school (as stated in its Bylaws) – an excerpt from section 10170.14 (a)(3)(B) follows:

“...except that a non-profit Corporate Entity formed exclusively for the purpose of managing or providing support to the Applicant or Charter School or to a group of related charter schools, and any direct or indirect wholly-owned subsidiary of any such Corporate Entity, shall not be considered a Related Party.”

Leaders & Scholars, Inc; Leaders & Scholars, LLC and Leaders & Scholars Two, LLC were established specifically to comply with this section of the regulations as California School Finance Authority staff informed us would be the way to comply with the regulations related to leasing the facilities to the appropriate school and qualify for SB740 reimbursement. To make sure that there was no confusion or comingling of funds, Leaders & Scholars, LLC is used exclusively for facilities leases and other expenses in support of Delta Elementary Charter

School (DECS) and Leaders & Scholars Two, LLC is used exclusively for facilities leases and other expenses in support of Lighthouse Charter School (LCS). Leaders & Scholars, Inc. is established as the sole member of the two LLCs. The three not for profits were set up and established by our attorneys Young, Minney and Corr and all transactions and accounting approaches (including consolidating the results of all Leaders & Scholars entities with River Charter Schools) have been audited and are in conformity with GAAP as attested to by our consolidated audits with unqualified opinions from Gilbert Associates.

Proposed Accounting Treatment for Sale of Buildings from DECS to Leaders & Scholars, LLC

The following accounting approach described in this herein and being adopted by management have received concurrence with our auditors/tax preparers. This accounting treatment related to the sale of 14 buildings on the DECS campus and assumption of debt secured by those buildings to Leaders & Scholars, LLC "L&S LLC" results in a treatment consistent with the Leaders & Scholars Two, LLC "Two LLC" property holding company owning all property and buildings as well as all debt secured by the property for the Lighthouse Charter School Campus. Further, it explicitly meets the requirement for reimbursement by the California School Finance Authority under the SB740 Charter School Facilities Grant Program.

Sale of 14 Buildings from DECS to L&S LLC – DECS sells 14 buildings

DECS has 17 buildings that are owned by two entities – three (3) are owned by "L&S LLC" and fourteen (14) by River Charter Schools "RCS" dba Delta Elementary Charter School. L&S LLC was established late in the development of DECS' Clarksburg campus to meet requirements of the SB740 Charter School Facilities Grant Program administered by the California School Finance Authority. To continue receiving the reimbursement we had on the earlier buildings (when the grant program was administered by the California Department of Education) we had to set up L&S LLC as a building holding company to lease from an outside company the modular buildings and lease them back to DECS the last three of DECS' classroom buildings. This resulted in the split ownership of the buildings on the Clarksburg DECS Campus. This needs to be remedied for ease of handling ongoing major repairs and consistent with being the property holding company for all of DECS' buildings. Similarly, Leaders & Scholars Two, LLC has been established to own, develop and do major repairs to the new Lighthouse Charter School campus in West Sacramento and will own all of those buildings as well. There is a desire to simplify and make consistent the use of both LLCs as property holding companies for all of the buildings of their respective schools and ensure the ability to receive its fair and appropriate SB740 funding. As of June 30, 2017 the 14 DECS buildings are on the DECS books at \$1,163,745.34 with accumulated depreciation of \$508,726.35 and a net book value of \$655,018.99.

To facilitate this transaction, the River Charter Schools Board has authorized the sale of all of DECS' modular buildings to Leaders & Scholars, LLC for \$655,018.99. L&S LLC will assume the two loans payable to First Northern Bank of Dixon secured by the 14 buildings totaling approximately \$550,018.99 and execute a 15 year fully amortized 5% interest rate note payable to DECS for the balance of approximately \$105,000 and a monthly payment to DECS of approximately \$831.

In addition to L&S LLC assuming the First Northern Bank of Dixon debt secured by the buildings, it will receive a transfer from DECS of the building gross book value and the related accumulated depreciation. It will continue to depreciate the buildings on the exact same schedule as DECS was using. This will have the effect of reducing fixed assets by \$655,018.99, establishing a new DECS note receivable of \$105,000 and decreasing DECS' liabilities by \$550,018.99 with a net impact on DECS' net assets of \$0. As L&S LLC (which as a "controlled entity" is consolidated with DECS for the RCS audited consolidated financials in accordance with GAAP) will show increases and decreases as noted above in its revenues over expenditures for the transfer of assets of \$655,018.99. The net of this transfer will be eliminated entirely in the RCS consolidation and will have no impact whatsoever on RCS' Revenues over Expenditures or Net Assets for June 30, 2017

The general entry to record this building sale transaction on the DECS books as of June 30, 2017 or later will be approximately:

DR \$508,726.35 Accumulated Depreciation
DR \$105,000.00 Note Receivable (from L&S LLC)

DR \$550,018.99 Notes Payable (assumed by L&S LLC)
CR \$1,163,745.34 Fixed Assets Property

The general entry to record this building purchase transaction on the L&S LLC books as of June 30, 2017 or later will be approximately:

DR \$1,163,745.34 Fixed Assets Property
CR \$508,726.35 Accumulated Depreciation
CR \$105,000.00 Note Payable (to DECS)
CR \$550,018.99 Note Payable (to First Northern Bank of Dixon)

Lease of 17 Modular Classroom Buildings by DECS from L&S LLC

Lease term: 3 years from July 1, 2017 to June 30, 2020

Payments: Monthly on the 15th of the month starting July 15, 2017 and ending June 15, 2020

Fair market value of classroom buildings: \$9,780 per 24 x 40 modular building Pacific Modular current quote for the lease of one 24 x 40 building for Lighthouse Charter School.

Rent: \$750/month/building x 17 = \$12,750/month x 12 = \$153,000/year (\$9,000/building/year)

Included in rent:

- Use of the buildings for DECS school classrooms;
- major maintenance and replacement of:
 - roof systems;
 - wall systems;
 - floors and carpet;
 - air conditioning system;
 - etc.

Excluded from rent and to be paid for by DECS:

- Phone
- Electricity
- Trash
- Pest control
- Alarm
- Property insurance for buildings
- Internet and networking components
- Thermostat repair
- Janitorial equipment
- Paint or tools
- Repair supplies, toilet, fountain, roof leak repairs/general maintenance, etc.
- Contractor repairing toilets, etc. – general maintenance projects
- Contractors repairing phone, internet, etc.
- Beautification projects such as a mural

Summary of Changes for Proposed Material Revision Charter (Prior to attorney comments):

- As required by law, we are having our attorney update various sections for legal changes that must be included.
- We are having them make changes to reflect the name change from Friends of Clarksburg Schools to River Charter Schools and a few other clean-ups such as that.
- We are having the school logo on the cover changed to reflect the new logo for DECS.
- In the Governance section IV A we propose adding the following:

The Charter School has created a non-profit public benefit supporting organization, Leaders & Scholars, Inc., “operating exclusively for the benefit of, to perform the functions of, or to carry out the purposes of” River Charter Schools. Further according to its Bylaws (attached as Appendix D) it is “to direct attention and effort toward providing funding to support the educational purposes of River Charter Schools and the development of other charter schools that may later be formed. The primary recipient of donations shall be River Charter Schools.” All its Board Members are appointed by the Board of River Charter Schools, and therefore it is a controlled entity. Leaders & Scholars, Inc. has created Leaders & Scholars, LLC (see Appendix D for its Operating Agreement) to further its charitable and exempt activities for which Leaders & Scholars, Inc. is the sole member. For Federal tax purposes, Leaders & Scholars, LLC is considered a “disregarded entity”. In accordance with GAAP, the financial statements of both Leaders & Scholars, Inc. and Leaders & Scholars, LLC are consolidated together in River Charter Schools’ audit and financial statements. Leaders & Scholars, LLC holds title to three modular buildings located at 36230 N. School St., Clarksburg, CA and is responsible for major building repairs and any debt associated with these buildings and any others it purchases which are planned to be the remaining 14 modular buildings located on the DECS campus. Leaders & Scholars, LLC has been set up to meet the lease requirements required by the California School Finance Authority “CSFA” regulations to obtain our Charter School Facility Grant Program (SB740) lease reimbursements from the State of California as proscribed by law.

- In the Reporting and Accountability - Facilities section XVII D we propose adding the following:

The school address is 36230 N. School St., Clarksburg, CA 95612. At this address, the Charter School’s 17 modular classroom buildings have been installed. The original 14 classrooms were installed when the California Department of Education “CDE” administered the Charter School Facilities Grant Program for reimbursement of building lease and other expenses. The last three buildings were installed when the California School Finance Authority “CSFA” administered the Charter School Facilities Grant Program for reimbursement of building lease and other expenses. CSFA would not and will not reimburse the lease expenses using the leases and approaches CDE had approved for many years. CSFA staff indicated that the only way to get these leases reimbursed would be to set up the supporting corporation and LLC that was described in Section IV A. above. Accordingly, we set up the supporting non-profit corporation and LLC to match the requirements of CSFA’s Regulations and in particular making sure to qualify under Section 10170.14 (a)(3)(B). This section allows the supporting LLC to pay for all the buildings/property and then lease them to the Charter School. And where the CSFA regulations specifically call out that there cannot be a “conflict of Interest”, it goes on further to explicitly define that the supporting corporation (such as Leaders & Scholars, LLC) is NOT a related party even though CSFA knows it is related by virtue of it being consolidated into the River Charter Schools audit.

In the case of the Delta Elementary Charter School buildings partially owned by the school and partly owned by Leaders & Scholars, LLC, we plan to have the 14 buildings not currently owned by Leaders & Scholars, LLC sold by DECS to L&S, LLC for their net book value of approximately \$655K. To pay DECS for the net book value of the buildings, Leaders & Scholars, LLC will assume an approximately \$550K note payable to First Northern Bank of Dixon and establish a new 15

year 5% interest bearing note payable to DECS for the difference between the \$550K and the net book value of the buildings which should approximate \$105,000.

Leaders & Scholars, LLC then will lease all 17 of the buildings to DECS for three years for approximately 93% of the fair market value or \$9K per building per year for a total monthly payment from DECS to L&S LLC of \$12,750. L&S LLC will be responsible for making all loan payments to First Northern Bank of Dixon and DECS as well as taking care of all major repairs/replacements on the buildings.

DECS will seek reimbursement from CSFA for the lease payments along with many other qualifying facilities expenses under the Charter School Facilities Grant Program (SB740).

- In Appendix D we propose including the most up to date copy of the following:
 - Articles on Incorporation
 - Bylaws
 - Change of Name filing with Secretary of State
 - Conflict of Interest Code
 - Leaders & Scholars, Inc. Bylaws
 - Leaders & Scholars, LLC Operating Agreement

- Also, if there are any references to one of these documents and/or excerpts from them, we will make sure they are updated as well.

If there are any questions or concerns about this approach, please let me know.

Thanks

Peter

Charter of Delta Elementary Charter School



**DELTA
ELEMENTARY**

CHARTER SCHOOL

*Charter Renewal Petition for the term: July 1, 2015 to June 30,
2020 Revised and Adopted by DECS/RCS Board September 8, 2014*

Material Revision Submitted August 18, 2017

Delta Elementary Charter School Accomplishments

Delta Elementary Charter School (DECS) is proud to serve the children, staff and families of our community, which serves the Clarksburg and West Sacramento regions. The school has grown from less than 100 students in 2007 to over 410 students in 2015-16. Our financial model is responsible and sustainable.

We strive to excel in three core areas: positive school culture, academic excellence and outstanding and unique instructional programs and partnerships.

At DECS we know that a positive school culture is foundational to student learning and therefore our school. Our 2013-14-climate survey indicated that 98% of our parents are pleased with our school culture and feel that we have set high academic standards for their children. We are committed to including our families in the decision-making processes, which are important to parents. Parents have, time and again, demonstrated their consistent commitment to Art and Music programs, which have grown and are producing students that excel in the arts as they move into the Clarksburg Middle School. Our Art Gallery Events and Music Programs have been a positive addition in this community and have led to partnerships with UC Davis, CSUS and local artists.

Delta Elementary Charter School is committed to project based learning and benefits greatly from connection between local agri-business and their deep connections with the curriculum. Our Learning Garden is an outdoor classroom that allows students to think critically and appreciate agriculture and local farming, and apply what they have learned. The partnership with Delta High School has been invaluable in strengthening our connection to agriculture. Students and staff greatly appreciate the Agriculture Leadership classes as well as the FFA chapter for dedicating their time and energy to teaching our students lessons from dairy to farming and harvesting. Our focus on agriculture has also led to positive partnerships to other professionals in the field. Our focus on student engagement in the garden has led to a partnership with biologists who are leading walks throughout the surrounding ecological environments.

Our staff is committed to implementation of the Common Core State Standards and has focused our staff development to ensure that students will find academic success. DECS staff and parents know that student data drives our decision making, while maintaining the humanistic goal of knowing every child by name and need to ensure each student finds increased levels of success. Our Professional Development has been geared to ensure that all staff receive the support and guidance needed for this critical transition.

Delta Elementary Charter School is proud to be part of the River Delta Unified School District boundaries. Our participation in the RDUSD Beyond the Bell Sports Programs has resulted in friendships among students in the district. Our families understand the importance of this partnership and we are seeing far greater numbers of our students transitioning to the Clarksburg Middle School. The capacity for staff cross-utilization is remarkable. The teachers and students in the high school Agriculture Program have been instrumental to our focus on local farming. The concept of a true K-12 partnership is becoming a reality that this school community greatly appreciates.

PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

	Page
AFFIRMATIONS AND ASSURANCES	ix
I. INTRODUCTION	1
A. GOALS FOR SCHOOL	1
B. FOUNDING GROUP	1
II. EDUCATIONAL PROGRAM	3
A. MISSION	3
B. VISION	3
The School’s Proposed Student Body.....	3
Faculty/Staff.....	5
Academic Calendar	5
Daily Instructional Minutes	6
An “Educated Person” in the 21st Century.....	6
How Learning Best Occurs.....	7
Methods of Instruction.....	8
Project-Based Learning.....	11
High Quality Professional Development	13
Integration of Technology.....	13
C. CURRICULUM.....	14
The Core Curriculum	14
Other Areas of Emphasis in Curriculum.....	17
Unique Aspects of the Charter School’s Program	17
D. CHARTER SCHOOL ANNUAL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES.....	19
E. PLANS FOR STUDENTS WHO ACHIEVE BELOW OR ABOVE GRADE LEVEL.....	19
Students Achieving Above Grade Level.....	20
Students Not Meeting Standards.....	20
Student Success Team.....	20
F. PLAN FOR ENGLISH LANGUAGE LEARNERS	22
Home Language Survey.....	22
CELDT Testing.....	22
Reclassification Procedures	22

	Strategies for English Language Learners	23
G.	SERVING STUDENTS WITH DISABILITIES.....	25
	Section 504 of the Rehabilitation Act.....	26
	Services for Students Under the IDEIA.....	27
III.	MEASURABLE PUPIL OUTCOMES AND ASSESSMENT OF STUDENT PERFORMANCE.....	35
A.	SCHOOLWIDE OUTCOMES / METHODS OF MEASUREMENT	35
B.	SUBJECT MATTER SPECIFIC PUPIL OUTCOMES.....	35
	Reading and Language Arts.....	35
	Mathematics.....	36
	History and Social Science	36
	Science.....	36
	Other Areas of Emphasis	36
C.	OUTCOMES THAT ALIGN WITH STATE PRIORITIES.....	36
D.	METHODS OF ASSESSMENT AND REPORTING OF DATA	36
E.	PERFORMANCE REPORTING	39
F.	LOCAL CONTROL ACCOUNTABILITY PLAN.....	40
IV.	GOVERNANCE STRUCTURE.....	41
A.	NONPROFIT PUBLIC BENEFIT CORPORATION.....	41
B.	BOARD OF DIRECTORS	41
	Board’s Duties	41
C.	THE PRINCIPAL.....	43
D.	ENGLISH LEARNERS ADVISORY COMMITTEE	44
E.	SCHOOL SITE COUNCIL	44
F.	PARENT INVOLVEMENT.....	44
G.	ORGANIZATION CHART.....	45
V.	QUALIFICATIONS OF SCHOOL EMPLOYEES.....	46
	Principal’s Qualifications.....	46
	Teachers’ Qualifications	46

	Classroom Aides	48
	Staff Selection Procedures	48
VI.	HEALTH AND SAFETY	49
	Procedures for Background Checks.....	49
	Role of Staff as Mandated Child Abuse Reporters.....	49
	TB Testing	49
	Immunizations.....	49
	Medications in School.....	50
	Vision, Hearing, Scoliosis Screening.....	50
	Emergency Preparedness	50
	Blood-borne Pathogens	50
	Drug-, Alcohol-, and Smoke-Free Environment.....	50
	Facility Safety	50
	Comprehensive Discrimination and Harassment Policies and Procedures.....	51
VII.	RACIAL AND ETHNIC BALANCE	52
VIII.	STUDENT ADMISSION REQUIREMENTS	53
IX.	INDEPENDENT FISCAL AUDITS	56
X.	SUSPENSION AND EXPULSION PROCEDURES	57
XI.	RETIREMENT BENEFITS.....	75
XII.	ATTENDANCE ALTERNATIVES.....	76
XIII.	RETURN RIGHTS OF SCHOOL DISTRICT EMPLOYEES	77
XIV.	RESOLUTION OF DISPUTES.....	78
XV.	SCHOOL CLOSURE PROCEDURES	80
XVI.	REPORTING AND ACCOUNTABILITY	82
	A. BUDGETS AND FISCAL REPORTS	82
	B. INSURANCE COVERAGE.....	82
	C. ADMINISTRATIVE SERVICES	83
	D. FACILITIES	83
	E. TRANSPORTATION.....	83

F.	FOOD SERVICES.....	84
XVIII.	IMPACT ON THE DISTRICT.....	85
XIX.	CONCLUSION.....	86
XX	BIBLIOGRAPHY.....	87

APPENDICES

Appendix A	Founders and Consultants	A-1
Appendix B	Legal Documents:	
	Articles of Incorporation	B-1
	Bylaws	B-2
	Conflict of Interest Code	B-3
Appendix C	Organizational Chart	C-1
Appendix D	Projected Budgets 2016-17, 2017-18, 2018-19, 2019-20	D-1
Appendix E	LCAP	E-1
Appendix F	Leaders & Scholars Legal Documents:	
	Leaders & Scholars, Inc. Bylaws	F-1
	Leaders & Scholars, LLC Operating Agreement	F-2

AFFIRMATIONS and ASSURANCES

As the authorized petitioners, we the executives and founders of the Delta Elementary Charter School Board of Directors, Don Clark, Board founder, and Dominic DiMare, Board Vice President, hereby certify that the information submitted in this petition for a California public charter school to be named Delta Elementary Charter School (the “Charter School”), and to be located within the boundaries of the River Delta Unified School District (“RDUSD” or the “District”) is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- River Charter Schools declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]
- The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to noncore, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D)
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- The Charter School will follow any and all other federal, state, and local laws and regulations that apply to the Charter School including but not limited to:
 - The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
 - The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]
 - The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Section 47605-47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legal required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Don Clark, Co-Lead Petitioner

Date

Dominic DiMare, Co-Lead Petitioner

Date

I. INTRODUCTION

Delta Elementary Charter School (Charter School) is a site-based, traditional calendar charter school serving students in transitional Kindergarten through sixth grade. This school provides a family oriented, community-based intimate learning environment that is devoted to the academic, social, linguistic, and personal success of each child. This school has the primary objective of enabling its students to become self-motivated, competent, and lifelong learners.

A. GOALS FOR SCHOOL

- Delta Elementary Charter School will attack the ethnic and socioeconomic achievement gap to enable students to become self-motivated, competent, and lifelong learners who are prepared for a lifetime of opportunities and change.
- Delta Elementary Charter School will continue to provide personal growth and development opportunities in the areas of: Intellectual development, social development, physical and emotional health, technological knowledge and skills, service to their local community, creative talents in the creative and performing arts, and create a student-centered learning environment.
- Delta Elementary Charter School shall provide a multiethnic, student-centered learning environment that focuses on student achievement on an individual basis so that every student can reach his/her optimum academic performance level.
- Delta Elementary Charter School's educational program is based on the California Common Core State Standards within an educational experience that will also include technology, fine arts, athletics, and project based learning to support the intellectual, social, physical, and emotional development of a student in the 21st Century.
- Delta Elementary Charter School integrates the components of local agribusiness into curriculum and technological innovation and mastery as part of the core academic program. Delta Elementary Charter School will create local partnerships that value local businesses and farmers.
- Delta Elementary Charter School will provide multiple opportunities for cross-cultural understandings.

B. FOUNDING GROUP

The founders of Delta Elementary Charter School are a committed, dedicated, and highly educated group of teachers, parents, and community members interested in providing students with an exemplary elementary school education. The founders bring together the combined experience of working in the areas of community advocacy, school finance, business, school administration, school curriculum, instruction, governance, and assessment, and have brought together independent consultants to provide advice in the legal and educational fields. See

Appendix A for a listing of the founders and consultants and their expertise and involvement in the Charter School.

II. EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. — California Education Code Section 47605(b)(5)(A).

Governing Law: The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

A. MISSION

The Mission of Delta Elementary Charter School (“Charter School”) in Clarksburg is to provide a family-oriented, community-based intimate learning environment that is devoted to the academic, social, linguistic, and personal success of each child.

B. VISION

The petitioners for the charter seek to capitalize on one of the last true small communities in Yolo County and surrounding counties. They are committed to building a collaborative learning community of parents, teachers, community members, farmers and students, all dedicated toward the goal of increasing pupil achievement at Delta Elementary Charter School, a special place to learn.

The School’s Student Body

Delta Elementary Charter School’s educational program has been developed to provide expanded educational choice and opportunities for families in Clarksburg and surrounding communities. The Charter School will strive to enroll a student body that is representative of the diversity of the surrounding community. The Charter School offers a school setting that reflects the community’s desire to have access to a rigorous academic program that includes visual and performing arts, technology, athletics, and agriculture. The Charter School will continue to focus on parent and community involvement, reach out to all stakeholders, and ensure that the educational needs of all students are being met.

The Charter School serves students whose families have an interest in and a commitment to the Charter School’s joint philosophy and vision.

The Charter School shall be nonsectarian in its admissions policies, employment practices, and all other operations. The school shall not discriminate against any student on the basis of the

characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). The founders believe that the personal attention and quality of the school's academic program can greatly benefit all students, regardless of their educational history.

Ethnicity	Percentage
African American	1
American Indian/Alaskan Native	0
Asian	1
Filipino	1
Latino or Hispanic	38
Pacific Islander	0
White	51
Multiple or no response	8
Sub-Group	
Free or reduced lunch participants	34
English learners	16
Students with disabilities	2
Parent Educational Level	
Not a high school graduate	10
High school graduate	15
Some college	31
College graduate	32
Graduate school	12

Source: California Department of Education 2013-2014

Faculty/Staff

All core teachers will hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in a non-charter public school would be required to hold in accordance with Education Code Section 47605(l). Teachers will be responsible for carrying out the Charter School's educational program, teaching the core academic classes, overseeing students' academic progress, and monitoring assessment.

All staff members (classified and certificated) will receive extensive training on goals and vision of Charter school to ensure a strong commitment/fit.

Academic Calendar

The following represents an example of the Charter School's school calendar.

Sample Calendar (For Reference only – specific dates will change annually)	
Summer Professional Development	August 4-8
First Day of Instruction	August 13
Veterans’ Day	November 11
Thanksgiving Break	November 25-27
Winter Recess	December 21-January 8
MLK Holiday	January 18
Presidents’ Day	February 8 and 15
Spring Recess	March 29-April 2
Memorial Day	May 31
Last Day of Instruction	June 5

Instructional Days: minimum, 180

Pupil Free professional development Days: minimum, 4

Daily Instructional Minutes

Currently, the school day will begin at 8:30 a.m. and conclude at 3:15 p.m. Each day will include a 35-minute lunch period and a 15-minute break. In lieu of this, the times may be adjusted to align with District school schedules. The total number of offered daily instructional minutes under this schedule is 325 minutes, which exceed the state requirement of instructional minutes for all grades pursuant to Education Code Section 47612.5(a).

An “Educated Person” in the 21st Century

The Charter School will endeavor to enable its students to receive educational experiences that will prepare them for high school, college, leadership, and life. The Charter School shall graduate students with the skills and attributes that are critical for all 21st Century learners.

To be a well-educated person of the 21st Century, one needs

- To think creatively and critically, to have problem-solving skills, and to develop learning and reasoning skills to prepare for lifelong learning
- To be able to set short- and long-term goals
- To have a deep understanding of the humanities, sciences, and arts
- To be capable of using technology as a tool in the pursuit of continued learning
- To be an exceptional communicator in many forms of communication
- To possess the attributes of responsibility, citizenship, sociability, diligence, civility, integrity, and honesty

The attributes of an educated person in the 21st Century include:

- Literacy and appreciation of the arts, science, mathematics, and history
- Understanding the scientific and mathematical processes

- Ability to gather and organize information and critically assess data
- Ability to think critically, analytically, creatively, and logically
- Ability to communicate complex ideas
- Ability to work with people of various backgrounds

How Learning Best Occurs

Learning best occurs in a student-centered environment where the teachers involve and challenge the students with issues that the students regard as important and meaningful. The Charter School will provide:

- A safe and nurturing environment.
- An environment where diversity is celebrated (ethnic, racial, cultural, philosophical, and/or individual): An educational environment that builds on student strengths through enrichment activities, independent research, problem solving, critical thinking, music, art, science, and technology.
- A school that treats all youth as gifted and talented by offering an accelerated and academically rich curriculum to all students.
- An educational experience that prepares pupils for successful learning opportunities and prepares them for successful college and/or careers.
- A haven where students can build sustained and caring relationships with their fellow students, teachers, and community members.
- An environment where all school community members (students, teachers, parents, community volunteers, and administration) collaborate to achieve their school vision by sharing the responsibility and decision making for curriculum, instructional strategies, and school organization.
- Thematic programs that support tiered instruction and activities that allow for multi-disciplinary learning coupled with alternative responses and solutions.

Learning will best occur when:

- Focus is placed on individual personalized learning, which can provide flexibility for the students to pursue their intellectual interests.
- Parents are actively involved as participants in support of their child's education.
- Community volunteers are actively engaged in the education and development of youth in their community.
- Students, teachers, and parents understand the metrics for success and share high expectations for success.
- Students receive tiered instruction and are involved in activities that allow for alternative solutions.
- Teaching methodologies encourage students to think creatively and critically.
- Technology is integrated into the curriculum as a tool to help students achieve academic success.

Methods of Instruction

The Charter School shall provide a small learning environment and contribute to educational reform by providing Common Core State Standards-based instruction. The Charter School intends to provide each student with powerful learning experiences that are differentiated to meet individual student needs. Mentoring of students by staff as well as fellow students at the Charter School will foster positive learning experiences, further develop the community, and diminish the need for remediation.

A combination of small- and large-group instruction will be used to deliver the curriculum with one-on-one help, including mentoring assistance for those who are in need of additional enrichment. The founders believe that this approach to learning will provide powerful learning experiences for all students within the Charter School.

Delta Elementary Charter School will work to:

- Create small communities of learning where stable, close, mutually respectful relationships with adults and peers are considered fundamental for intellectual development and personal growth; and
- Teach a core academic program that utilizes research-based instructional practices and promotes artistic, scientific, and mathematical literacy, as well as critical thinking and reasoning.

The following key elements, together, comprise the Charter School's approach to instruction:

- Common Core State Standards-based instruction
- Project-based learning ("PBL")
- High quality professional development
- Integration of technology
- Art and Music

The Charter School understands the importance of using research-based instructional practices to promote student achievement. In order to address how learning best occurs, faculty will be trained to: (1) design standards-based instruction (using the principles of backward design); (2) align appropriate assessments to the standards; and (3) implement project-based instructional activities that are aligned to standards and reflect research-based best practices, as detailed in the Buck Institute's *Project Based Learning Handbook*. Teachers will also design instruction that incorporates strategies detailed in *Classroom Instruction That Works*, by Marzano, Pickering, and Pollock. The following provides a detailed description of the standards-based instructional design process that the Charter School shall follow, which has been successfully implemented at Delta Elementary Charter School.

The method, known as "backward design," is an instructional design method with a strong research base currently being employed in reform efforts across the nation. Originally published in *Understanding by Design*, by Grant Wiggins and Jay McTighe, this process of instructional

planning provides teachers with a method for aligning standards, assessment, and instruction. This process is one in which teachers start with the desired results (goals or standards) – and then derive the curriculum from the evidence of learning (performances) called for by the standard and the teaching needed to equip students to perform. There are three distinct stages of this process that the Charter School will use. The three stages are as follows:

Stage 1: Unpacking and Prioritizing State Content Standards:

Teachers and administrators will apply specific tools necessary to “unpack” and prioritize content standards. This is a necessary prerequisite step to design effective assessments that are aligned to the standards. Specifically, teachers will:

- Understand the three steps of the backward design process (identifying desired results, designing and aligning assessments to those results, differentiating instruction to meet the needs of all learners).
- Apply a concrete process for analyzing standards which helps teachers internalize the standards as well as determine the following information:
 - Level of thinking (based on Bloom’s Taxonomy) required by students to reach mastery of the standard (this will be tied to creating assessments).
 - Percentage of questions from the Smarter Balanced Assessment Consortia that relate to each strand of the standards. Value added assessments to be utilized to measure student growth.
 - Identification of standards that will serve as “anchors” upon which units can be based. Other standards are tied to these “anchor” standards within each unit designed by teachers (this will be tied to creating assessments for units as well as individual lessons within the unit).

Teachers in each of the content areas, including physical education and visual and performing arts, will use common core state content standards as part of this process.

Stage 2: Aligning Assessments (formative and summative) to Common Core State Standards

Teachers will design effective assessments that are aligned to standards and provide an accurate measure of a student’s ability to engage in the level of thinking that is required by each standard.

Specifically, teachers will:

- Use of Evaluation rubric: goals and objectives specific to measure teachers’ effectiveness as related to student achievement
- Targets to be met to demonstrate progress (rubric scores)
- Insight Core Framework
- Identify four overarching assessment methods (selected response, constructed response, performance assessment, and personal communication) from which to choose when designing standards-based assessments (both formative and summative).
- Analyze content standards to determine the “achievement target” embedded within each standard (achievement targets are the link between standards and assessment).

- Match an appropriate assessment method to each standard.
- Establish and articulate clear criteria for reaching proficient performance on standards.

Stage 3: Differentiating Instruction to Meet the Needs of All Learners

Teachers will design innovative instructional strategies by:

- Differentiating the content, process, and products delivered to students in order to provide equal access to standards-based education for all learners (including English Learners [“EL”] and students with special needs)
- Writing effective standards-based lesson plans
- Exploring how all learners (including ELs and special needs students) vary in their readiness, interests, and learning profiles
- Using a repertoire of research-based instructional strategies proven to increase student achievement in a standards-based system (e.g., latest research from Marzano, Pickering, Pollock, Schmoker, Tomlinson, BIE, Insight Education Group)
 - All coursework will involve a rich repertoire of instructional strategies, curriculum, and materials. Many of the sample instructional strategies listed below incorporate one or more of the nine research-based strategies proven to have a positive effect on student learning, as described in *Classroom Instruction That Works* (Marzano, Pickering, Pollock, 2001).
 - Sample instructional strategies will include: Use of Insight Core Framework to measure lesson delivery effectiveness
 - Project-based learning and other ways of experiencing real-world problems
 - Collaborative investigations and demonstrations
 - Mini-lessons that address specific skills within the context of larger projects
 - Guidance and adequate time to self-reflect and self-assess
 - Democratic classrooms and school structure
 - Authentic assessments
 - Direct instruction
 - Research-based projects
 - Cooperative group work and projects
 - Interdisciplinary approaches to curriculum
 - Presentation of clearly defined “learning targets” for all students by all teachers
 - Rubric designed for self-assessment (Teacher Assessment System: TAS)
 - Involvement of community members and educational partners in instructional presentations
 - Mentoring program
 - Peer study groups
 - Creation of learning experiences that promote understanding, interest, and excellence

- Innovation and enhancement of current standards-based adopted programs

As a result of implementing and using this process, educational objectives become the criteria by which materials are selected, content is outlined, instructional procedures are developed, and tests and examinations are prepared. Teachers will use the process on a continual basis to evaluate the effectiveness of materials and instructional strategies used in their classrooms. Thus, the process will serve as the vehicle for ongoing conversations among grade levels and departments at the Charter School. Specifically, all teachers will be charged with the responsibility of meeting weekly, as a staff, to engage in lesson study and the examination of student work in order to critically examine lessons to determine their effectiveness.

As demonstrated by the sample interdisciplinary standards-based units found in the curricular section of this charter, the backward design process enables teachers to design and deliver comprehensive standards-based lessons in which multiple standards from across the content areas are effectively addressed and assessed.

Project-Based Learning

A key instructional approach to meeting a variety of student needs is standards-based project-based learning. Standards-focused PBL is a *“systematic teaching method that engages students in learning knowledge and skills through an extended inquiry process structured around complex, authentic questions and carefully designed products and tasks.”* Research shows that students engaged in PBL *“construct solutions, thus shifting the emphasis [from the product] toward the process of learning”* (Buck Institute for Education, 2004, <http://www.bie.org/>).

Project Based Learning is a teaching method in which students gain knowledge and skills by working for an extended period of time to investigate and respond to a complex question, problem, or challenge. Essential Elements of PBL include:

- Significant Content - At its core, the project is focused on teaching students important knowledge and skills, derived from standards and key concepts at the heart of academic subjects.
- 21st century competencies - Students build competencies valuable for today’s world, such as problem solving, critical thinking, collaboration, communication, and creativity/innovation, which are explicitly taught and assessed.
- In-Depth Inquiry - Students are engaged in an extended, rigorous process of asking questions, using resources, and developing answers.
- Driving Question - Project work is focused by an open-ended question that students understand and find intriguing, which captures their task or frames their exploration.
- Need to Know - Students see the need to gain knowledge, understand concepts, and apply skills in order to answer the Driving Question and create project products, beginning with an Entry Event that generates interest and curiosity.
- Voice and Choice - Students are allowed to make some choices about the products to be created, how they work, and how they use their time, guided by the teacher and depending on age level and PBL experience.

- Critique and Revision - The project includes processes for students to give and receive feedback on the quality of their work, leading them to make revisions or conduct further inquiry.
- Public Audience - Students present their work to other people, beyond their classmates and teacher.

Brain-based research conducted by Kotulak (1996) and Kuhl (1994) has shown that human beings learn most what is most meaningful to them. Conversely, new material for which there is no connection is discarded. If an emotional connection is made during learning, the material learned is reinforced. Furthermore, a recent review of research on project-based learning (Thomas, 2000) suggests that PBL is a teaching method that may be particularly well adapted to disadvantaged youth, such as the ones who will be served at Delta Elementary Charter School. According to this research, PBL makes the content areas more relevant and meaningful to disaffected youth, while enhancing the *quality* of student learning and the development of self-directed learners. The same review also proves that PBL does enhance professionalism and collaboration among educators.

All project-based units will reflect the principles of backward design – the project content and processes will be framed by an essential question that is aligned to standards. Each project will be anchored by an enduring understanding standard or big idea that teachers have identified within the content standards. Enduring understanding standards generally require high levels of critical thinking (analysis, synthesis, and evaluation on Bloom’s Taxonomy) and also require a performance assessment to adequately assess student mastery of such standards. Therefore, project-based learning provides a successful vehicle through which students can demonstrate their mastery of big ideas that reside at the heart of content standards. Along with the enduring understanding standard that anchors each project, teachers will identify standards that represent discrete skills or isolated pieces of knowledge that support the enduring understanding or big idea. Students will address these standards in relation to the big idea, which will enable students to see the connections between isolated facts or discrete skills and the big idea. This approach to curricular design and delivery is solidly grounded within the backward-design approach to curricular planning and provides for a meaningful comprehensive way in which to promote mastery of content standards.

Students will continue to be assessed for their mastery of standards, as well as their ability to solve problems individually and in cooperative groups. Project design will continue to incorporate rigorous and complex problems that require students to understand the relationships between concepts from different disciplines. All projects will continue to culminate in a tangible product and often a public exhibition of the students’ work. Furthermore, all projects will continue to reflect the “6 A’s” of high quality PBL:

- Authenticity
- Academic rigor
- Applied learning
- Active exploration
- Adult relationships
- Assessment

High Quality Professional Development

Although not explicitly a method of construction, a key component of the Charter School's approach is to continually work with our staff to ensure the teaching staff are constantly improving in their instructional delivery and content mastery. One of the most successful ways to accomplish this high quality professional development is to ensure that teachers and administration, work in a collaborative environment, with extensive opportunities for improvement and self-reflection. The educational program is designed to allow teachers the opportunity to work collaboratively throughout the entire educational process, from planning their lessons, daily instruction, as well as periods of reflection. The weekly calendar will allow for grade level teams to work collaboratively as well as the entire staff to share best practices.

Professional Development (PD) will be focused on specific best practices around common core implementation.

PD will focus on the five core practices as outlined through the Insight Education Group research

1. Know the discipline well
2. Prioritize evidence over opinion
3. Grow and Improve students' knowledge base
4. Assess progress towards mastery
5. Promote intellectual risk taking and persistence

Integration of Technology

In order for our students to be successful in achieving our goal of all students being an "educated person" in the 21st century, technological mastery is paramount. The tools of technology will be an integral part of all students and adults lives and should be a key component of our student's educational experience. Our students will be able to know about and use numerous forms of technology to demonstrate what they know and utilize this technology to learn about the world around them. A key component of our educational program is the use of electronic assessments, including but not limited to Accelerated Reader, as well as computer adaptive formative and summative assessments that are aligned to common core standards.

C. CURRICULUM

Common Core aligned curriculum will be used as a tool to ensure students are mastering content areas. Innovative curricular programs will be founded on the research-based approach described in *Understanding by Design* (backward design) (Wiggins and McTighe, 2001), and on innovations in project-based learning (Buck institute for Education). By integrating backward design into PBL, teachers are empowered to use creative and authentic instructional methods, while ensuring the coverage of California Common Core state standards within the project context. The traditional backward-design process guides teachers through a three-step process: (1) internalization and prioritization of state content standards; (2) differentiated assessment methods aligned to prioritized standards and identified learning targets; and (3) innovative, research-based instructional strategies clearly articulating student learning objectives. In a

standards-based PBL model, the third step is a process of aligning standards and assessments to real-world learning applications that take the shape of meaningful, rigorous, and assessable projects.

At Delta Elementary Charter School, students are expected to be engaged in the curriculum and learning objectives at all times. Teachers are expected to continuously communicate learning objectives to all students while formatively and summatively assessing for student mastery of all concepts and state content standards. Research clearly suggests that learning best occurs when students are actively engaged in their own learning. This requires that students are involved in conversations about learning objectives, instruction, and assessment.

As part of the curriculum design process, research-based instructional strategies for increasing student achievement will be embedded into the daily culture of the classroom. Teachers will be challenged to examine the three elements of effective pedagogy: instructional strategies, management techniques, and curricular design. Teachers will receive professional development around effective strategies that engage students to ensure active participation and growth in core curricular areas.

The Core Curriculum

Textbooks and materials will be used along with a variety of supplemental resources aligned to Common Core State Standards. The academic core curriculum will include reading and language arts, mathematics, history and social science, and science. Highly assessed “key” standards will define for each subject and grade the most important knowledge that students must acquire and the skills that they must master. Other standards that represent discrete learning skills will be linked to the key standards (as demonstrated in the sample units above) in order to bring relevance to the standards that represent isolated skills. Clustering standards in this way, prior to choosing curricular resources, will ensure that the school’s choice and use of curricular resources are aligned to state content standards. As described in the Common Core Standards, in Mathematics, the Charter School’s students will be able to apply the following:

Standards for Mathematical Practice

- Make sense of problems and persevere in solving them.
 - Find meaning in problems
 - Analyze, predict and plan solution pathways
 - Verify answers
 - Ask themselves the question: “Does this make sense?”
- Reason abstractly and quantitatively.
 - Make sense of quantities and their relationships in problems
 - Create coherent representations of problems
- Construct viable arguments and critique the reasoning of others.
 - Understand and use information to construct arguments
 - Make and explore the truth of conjectures

- Justify conclusions and respond to arguments of others
- Model with mathematics.
 - Apply mathematics to problems in everyday life
 - Identify quantities in a practical situation
 - Interpret results in the context of the situation and reflect on whether the results make sense
- Use appropriate tools strategically.
 - Consider the available tools when solving problems
 - Are familiar with tools appropriate for their grade or course (pencil and paper, concrete models, ruler, protractor, calculator, spreadsheet, computer programs, digital content located on a website, and other technological tools)
- Be precise.
 - Communicate precisely to others
 - Use clear definitions, state the meaning of symbols and are careful about specifying units of measure and labeling axes
 - Calculate accurately and efficiently
- Look for and make use of structure.
 - Discern patterns and structures
 - Can step back for an overview and shift perspective
 - See complicated things as single objects or as being composed of several objects
- Look for and identify ways to create shortcuts when doing problems.
 - When calculations are repeated, look for general methods, patterns and shortcuts
 - Be able to evaluate whether an answer makes sense

In Mathematics, students will also be responsible for learning the content and the skills at each grade level of the Common Core State Standards. For example, an overview of the Kindergarten mathematics standards is included below.

Grade K Overview | Mathematics

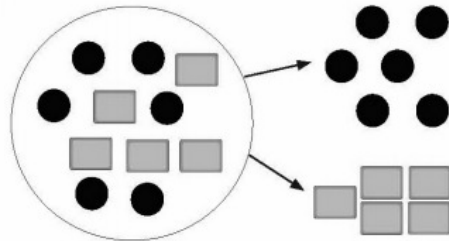
Kindergarten students learn to count to 100 and write numbers to 20. Attention is given to numbers 11-20 where emphasis is placed on tens and ones building a foundation for place value understanding. Beginning addition and subtraction starts in kindergarten. Students sort and classify groups of objects and identify basic shapes.

- Know number names and be able to count to 100
- Write numbers 0 – 20
- Learn about numbers 11-20, with tens and ones
- Count objects to tell the number of things in a group up to 20
- Compare numbers and groups



Which group has more? Which group has less?
Are these groups equal?

- Understand that addition is putting together groups and adding to groups
- Understand that subtraction is taking apart groups and taking from groups
- Fluently add and subtract within 5
- Understand concepts of time (morning, afternoon, evening, etc.)
- Know about the tools that measure time (clock, calendar, etc.)
- Sort objects into groups



Reading and Language Arts

Similarly for English Language Arts, the Charter School students, will become proficient at all of the adopted Common Core State Standards for ELA.

The Charter school will adopt and include the 2013 Science standards in its educational delivery system. The Charter School students will know and be able to for the following:

History and Social Science

Students will understand and apply knowledge in the areas of history, geography, economics, civics, and government to appreciate the interrelationships that exist within our complex 21st

Century. They will develop the skills of a historian through research and the use of primary sources.

Science

Students will apply their knowledge of science in the three dimensions of the Next Generation Science Standards (Practices, Crosscutting Concepts, and Disciplinary Core Ideas). There will be a focus on involving deeper understanding and application of content than the often fact-driven standards previously seen in California.

Other Areas of Emphasis in Curriculum

In addition to the core curriculum, the Charter School will also emphasize several other curricular areas in its course of study, including (1) health, especially those elements cited in the California state standards; (2) physical education, as outlined in the *Physical Education Content Standards for California Public Schools*; and (3) visual and performing arts, as spelled out by grade level in the *Visual and Performing Arts Content Standards for California Public Schools*. Although not necessarily designed as separate courses of study, agricultural sciences and language study will be incorporated throughout the curriculum.

Unique Aspects of the Charter School's Program

Curricular decisions will be approved by the Charter School's Board of Directors. The Charter School's staff shall be encouraged to offer their expertise in selecting appropriate curricular materials.

The courses of study developed for the Charter School will be intellectually demanding, relevant, and taught through an interdisciplinary team-teaching approach. Based on current research on how students learn, this interdisciplinary team-based approach reinforces brain-based learning. It has been demonstrated that students are better able to retain information when curriculum is presented in an integrated setting rather than in isolation.

The Charter School's teachers are encouraged to use an interdisciplinary approach in a standards-based system with student-centered learning opportunities. This will be accomplished through the seamless integration of standards with project-based learning, as described above. In order to ensure the effective integration of these pedagogical approaches, all staff members shall have a variety of opportunities for professional development, including staff development to enhance the school's team-based approach to learning. Staff training shall be focused on the academic state content standards, best practices in teaching, and accountability for school-wide goals.

The Charter School will implement a comprehensive model of continuous school improvement, which includes staff professional development as well as personalized coaching to help teachers implement concepts in their classroom in a practical way that meets their needs. The Charter School will encourage teachers to identify the types of professional development that they need in order to fulfill the mission and vision of the school.

Teachers and administrators have received onsite professional development from the McGraw Hill publishers of our newly adopted, common core, aligned curriculum. Additional training has been scheduled for the 2014-15 school year to ensure a strong understanding on content and delivery strategies, as well as, understanding the use of assessment tools to modify instruction as needed. Additional professional development will focus on topics that are relevant to the Charter School's mission, such as project-based learning.

Teachers will be encouraged to share with the staff and Charter School directors the areas where they feel a need for more support and professional development. Peer support teams and informal and/or formal interdisciplinary teams will promote the Charter School as a place for professional and personal growth for every staff member, as well as a place for learning for every student.

Technology will be available for all students as an integral part of their curriculum, staff members will be adequately trained in the use of computers and tablets and their application to curricular planning and development and for data retrieval and analysis.

The standard for high quality student work will be enhanced and enabled by excellent teaching within a supportive school culture in which:

Teachers are expected to:

- Demonstrate annual progress on school's teacher/staff rubric
- Possess demonstrable professional competence; maintain emotional and physically safe learning environments.
- Implement Common Core State Standards-based education in all areas of the curriculum.
- Use curricular materials and assessment practices that are aligned with Common Core State Standards.
- Provide content and performance standards that are clear, including required academic performance levels, for all parents and students.
- Assign regular and relevant homework linked to content and performance standards.
- Establish the development of literacy as a high priority.
- Utilize support personnel, including parent and community volunteers.
- Facilitate student access to human services agencies and to other appropriate organizations.
- Encourage innovation and academic excellence.

Learning opportunities include the following:

- Students will be encouraged to collaborate and work effectively with other students in the K-6 community.
- Students shall have opportunities to participate in a well-articulated physical fitness and athletics program that will promote lifelong fitness.
- Students shall have opportunities to participate in visual and performing arts programs.

- Students will develop individual goals for high school, post-high school, and career planning.

D. CHARTER SCHOOL ANNUAL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(A)(ii), the Charter School has developed annual goals to be achieved in the state priorities school wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals. The Charter School annually revises its goals during the process of adopting the LCAP. The 2013-14 LCAP is included in this document in appendix E, and the current LCAP is on file with the District.

E. PLANS FOR STUDENTS WHO ACHIEVE BELOW OR ABOVE GRADE LEVEL

It is the primary goal of the Charter School to have a student body meeting or exceeding state standards on all achievement tests. Establishing a comprehensive intervention system is a critical component of a sound educational program. It is the intention of the Charter School to implement academic support structures for students and their identified needs. There are two particular groups of students who need strategically differentiated intervention/enrichment programs. First, students who do not meet their progression towards proficiency in English language arts, English language development, and mathematics, and need intervention programs. Second, students who are achieving above grade level will also benefit from enrichment programs, which will be a regular part of their daily curricular experience.

The Charter School promotes success for all students. The Charter School believes all students can achieve high standards, regardless of their strengths, weaknesses, and life experiences, and therefore, should be offered opportunities to engage in a rigorous curriculum.

Students Achieving Above Grade Level

Students who are achieving above grade level will be provided with opportunities to extend and expand on the common core state standards. Teachers will engage students with open ended projects and allow students to work at their individual level to challenge and enhance their experience and produce the best work in accordance with their ability. The school will also provide appropriate reading material to build student awareness and imagination. Understanding and comprehension of reading material will be assessed using the Accelerated Reading program and individual goals set to challenge the student. Students will be identified as achieving above grade level primarily through daily teacher interactions and daily assessments in the classroom. Extension activities through Project Based Learning opportunities will be provided for accelerated learners.

Students Not Meeting Standards

Students who are not meeting grade level benchmarks will be provided additional interventions. In order to determine which students are operating below grade level, the Charter School will

utilize several techniques. One of the primary ways of identifying these students is through the daily teacher interactions with the student. Teachers are offering daily assessments, checking for understanding regularly and providing students with ample opportunities to demonstrate their mastery of skills. In addition to the teacher identification of those students not meeting grade level benchmarks, the Charter School will employ a series of assessments early in the school year to determine the student's performance level. These monthly assessments will be based on items derived from a common core item bank, which will provide the teacher with diagnostic information about each student's performance and identify those students in need of extra help. Finally, the Charter School will use the results of the state assessments when identifying those students in need of remediation. Above all, this is a data driven process, where the teacher and administrator will work together in this identification.

The interventions provided to the students will focus on building and supporting basic reading, writing, and math skills for success in the regular grade level appropriate curriculum. Additionally, the interventions will provide opportunities for students to relearn concepts already presented to them. Students will be identified for intervention, based CAASPP data (students not meeting state standards), diagnostic assessments to be administered by classroom teachers, and any other classroom-based assessment data relevant to student achievement.

Student Success Team

The Charter School is committed to working with students who are performing below grade level to help them achieve at expected levels and to those students who are performing above grade level and needing additional challenges. The Charter School will identify students who are performing below or above grade level, or those students otherwise having behavioral issues, and use a student success team ("SST") process to develop a plan to address their individual needs.

The Charter School Responsiveness to intervention (RTI) is a multi-tiered service-delivery model. For students who are not progressing with Tier 1-2 interventions, Tier 3 interventions will be provided. Tier 1 interventions include targeted instruction and flexible grouping and ongoing assessments. Tier 2 interventions are monitored by the Learning Center Coordinator to ensure a more targeted support program. Assistance at tier 3 level may be more frequent, involve smaller group aide or additional time provided to complete tasks. Tier 3 may utilize specific materials or programs that focus on the targeted need. The Charter School's Learning Center Coordinator will monitor and ensure that Tier 3 interventions are provided and will be responsible to monitor progress. A mix of pullout and push in services will be utilized with the goal of fewer classroom pullouts or interruptions. The Learning Center Coordinator will be responsible for monitoring and working with the classroom teacher to ensure that appropriate interventions are being implemented.

An SST uses a systematic problem-solving approach to assist students with concerns that are interfering with success. The SST clarifies problems and concerns; develops strategies and organizes resources; provides a system for school accountability; and serves to assist and counsel the parent, teacher, and student. An SST is a general education function. All students can benefit from an SST, including, but not limited to, those students achieving below or above grade level and students who have experienced emotional trauma, behavioral issues, or language issues.

Anyone who has a concern for a student can refer that student to the SST for consideration. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns, and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents, counselors, doctors, administrators, social workers, and law enforcement personnel. The meeting is designed to bring out the best in the people involved.

The Charter School's 12 SST meeting steps shall include:

1. Team members introduce themselves and their roles.
2. The purpose and process of the meeting are stated.
3. A timekeeper is appointed.
4. Strengths are identified.
5. Concerns are discussed, clarified, and listed.
6. Pertinent information and modifications are listed.
7. Concerns are synthesized, with one or two chosen for focus.
8. Strategies to deal given concerns are brainstormed.
9. Team chooses best strategies to carry into action.
10. Individuals make commitments to actions.
11. Persons responsible and timelines for actions are recorded.
12. Follow-up date is set. 6-8 weeks

If the concerns continue to exist after an SST plan has been implemented, revisions to the plan may be discussed or, if necessary, a referral for special education or Section 504 assessment might be deemed necessary by the SST. The RDUSD Special Education team will be requested to assist in formal assessments to determine if district services are required.

F. PLAN FOR ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners as it pertains to annual notification to parents, student identification, placement, program options, core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. Teachers will create a plan that ensures that EL's needs are being met on a daily basis. School goal is that each student will be reclassified within 5 years.

Home Language Survey

The Charter School will administer the home language survey upon a student's initial enrollment in the Charter School.

CELDT Testing¹

The California English Language Development Test (CELDT) will be administered to all students who indicate that their home language is a language other than English within 30 days of initial enrollment² and at least annually thereafter between July 1 and October 31st until they are re-designated as fluent English proficient.

Reclassification Procedures

Reclassification procedures provide for multiple criteria in determining whether to classify a pupil as proficient in English, including, but not limited to, all of the following: School will coordinate with RDUSD plan to ensure consistency on process

- Assessment of language proficiency, using an objective assessment instrument; this includes, but is not limited to, the California English Language Development Test.
- The pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil may evaluate the pupil's mastery of the curriculum.
- Parental opinion and consultation may be sought through a notice to parents or guardians. This includes language reclassification and placement, giving the parents an opportunity to participate in the process.
- A comparison may be made of the pupil's performance in basic skills against an empirically established range of performance and basic skills. The comparison should be based on the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within 30 days of receiving results from the publisher. The CELDT shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

¹ All references in the charter petition to the CELDT will be understood by the Charter School and the District to mean the English Language Proficiency Assessments for California ("ELPAC"), when it replaces the CELDT.

² The 30-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing from their prior school of enrollment.

Strategies for English Learners

The instructional design model to be used by the Charter School places a heavy emphasis on differentiating instruction to meet the needs of English language learners based on their academic and language readiness. Through the well-defined professional development plan that accompanies this instructional design model, teachers will be trained on a variety of instructional strategies to be used specifically with English language learners. These strategies include, but are not limited to, the following techniques:

Total Physical Response (TPR). Developed by James J. Asher in the 1960s, TPR is a language-learning tool based on the relationship between language and its physical representation or execution. TPR emphasizes the use of physical activity to increase meaningful learning opportunities and language retention. A TPR lesson involves a detailed series of consecutive actions accompanied by a series of commands or instructions given by the teacher. Students respond by listening and performing the appropriate actions (Asher, 2000a). Asher emphasizes that TPR can be the major focus of a language program or an extremely effective supplement, but that in order for it to be truly effective, training should include "a special course along with hands-on experience monitored by a senior instructor who is also skilled in the intricate applications of TPR." (*For a detailed review of the research validating this approach, as well as sample lesson plans and examples of how to use it in the classroom, see Asher, 2000b.*)

The Guided Language Acquisition Design (GLAD). GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement and cross-cultural skills. GLAD is an instructional model that develops metacognitive use of high level, academic language and literacy. All teachers will be trained to utilize GLAD strategies, as it relies on teachers implementing specific strategies to enhance the learning environment.

Cooperative Learning. Robert E. Slavin (1995) has shown cooperative learning can be effective for students at all academic levels and learning styles. Other research indicates that cooperative learning can be an "effective vehicle for learning content and learning in a second language" (Calderon, 2001; Cohen, Lotan, Scarloss, and Arellano, 1999; McGroarty, 1989, as cited in Calderon, 2001, p. 280). Cooperative learning involves student participation in small-group learning activities that promote positive interactions. As Cochran (1989) notes, "Cooperative learning makes sense for teachers who have limited English proficient pupils in their classes because all students are given frequent opportunities to speak and because a spirit of cooperation and friendship is fostered among classmates." Through a shared learning activity, students benefit from observing learning strategies used by their peers. EL students can benefit from face-to-face verbal interactions, which promote communication that is natural and meaningful (Johnson, Johnson & Holubec, 1994; Kagan, 1994). Calderon suggests that "cooperative learning is effective when students have an interesting well-structured task, such as a set of discussion questions around a story they just read, producing a cognitive map of the story, or inventing a puppet show to highlight character traits" (2001, p. 280).

Language Experience Approach (also known as dictated stories). This approach uses students' words to create a text that becomes material for a reading lesson (Carrasquillo & Rodriguez, 2002). Students describe orally a personal experience to a teacher or peer. The teacher or another student writes down the story, using the student's words verbatim. The teacher/student then reads the story back as it was written, while the student follows along. Then the student reads the story aloud or silently. Other follow-up activities can be done with this approach. In this way, students learn how their language is encoded as they watch it written down, building sight word knowledge and fluency as they use their own familiar language. This approach allows students to bring their personal experiences into the classroom—especially important for culturally diverse students (Peterson, Caverly, Nicholson, O'Neal, & Cusenbary, 2000).

Dialogue Journals (also known as interactive journals). This approach is a way for teachers to engage students in writing. Students write in a journal, and the teacher writes back regularly, responding to questions, asking questions, making comments, or introducing new topics. Here the teacher does not evaluate what is written, but models correct language and provides a nonthreatening opportunity for EL students to communicate in writing with someone proficient in English, and to receive some feedback (Peyton, 2000; Reid, 1997). Reid's literature review and her action research project show dialogue journaling with a teacher to be beneficial in improving spelling and fluency.

Academic Language Scaffolding. The term "scaffolding" is used to describe the step-by-step process of building students' abilities to complete tasks on their own (Gibbons, 2002). Academic language scaffolding draws on Cummins's research in cognitive academic language proficiency (Chamot & O'Malley, 1994; Cummins, 1981). Scaffolding actually consists of several linked strategies, including modeling academic language; contextualizing academic language using visuals, gestures, and demonstrations; and using hands-on learning activities that involve academic language. These strategies are a central part of sheltered instructional methods but can be used in any classroom context. (See Gibbons [2002] for specific scaffolding strategies.)

Native Language Support. Whenever possible, EL students should be provided with academic support in their native language (Thomas & Collier, 2002). Even in English-only classrooms, and even when an instructor is not fluent in a student's language, this can still be done in a number of ways. According to Lucas and Katz (1994), a student's native language serves several important functions: it gives students "access to academic content, to classroom activities, and to their own knowledge and experience." In addition, they found that it also "gave teachers a way to show their respect and value for students' languages and cultures; acted as a medium for social interaction and establishment of rapport; fostered family involvement; and fostered students' development of, knowledge of, and pride in their native languages and cultures."

Monitoring and Evaluation of Program Effectiveness

The evaluation for the program effectiveness for ELs in the Charter School will include:

- Adhere to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies

based on program design.

- Monitoring of student identification and placement.
- Monitoring of parental program choice options.
- Monitoring of availability of adequate resources.
- Teachers will be evaluated yearly using the Insight Core Framework Rubric.

G. SERVING STUDENTS WITH DISABILITIES

Overview

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Improvement Act (“IDEA”).

The Charter School shall be categorized as an independent local educational agency (“LEA”) member of the El Dorado County Charter Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a).

All certificated staff will receive training on the Response to Intervention model.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all of SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the ADA. The facilities to be utilized by the school shall be accessible for all students with disabilities.

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to, learning is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Principal or assigned administrator and shall include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable

about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records, including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team that will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing, and notice is given in writing to the parents or guardians of the student in their primary language along with the procedural safeguards available to them. If, during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education (FAPE). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the school's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications, or services that may be necessary.

All 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he or she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students Under the IDEA

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA to access to Charter School students, staff, facilities, equipment and records as required by law.

Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement polices relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program (“IEP”) meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Charter School’s non-special education students. The Charter School shall also provide all

home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School shall represent itself at all SELPA meetings.

Funding

The Charter School shall be subject to the allocation plan of the SELPA.

III. MEASURABLE PUPIL OUTCOMES AND ASSESSMENT OF STUDENT PERFORMANCE

Governing Law: The measurable pupil outcomes identified for use by the Charter School. “Pupil outcomes,” for purpose of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both school wide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.— California Education Code Section 47605(b)(5)(B).

Governing Law: The method by which pupil progress in meeting those pupil outcomes is measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. — California Education Code Section 47605(b)(5)(C).

A. SCHOOLWIDE OUTCOMES / METHODS OF MEASUREMENT (LCAP Reference: State Priority #4)

The Charter School will measure school wide outcomes as required and referenced in its LCAP. In order to best serve our students and community, the Charter School will examine and refine its list of school-wide outcomes yearly.

B. SUBJECT MATTER SPECIFIC PUPIL OUTCOMES

The Common Core State Standards and California content standards define for each subject and grade the most important knowledge that students must acquire and the skills that they must master. Appropriate grade-level mastery of core academic skills will include, but not be limited to, the following:

Reading and Language Arts

Students will demonstrate strong reading, writing, speaking and language skills in multiple forms of expression (e.g., written, oral, multimedia, and performing arts) with communication skills appropriate to age, setting, and audience.

Mathematics

Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within number sense and operations, functions and algebra, geometry and measurement, and statistics, data analysis, and probability appropriate to their skill levels.

History and Social Science

Students will understand and apply knowledge in the areas of history, geography, economics, civics, and government to appreciate the interrelationships that exist within our complex 21st Century. They will develop the skills of a historian through research and the use of primary sources.

Science

Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of the sciences. They will develop the skills of a scientist through research and lab opportunities.

Other Areas of Emphasis

In addition to the core curriculum, as noted earlier in Section II of this document, the Charter School will also emphasize several other curricular areas in the course of studies offered the students from kindergarten through grade six. The areas include (1) health and nutrition; (2) physical education and athletics; (3) visual and performing arts; (4) agricultural science; and (5) project based learning.

C. OUTCOMES THAT ALIGN WITH STATE PRIORITIES

Pursuant to Education Code Section 47605(b)(5)(B), the Charter School's outcomes that align with the state priorities and the Charter School's goals and actions to achieve the state priorities, can be found in the Charter School's current LCAP.

D. METHODS OF ASSESSMENT AND REPORTING OF DATA

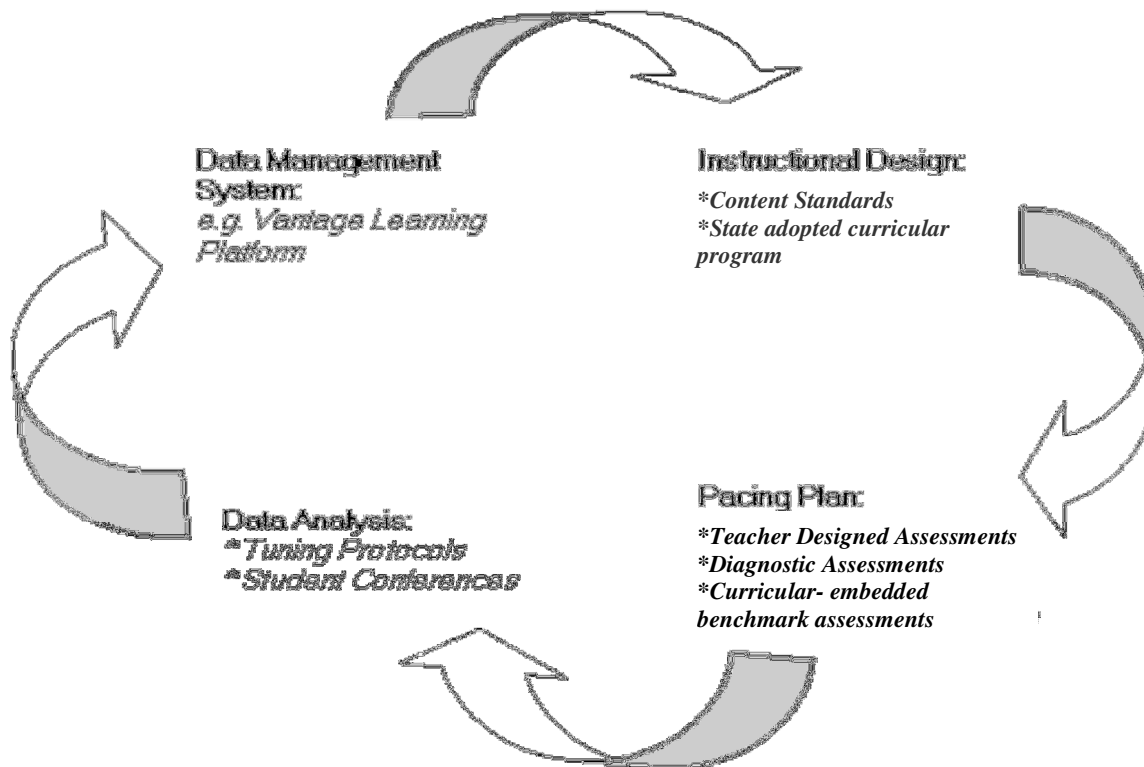
The Charter School shall conduct the required pupil assessments pursuant to Education Code Section 60605 and any other pupil assessments applicable to pupils in non-charter public schools. The Charter School affirms that its methods for measuring pupil outcomes for the State Priorities, as described in its LCAP, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

The Charter School is dedicated to documenting student achievement of the Common Core State standards each year through state-mandated assessments.

The Charter School will implement a cyclical feedback process to ensure that measurable pupil outcomes are used to inform and guide instruction. Teachers will be trained to work with California state standards and the chosen curricular program(s) to determine pupil outcomes. The Charter School has chosen a curricular program that includes curriculum referenced tests that are aligned to its sequence. These tests, along with other curricular-embedded, nationally normed assessments, and teacher-designed assessments, will be used to assess student mastery of the standards. The Charter School utilizes school-wide pacing plans for each grade level that identify when each standard is assessed during the course of the year.

The Charter School will compile and disaggregate assessment data (by student subgroup), and create a variety of instructive data reports. These reports will be used by teachers and other staff to collectively analyze student performance and modify instruction as needed. Using this data staff will review student performance by subgroup and grade level. The Charter School will also employ a strategy of quarterly assessments in each grade. The results of these assessments will be aggregated and shared with the teachers, administrators to determine the best strategy for maximizing student performance. The Charter School staff and its governing board will examine the findings and plan to make appropriate adjustments to ensure the success of all students in the Charter School.

Teachers will meet weekly as an entire staff with the administration and the leadership team. During these weekly collaborative meetings, teachers will apply tuning protocols; use student data conferences and other data analysis processes to identify students' academic strengths and weaknesses; and use that information to guide their instructional design. The Principal will monitor the use of data to drive instruction.



The data analysis process will also help the Charter School staff determine which students are in need of intervention (remedial instruction) or enrichment. As stated above in the education program section regarding students achieving below grade level, students in need of intervention services who are performing two or more levels below their actual grade level (as indicated by diagnostic assessments and/or curricular-embedded assessments) and those students who are not meeting state standards in any subject area on the state mandated testing will receive interventions, as discussed above, including, but not limited to, instruction in one of the CDE-adopted reading and/or math intervention programs (e.g., *Read 180*, *McDougall Littell*).

Student progress shall be measured through varied and diverse methods, which include, unit tests, and standardized tests as well as through ongoing “authentic assessment” methods, such as demonstrations, performances, and exhibitions.

Students will also be measured in non-curricular areas, such as class attendance and discipline, to ensure that they are meeting their social responsibilities. The Charter School believes that students develop important life skills when they are held responsible for both performance and conduct.

The Charter School will centrally manage scores from assessments and other meaningful quantifiable data so that students’ progress within particular subjects and across all subjects and areas of interest can be monitored. The Charter School will provide the students and teachers this progress data so that the Charter School staff, students, and parents can track individual student performance throughout the student’s career at the Charter School. Teachers and students shall be able to critically analyze student data, identify strengths and opportunity areas, develop individualized learning plans, and define goals for the students. Goals would be jointly set by teachers and students, and student progress will be tracked and discussed with both students and parents on a regular basis.

Parent participation will be essential in setting up these individual student educational contracts and in managing the students as they successfully progress through their goals and objectives. This information will be used to identify areas of student, teacher, and program level improvement within the Charter School’s program. The charter school will encourage active participation by parents in their child’s learning. The charter school will provide extensive opportunities for parents to provide their time and assistance in the classroom and on school grounds. Additionally, the charter school will work with parent groups established at the school to maximize the home to school connection.

Additional assistance will be offered to those students who need extra help in reaching their academic and personal goals. Examples include peer tutoring, parent or community volunteer assistance, after-school mentoring programs, and educating parents on how they can help at home.

Standards-based report cards will be utilized for both progress reports and end of term grading to communicate student performance with parents.

E. PERFORMANCE REPORTING

In the fall of each year, the Charter School will provide to the District Board of Education an annual performance report. This report will include the following information:

- Summary data showing student progress toward the goals and outcomes listed above
- A summary of major decisions and policies set forth by the Charter School's Board of Directors during the year
- Data on the parent involvement in the school's governance (and other facets of the school) and summary data from a yearly parent and student satisfaction survey
- Data regarding the number of staff working at the school and their qualifications
- A copy of the school's health and safety policies and any major changes to those policies during the year
- A comprehensive view of the Charter School's admissions practices during the year (This will include information regarding the numbers of students enrolled, children on waiting lists, and the students expelled and/or suspended.)
- Analyses of the effectiveness of the Charter School's internal dispute mechanisms and information regarding the number and resolutions of disputes and complaints
- Results of a Parent/teacher satisfaction survey
- Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the charter generally

The Charter School and District's Board of Education will jointly develop any additional content, evaluation criteria, timelines, and processes for the annual performance report. The Charter School will use the data in the performance report to assess and improve upon its educational programming, as deemed necessary.

The above-referenced annual performance report and the state mandated School Accountability Report Card and Local Control Accountability Plan (see below) will be submitted to the District within the timelines agreed upon by the District and the Charter School and made available to the public. The Charter School and District's Board of Education has developed a visitation process to enable the District to gather information needed to validate the school's performance and compliance with the terms of this charter. However, the Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records from the district, the Sacramento County Office of Education, and the State Superintendent of Public Instruction.

F. LOCAL CONTROL ACCOUNTABILITY PLAN ("LCAP")

Pursuant to Education Code Section 47606.5, the Charter School will annually update and develop a Local Control Accountability Plan ("LCAP") using the LCAP template adopted by the State Board of Education. The Charter School shall submit the LCAP to the District and the

Sacramento County Superintendent of Schools annually on or before July 1 of each year as required by Education Code Section 47604.33.

IV. GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. — California Education Code Section 47605(b)(5)(D).

A. NONPROFIT PUBLIC BENEFIT CORPORATION

The Charter School will be a directly funded independent charter school operated by River Charter Schools, a California nonprofit public benefit corporation, pursuant to California law.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight, as required by statute, and other contracted services, as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), River Delta Unified School District shall not be liable for the debts and obligations of Delta Elementary Charter School, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law. Attached, as Appendix B, are the Articles of Incorporation, the Bylaws, and the Conflict of Interest Code of River Charter Schools.

River Charter Schools is a nonprofit public benefit corporation that has created a non-profit public benefit supporting organization, Leaders & Scholars, Inc., whose purpose is to operate “exclusively for the benefit of, to perform the functions of, or to carry out the purposes of” River Charter Schools. Further, according to its Bylaws (attached as Appendix F), it is “to direct attention and effort toward providing funding to support the educational purposes of River Charter Schools and the development of other charter schools that may later be formed.” No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. All the Board members of Leaders & Scholars, Inc. are appointed by the Board of River Charter Schools and none of the Board members receive compensation.

Leaders & Scholars, Inc. has created Leaders & Scholars, LLC (see Appendix F for its Operating Agreement) to further its charitable and exempt activities and all property owned by the Company is also irrevocably dedicated to charitable purposes. In keeping with its Operating Agreement, if Leaders & Scholars, LLC is dissolved for any reason, all its assets after paying lawful debts will be distributed to the Sole Member (Leaders & Scholars, Inc) an organization organized and operated exclusively for charitable purposes and which has established its tax-exempt status under section 501(c)(3) of the Internal Revenue Code. In accordance with GAAP, the financial statements of both Leaders & Scholars, Inc. and Leaders & Scholars, LLC are consolidated together in River Charter Schools’ audit and financial statements. Leaders & Scholars, LLC holds title to three modular buildings located at 36230 N. School St., Clarksburg, CA which it leases to DECS and is responsible for major building repairs and any debt associated with these buildings and any others it purchases. In 2017 it is proposed that the remaining 14 modular buildings located on the DECS campus will be purchased by Leaders & Scholars, LLC. (See Facilities section of charter for more information.)

B. BOARD OF DIRECTORS

Delta Elementary Charter School will be governed by the Board of Directors (“Board” or “Board of Directors”) of River Charter Schools, in accordance with the adopted corporate bylaws, which shall be consistent with the terms of this charter. The current charter bylaws can be found in appendix B.

Board’s Duties

The Board of Directors of River Charter Schools will meet regularly, at least once a month and in accordance with the Ralph M. Brown Act. The Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School, including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismiss the Superintendent/Principal of the Charter School:
- Hire, promote, discipline, and dismiss all employees of the charter school after consideration of a recommendation by the Superintendent/Principal.
- Approve all contractual agreements.
- Approve and monitor the implementation of general policies of the Charter School. These will include effective human resource policies for career growth and compensation of the staff.
- Approve and monitor the Charter School’s annual budget and budget revisions.
- Act as a fiscal agent. This includes the receipt of funds for the operation of the Charter School in accordance with charter school laws and the receipt of grants and donations consistent with the mission of the Charter School.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Establish operational committees, as needed.
- Regularly measure progress of both student and staff performance.
- Involve parents and the community in school-related programs.
- Execute all applicable responsibilities provided for in the California Corporations Code.
- Do strategic planning.
- Approve the school calendar and schedule of Board meetings.
- Review requests for out-of-state or overnight field trips.
- Participate in the dispute resolution procedure and complaint procedures, when necessary.
- Approve charter amendments, as necessary, and submit material revisions, as necessary, for the granting agency’s consideration.
- Approve annual fiscal audit and performance reports.
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which is not in

conflict with the purposes for which schools are established. All Board meetings shall comply with the Ralph M. Brown Act.

The Charter School has adopted a conflict of interest code which shall comply with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. As noted earlier, the “Conflicts Code” is included in Appendix B.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal and performance audits, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties. Such delegation will:

- Be in writing.
- Specify the entity designated.
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise, and the beginning and ending dates of the delegation.
- Require an affirmative vote of a majority of Board members.

The River Charter Schools’ Board of Directors will attend in-service sessions for the purposes of training Board members on their responsibilities, with topics to include, at a minimum, conflicts of interest and the Ralph M. Brown Act.

C. THE SUPERINTENDENT/PRINCIPAL:

The Principal reports directly to the River Charter Schools’ Board of Directors, and he or she is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School. The Superintendent/Principal will be the leader of the Charter School. The Superintendent/Principal will ensure that the curriculum is implemented in order to maximize student learning experiences.

The Principal is assigned to perform assigned tasks directed from the River Charter Schools’ Board of Directors and is required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure that the Charter School enacts its mission.
- Supervise and evaluate teachers and staff.
- Communicate and report to the River Charter Schools’ Board of Directors.
- Oversee school finances to ensure financial stability.
- Participate in and develop professional development workshops, as needed.
- Serve or appoint a designee to serve on any committees of the Charter School.
- Interview and recommend employee hiring, promotion, discipline, and/or dismissal.
- Ensure compliance with all applicable state and federal laws and help secure local grants.

- Communicate with parents, recruit new families and students, and assure families of academic growth.
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors.
- Complete and submit required documents, as requested or required by the charter and/or River Charter Schools' Board of Directors and/or the District.
- Identify the staffing needs of the Charter School and offer staff development, as needed.
- Maintain up-to-date financial records.
- Ensure that appropriate evaluation techniques are used for both students and staff.
- Establish and maintain a system to handle organizational tasks, such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables.
- Hire qualified substitute teachers, as needed.
- Ensure the security of the school buildings.
- Promote and publish the Charter School program in the community and promote positive public relations and interact effectively with media.
- Encourage and support teachers on ongoing professional development.
- Attend District administrative meetings, as necessary, and stay in direct contact with the District regarding changes, progress, etc.
- Attend meetings with the school's Chief Business Officer on fiscal oversight issues once monthly or as otherwise agreed upon.
- Provide all necessary financial reports, as required for proper reporting of average daily attendance (ADA).
- Develop the Charter School's annual performance report and school accountability report card.
- Present fiscal audit to the River Charter Schools' Board of Directors and, after review by the Board of Directors, present audit to the District's Board of Education and the appropriate County Superintendent of Schools, the State Controller, and the California Department of Education.
- Manage student discipline, as necessary, and participate in the suspension and expulsion process.
- Participate in special education meetings, as necessary.

The above duties, with the exception of personnel matters, may be delegated or contracted, as approved by the Board of Directors, to a business administrator of the Charter School or other employee, a parent volunteer (only in accordance with student and teacher confidentiality rights), or to a third-party provider.

D. ENGLISH LEARNERS ADVISORY COMMITTEE

To the extent the Charter School receives Title III federal funding, the Charter School will maintain an English Learner Advisory Committee ("ELAC") as a condition of receipt of such funding. The ELAC shall be comprised of parents, staff, and community members specifically designated to advise the Charter School on English Learner program services. ELAC membership, duties and responsibilities shall be established in accordance with applicable state

and federal laws. The Charter School will work with parents of both English Learners and English speaking students in developing and adopting parent involvement strategies and policies.

E. SCHOOL SITE COUNCIL

To the extent the Charter School receives Title I federal funding, the Charter School will maintain a School Site Council (“SSC”) as a condition of receipt of such funding. The SSC is an advisory committee that works together to support the Charter School’s growth as a united and innovative school community. The membership of the SSC represents all major stakeholders in order to provide a forum for stakeholder voice and input on school development as it relates to building community, accomplishing school goals, and reaching the mission of the school. SSC membership, duties and responsibilities shall be established in accordance with applicable state and federal laws

F. PARENT INVOLVEMENT

Parent Teacher Club

The Charter school will maintain a Parent Teacher Club to be responsible for parent involvement in school activities, fundraising, and advising the Charter School Board of Directors on any and all matters related to the strengthening of the Charter School community.

Parent Volunteer Opportunities

In addition to maintaining a minimum of four parent/guardian participants on the Board and parent participation on the Parent Teacher Club, parents will be strongly encouraged to contribute a minimum of 30 hours per family per academic year to the Charter School. The Principal shall maintain a comprehensive list of volunteer opportunities, including, but not limited to, the following: volunteering in the classroom/school (including at-home assistance); tutoring; attending parent-teacher conferences; attending meetings of the River Charter Schools’ Board of Directors (as member or observer), ELAC or SSC, or any applicable parent group functions; participating in the planning of, or attendance at, fundraising or academic/arts events; or taking part in other activities upon approval by the Principal. No child will be excluded from the Charter School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged 30 hours of participation.

G. ORGANIZATIONAL CHART

See Appendix C for an organizational chart.

V. QUALIFICATIONS OF SCHOOL EMPLOYEES

Governing Law: The qualifications to be met by individuals to be employed by the charter school. — California Education Code Section 47605(b)(5)(E).

For all administrative, instructional, instructional support, and noninstructional support positions, the the Charter School shall recruit professional, effective, and qualified personnel who believe in the vision of the Charter School and are in touch with the needs of the community. The Charter School shall be nonsectarian in its employment practices and all other operations. The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

All employees should possess the personal characteristics, knowledge, and relevant experiences to meet the responsibilities and qualifications identified in the posted job description, as determined by the Charter School.

Prior to commencing employment with the Charter School, all employees shall be fingerprinted and receive a background clearance in accordance with Education Code Section 44237.

The following are a list of key personnel to be employed by the Charter School, along with corresponding qualifications:

Administrators' Qualifications

The Charter School seeks candidates who possess strong leadership skills; the ability to understand and implement the educational vision of the Charter School; and a desire to facilitate communication and effective participation among teachers, students, staff, the Board, and the community at large. The Charter School administrators shall possess the following minimum qualifications:

- Valid teaching credential
- Valid Administrative Services Credential (or Pupil Services Credential) preferred
- Minimum of five years of teaching experience
- Master's Degree or equivalent

Teachers' Qualifications

The Charter School shall seek teachers who are committed to education and the mission and vision of the Charter School and who are in touch with the needs of the community. Teachers are expected to exhibit critical-thinking and communication skills, effective teaching strategies, subject-matter expertise, and a willingness to work collaboratively and take responsibility and exercise leadership for the Charter School as a whole.

The Charter School shall comply with Education Code Section 47605(l), which states:

Teachers in charter schools shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the charter school and shall be subject to periodic inspection by the chartering authority. It is the intent of the Legislature that charter schools be given flexibility with regard to noncore, non-college preparatory courses.

Should the Charter School seek to exercise any flexibility with regard to noncore, non-college classes, the Charter School shall submit a list of those courses that it deems to be noncore and non-college to the District.

Teachers will be 100 percent CLAD certified or in the process of obtaining CLAD certification, or will hold a similar certificate issued by the CCTC.

Non-certificated Staff

The Charter School shall seek non-certificated candidates who embrace the vision of the Charter School and are flexible and able to work collaboratively with administrators, students, faculty, staff, and parents. Non-certificated staff candidates must possess adequate professional training and/or experience.

Non-certificated staff members, who may include business service providers, a custodian, a school secretary, and a bus driver, must exhibit the following minimum qualifications³:

- Adequate professional training and/or experience
- Any and all licenses or certifications necessary to perform the responsibilities of the position
- Positive references

Classroom Aides

The Charter School may hire highly qualified paraprofessionals to fill positions. The Charter School recognizes the importance of trained aides in the classroom to help the teacher in the instruction of students; therefore, aides must possess the following qualifications:

- Candidate must hold a high school diploma.
- Candidate must have completed a minimum of two years of post-secondary study (defined as 48 semester units or greater) or hold a minimum of an AA degree - to include coursework that shall prepare the paraprofessional candidate for demonstration of working knowledge of and the ability to assist in instructing in the areas of reading, writing, and math, or in "school readiness." In lieu of this, the candidate may have job

³ In the alternative, the Charter School may contract for any or all of these services.

experience in the same or similar position or have a skillset that is needed such as being bilingual.

Staff Selection Procedures

The Charter School shall not discriminate on the basis of any characteristic described in Education Code Section 220.

When a vacancy occurs, the Principal⁴ shall establish an ad hoc hiring committee, which shall:

- Announce openings.
- Recruit applicants; request resumes.
- Interview and select candidates.
- Teacher candidates will provide 1-2 demonstration lessons prior to final panel interview

⁴ The Board shall establish the committee in case the Principal is not available.

VI. HEALTH AND SAFETY

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary, as described in Section 44237. — California Education Code Section 47605(b)(5)(F).

In order to provide safety for all students and staff, the Charter School shall adopt and implement full health and safety procedures and risk management policies for the Charter School site.

The following is a summary of the health and safety policies of the Charter School:

Procedures for Background Checks

Employees and contractors of the Charter School will be required to submit to a criminal background check and furnish a criminal record summary, as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California teaching credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Principal of the Charter School shall monitor compliance with this policy and report to the Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, as required by Education Code Section 49406.

Immunizations

All students enrolled and staff will be required to provide records documenting immunizations, as is required at public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Code of Regulations, Sections 6000-6075.

Medications in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medications in school. The school has established a protocol to ensure the safety of all students. Medication storage and 2 person checkout rules will be adhered to at all times.

Vision, Hearing, and Scoliosis Screening

Students will be screened for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 *et seq.*, as applicable to the grade levels served by the school.

Emergency Preparedness

The Charter School shall adhere to an *Emergency Preparedness Handbook*, drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to, the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

The Charter School's safety committee will coordinate with RDUSD school officials and CMS/DHS administrators to ensure that safety procedures are aligned and understood by all 3 campuses.

Blood-borne Pathogens

The Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

Whenever exposed to blood or other bodily fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

Drug-, Alcohol-, and Smoke-Free Environment

The Charter School shall function as a drug-, alcohol-, and tobacco-free workplace.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Further, the Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School has a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies.

VII. RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. — California Education Code Section 47605(b)(5)(G).

The Charter School shall strive, through recruitment and admissions practices, to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the River Delta Unified School District.

The Charter School will implement an outreach plan that includes, but is not limited to, the following elements or strategies, which focus on achieving and maintaining a racial and ethnic balance among students that is reflective of the general population residing within the territorial jurisdiction of the River Delta Unified School District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based application process.
- The development and distribution of promotional and informational material that reaches out to all of the various racial and ethnic groups represented in the territorial jurisdiction of the River Delta Unified School District, including Spanish language materials.

The outreach plan will be reviewed and updated annually based upon the success and/or failures of the prior year.

VIII. STUDENT ADMISSION REQUIREMENTS

Governing Law: Admission requirements, if applicable. — California Education Code Section 47605(b)(5)(H).

Charter schools are schools of choice. The Charter School shall admit all pupils who wish to attend the Charter School up to capacity. No test or assessment shall be administered to students prior to acceptance and enrollment in the Charter School. Except as provided in Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the pupil, or of his or her parent or guardian, within this state.

The Charter School shall be nonsectarian in its admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, students will be required to submit an enrollment packet, which shall include the following:

- Completion of a student enrollment form
- Proof of immunizations
- Home language survey
- Completion of “Emergency Medical Information Form”
- Proof of minimum age requirements

A. PUBLIC RANDOM DRAWING

Applications will be accepted during a publicly advertised open enrollment period each spring for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine enrollment for the impacted grade levels, with the exception of existing students who are guaranteed enrollment in the following school year. Currently enrolled students (enrolled for no less than 30 school days) at the Charter School who will be moving up into the next grade level will be automatically re-enrolled for the following year. Each returning student will be required to return an “intent to return” form.

Preferences in the public random drawing will be given in the following order of priority:

Priority 1: Students who reside in the former Clarksburg Elementary School attendance area.

Priority 2: Siblings of students who attended DECS during its first two inaugural years: 2007-2008 and 2008-2009.

Priority 3: Children of DECS Employees, Board of Directors, and Founding Members. (Not to exceed 15% of total population. “Founding Members” shall be defined in accordance with adopted policy of the Board of Directors.)

Priority 4: Siblings of students who currently attend DECS for 30 school days.

Priority 5: Residents of the River Delta Unified School District attendance area.

Priority 6: Siblings of students who concurrently attend Clarksburg Middle School or Delta High School.

Priority 7: All students on the “wait list” from the previous year.

Priority 8: All other out-of-District applicants.

Once a grade level is filled to capacity, applications will continue to be drawn for positions on a waiting list. This waiting list will allow students the option of enrollment in the case of an opening during the school year. In no circumstance will a waiting list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School’s website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email prior to the lottery date.

B. SCHOOL ORIENTATION AND PARENT’S CONTRACT

Interested parents of prospective students are strongly encouraged to visit with the founders to learn more about the Charter School’s goals and philosophy. Once a student has been enrolled in the Charter School, a parent and /or guardian will be encouraged to sign a nonbinding parent contract, which is a voluntary agreement among families, the Charter School, and student. The provisions of the parent contract are described further below:

1. Work with staff to provide an optimal learning environment at home and school.
2. Contribute a minimum of 30 hours per school year in a volunteer capacity.
3. School tours will be available on a weekly basis.

The intent of the parent’s contract is to create a strong relationship between families of the Charter School’s students and school personnel. Parents of students enrolled in the Charter School will be encouraged to consider the benefits of strong parental support to their children’s education. Opportunities to meet the commitments of the parent’s contract will be flexible in order to provide for varying parental schedules and needs. Although the fulfillment of the

parent's contract is highly recommended, children whose parents are unable to complete the agreement will not be excluded from the Charter School program or activities, nor will school personnel penalize them in any way.

IX. INDEPENDENT FISCAL AUDITS

Governing Law: The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. — California Education Code Section 47605(b)(5)(I).

An annual independent fiscal audit of the books and records of the Charter School will be conducted, as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting principles. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools, as published in the K-12 Audit Guide issued by the State Controller's Office.

An audit committee will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and be approved by the State Controller on its published list of educational audit providers. To the extent required under applicable federal law, the audit's scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

Audits will be completed and forwarded to the District, the Sacramento County Superintendent of Schools, the State Controller, and to the CDE by December 15th of each year. The Principal, along with the audit committee, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve exceptions. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District, along with an anticipated timeline for doing so. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process referenced in this Charter. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent fiscal audit of the Charter School is public record to be provided to the public upon request.

X. SUSPENSION AND EXPULSION PROCEDURES

Governing Law: The procedures by which pupils can be suspended or expelled. — California Education Code Section 47605(b)(5)(J).

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this policy and procedures are available on request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

- (1) Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.
- l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
 - n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
 - o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
 - r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
 - s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be

considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.

- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive

educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the creation or transmission originated on or off the schoolstie, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

- (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
 - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school

days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the Charter School's disciplinary rules that relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while

testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person

conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the

Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c) Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a) Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;

- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c) Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b) The parent has requested an evaluation of the child.
- c) The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

XI. RETIREMENT BENEFITS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. — California Education Code Section 47605(b)(5)(K).

Teachers in the Charter School will participate in the State Teachers' Retirement System ("STRS"). STRS participants are exempt from Social Security participation. All staff not participating in STRS will participate in Social Security, and all non-certificated staff working 30 hours per week or more will be enrolled in PERS after 1,000 hours of employment following PERS regulations, if not already enrolled at the time of hire. The Charter School may elect to (a) file STRS and PERS reporting directly with Sacramento County Office of Education, or (b) shall ask the District to forward any required payroll deductions and related reporting data to STRS and PERS, as required by Education Code Section 47611.3. In the case of (b) above, the District may charge the Charter School its actual costs for the provision of such services. The Charter School reserves the right explore additional opportunities to offer to teachers and staff alternative retirement programs.

XII. ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. — California Education Code Section 47605(b)(5)(L).

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend schools within the District according to District policy or in another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local educational agency.

XIII. RETURN RIGHTS OF SCHOOL DISTRICT EMPLOYEES

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. – California Education Code Section 47605(b)(5)(M).

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School shall be considered the exclusive employees of the Charter School and not of any school district unless otherwise mutually agreed in writing. Accrued sick leave, but not vacation leave, earned at another school district shall be transferable to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

XIV. RESOLUTION OF DISPUTES

Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. — California Education Code Section 47605(b)(5)(N).

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the District.

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, the Charter School staff, employees, and Board members of River Charter Schools and District agree to first frame the issue in written format (“dispute statement”) and refer the issue to the District Superintendent and the Principal of the Charter School. In the event that the District Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, but recognizes that it cannot require the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or as a prerequisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Principal and Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute not later than five business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the District’s Superintendent and the Principal of the Charter School and attempt to resolve the dispute within 15 business days from receipt of the dispute statement. If this joint meeting fails to resolve the dispute, the Superintendent and the Principal shall meet to jointly identify a neutral third-party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Principal. Mediation shall be held within 60 business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. All timelines in this section may be revised upon mutual written agreement of the District and the Charter School.

XV. SCHOOL CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. — California Education Code Section 47605(b)(5)(O).

The following procedures shall apply in the event that the Charter School closes. The following procedures apply regardless of the reason for closure.

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents and students of the Charter School, the District, the Sacramento County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another California public educational entity. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix D, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

XVII. REPORTING AND ACCOUNTABILITY

A. BUDGETS AND FISCAL REPORTS

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. — California Education Code Section 47605(g).

Attached, as Appendix D, please find the following documents:

- Signed and officially submitted 2016-2017 Budget and 2017-2018 financials with 2018-2019. & 2019-2020 financials
- Budget assumptions

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the District in accordance with Education Code Section 47604.33, as follows, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education, and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited actuals report from the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

B. INSURANCE COVERAGE

The Charter School shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purposes and circumstance. The District's Board of Education shall be named as an additional insured on all policies of the Charter School.

C. ADMINISTRATIVE SERVICES

Governing Law: The manner in which administrative services of the school are to be provided. — California Education Code Section 47605(g).

The Principal will assume the lead responsibility for administering the Charter School under the policies adopted by the Charter School’s Board of Directors. The petitioners will provide internally or procure through a third-party contract most of its own administrative services, including, but not limited to, financial management, human resources, payroll, and attendance accounting.

Should the District be interested in offering certain services to the Charter School for a fee from the District, the Charter School shall consider the possibility of purchasing some of these or other services from the District. The specific terms and cost for these services will be the subject of a separate memorandum of understanding between the Charter School and the District and subject to District availability.

Pursuant to California law, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school’s audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed one (1) percent of the revenue of the Charter School. If the Charter School receives substantially rent free facilities from the District, the District may charge up to three (3) percent of the revenue of the Charter School pursuant to Education Code Section 47613(b). Pursuant to Education Code Section 47613(f), “revenue of the charter school” means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

D. FACILITIES

Governing Law: Information regarding the facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. (Education Code Section 47605(g); A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district, (Education Code Section 47605(a)(1).)

The Charter School’s address is 36230 N. School St., Clarksburg, CA 95612. At this address, the Charter School has 17 modular classroom buildings.

The Charter School receives facilities funding from the Charter School Facilities Grant Program lease reimbursement program, which is administered by the California School Finance Authority (“CSFA”). CSFA permits lease reimbursements to the Charter School through its supporting corporation, Leaders & Scholars, Inc., and the LLC, Leaders & Scholars, LLC, as described in Section IV.A, above. Accordingly, River Charter Schools set up the supporting corporation and

LLC to match the requirements of CSFA's Regulations and, in particular, the California Code of Regulations, Title 4, Section 10170.14(a)(3)(B). This regulation allows the supporting LLC to pay for all the buildings/property and then lease them to the Charter School.

In the case of the Delta Elementary Charter School buildings, which are partially owned by the school and partially owned by Leaders & Scholars, LLC, we plan to have the 14 buildings not currently owned by Leaders & Scholars, LLC sold by DECS to Leaders & Scholars, LLC for their net book value of approximately \$655K. To pay DECS for the net book value of the buildings, Leaders & Scholars, LLC will assume an approximately \$550K note payable to First Northern Bank of Dixon and establish a new 15 year 5% interest bearing note payable to DECS for the difference between the \$550K and the net book value of the buildings which should approximate \$105,000.

Leaders & Scholars, LLC then will lease all 17 of the buildings to DECS for three years for approximately 93% of the fair market value or \$9K per building per year for a total monthly payment from DECS to L&S LLC of \$12,750. Leaders & Scholars, LLC will be responsible for making all loan payments to First Northern Bank of Dixon and DECS as well as taking care of all major repairs/replacements on the buildings.

DECS will seek reimbursement from CSFA for the lease payments along with many other qualifying facilities expenses under the Charter School Facilities Grant Program (SB740).

E. TRANSPORTATION

The Charter school will provide bussing for a limited number of students residing in the Washington Unified School District boundaries. The Charter school will continue to work with RDUSD on bussing for in district students.

F. FOOD SERVICES

The Charter School will enter into a contact for food services with either the District's chosen vendor or into another contract.

XVIII. IMPACT ON THE DISTRICT

*Governing Law: Potential civil liability effects, if any, upon the school and upon the district.
— California Education Code Section 47605(g).*

The Charter School shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a nonprofit public benefit corporation shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District requested protocol to ensure that the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding which shall provide for indemnification of the District by the Charter School. Insurance amounts will be determined by recommendations of the insurance company for schools of similar size, location, and type of program. The District shall be named an additional insured on the general liability insurance of the Charter School.

The corporate bylaws of River Charter Schools shall provide for indemnification of the school's Board of Directors, officers, agents, and employees; and the Charter School will purchase general liability insurance, directors and officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

XIX. CONCLUSION

By approving this charter, River Delta Unified School District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning opportunities for all pupils who are identified as academically low achieving; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The petitioners are eager to work independently, yet cooperatively, with the District to raise the bar for what a charter school can and should be. To this end, the petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five-year term to begin July 1, 2015, Renewal of the charter shall be governed by the standards and criteria in Education Code Sections 47605 and 47607, as applicable. Consistent with the terms of approval, the term of this charter is five years, from July 1, 2015 to June 30, 2020.

BIBLIOGRAPHY

Classroom Instruction That Works: Research-Based Strategies for Increasing Student Achievement (by Robert J. Marzano, Debra J. Pickering, and Jane E. Pollock). Alexandria, Vir.: Association for Supervision and Curriculum Development, 2001.

History-Social Science Common Core State Standards: Kindergarten Through Grade Twelve. Sacramento: California Department of Education, 2000.

“The Impacts of Service-Learning on Youth, Schools, and Communities: Research on K-12 School-Based Service-Learning, 1990-1999” (developed by Shelley H. Billig). Denver: W. K. Kellogg Foundation’s “Learning In Deed” Initiative, 1999.

Physical Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve. Sacramento: California Department of Education, 2005.

Project Based Learning Handbook: A Guide to Standards-Focused Project Based Learning (by Thom Markham, John Larmer, and Jason Ravitz) Novato, Calif.: Buck Institute for Education, 2003.

“Service-Learning: A Strategy for Success in Afterschool.” Oakland, Calif.: Youth Service California, n.d.

Understanding by Design (by Grant Wiggins and Jay McTighe.) Upper Saddle River, N.J.: Prentice-Hall, Inc., 2001.

Visual and Performing Arts Content Standards for California Public Schools: Prekindergarten Through Grade Twelve. Sacramento: California Department of Education, 2001.

Appendix A

FOUNDERS AND CONSULTANTS

FOUNDERS

Richard H. Bagby is a 36 year resident of Clarksburg where he currently resides. Richard received his B.A. (1968) from Standard Teaching Credential (1969) from California State University at Fresno. Subsequently he taught at Delta High School in the areas of Industrial Arts, R.O.P., and Music. Richard earned his Preliminary Administrative Services Credential and Professional Administrative Services Credential at California State University and served as Vice Principal at Delta High School from 1988 until his retirement in 2004. Richard is active in community activities including The Clarksburg Volunteer Fire Department, The Clarksburg Community Church, and the Delta High School FFA Advisory Board.

Gilberto Lopez Jr. received his Bachelor and Masters degree from California State University, Fresno; Teaching Credential from University of California, Davis; and Juris Doctor from Lincoln Law School, Sacramento. He was raised in Clarksburg and went through the educational system of Clarksburg Elementary School and Delta High School. Gilberto became an agricultural teacher at Delta High School in 1995. During his tenure, the agricultural teacher staff went from 1 1/2 to 3 1/2; the agriculture department increased 62% (85 students to 192); and he supervised 9 State and 5 American FFA Degree recipients. Gilberto held the position of department chair and FFA Advisor. As a teacher, he stimulated goal setting, career awareness, and maintained a rigorous curriculum. He ended his teaching career in 1999 to study law.

Gilberto is a first generation Mexican-American. His parents instilled strong educational values in the family. He has six siblings with the following educational accomplishments: three Bachelor Degrees from UC Berkeley; one Bachelor Degree from CSU, Sacramento; one Bachelor Degree from CSU, Chico; one Masters Degree from UC Berkeley, one Juris Doctor from UCLA; one Masters Degree from National University; and one Masters Degree from Lesley University.

Gilberto is married to a 4th grade school teacher. His wife worked for the River Delta Unified School District for 5 years as a 4th through 8th grade teacher at Walnut Grove Elementary School. She is currently teaching in the Elk Grove Unified School District at a Title 1 school.

Theodore R. (Ted) Smith has been a 32-year resident of Clarksburg, where he and his wife have restored and live in the town's second-oldest house. He has served the community in various leadership positions, including a four-year stint as president of the local planning committee, two terms as chair of the Community Church's governing body, and the local representative to various councils. He earned his B.A. and M.A. at Sacramento State College and holds General Elementary, General Secondary, and General Administrative life credentials. He began his professional career in 1956 as an eighth grade teacher in the old Pacific School District in Sacramento, then he spent five years as an English and journalism teacher at Elk Grove High School. While he was there, he was elected president of the Capitol Council of Teachers of English, president of the Central Valley Scholastic Journalism Association, and vice-president of

the California Association of Teachers of English. In 1962 he accepted a position in the California State Department of Education, and spent 30 years in that Department as an editor, consultant, and education administrator. For 20 of the 30 years, he was the Department's Editor-in-Chief and Copyright Program Officer; and he directed a staff of 40 people, managed budgets of several millions of dollars annually, and oversaw the editing, publishing, distributing, and selling of all Departmental publications. Since his retirement in 1992, Mr. Smith has been engaged as a contract editor of educational documents.

Alicia Fernandez is a Deputy Inspector General with the Office of the Inspector General. Prior to this employment, Ms. Fernandez was an Education Fiscal Services Consultant with the California Department of Education. In that capacity, she approved school districts' financial reports (budget, interim reports, unaudited actuals) for school districts that had been taken over by the state due to fiscal insolvency. This also included reviewing the financial reports for any charter schools sponsored by the school districts. She worked directly with the school district administration to resolve audit report findings and assist with the resolution of state and federal program issues. Her prior experience includes investment management, project management, personnel, procurement and contracts, budgeting, and auditing.

Ms. Fernandez was raised in the Clarksburg area, receiving her K-12 education in Clarksburg via the Clarksburg Elementary School and Delta High School. Ms. Fernandez received her Bachelor and Masters degrees from the California State University, Sacramento, in the area of Business Administration. She is actively involved in the Clarksburg community and schools having been on the Clarksburg Elementary School Site Council and ELAC (English Learner Advisory Committee) the last three years. This is her fifth year as a volunteer at the Clarksburg Elementary School helping out in her son's class as well as volunteering in the remedial reading program. She teaches catechism at St. Joseph's Church in Clarksburg and has just finished her third year as the Delta High School Varsity Volleyball Coach. Ms. Fernandez continues to be involved with both schools to ensure a positive and fulfilling educational experience for all children in the area.

Ms. Fernandez is a first generation Mexican-American. She is the seventh of eight children born to Mexican immigrants who continually stressed the importance of advanced education. All her siblings attended college, having successfully obtained seven bachelor and one masters degrees. Ms. Fernandez has a passion for children's education feeling it her duty to ensure all children receive the best education possible and are adequately equipped with the needed skills and tools to realize his/her potential in this world.

Donald Fenocchio has lived in Clarksburg for 50 years. He moved to Clarksburg after accepting a teaching position at Clarksburg Elementary School in 1955. His family lived in southern West Sacramento and, as a result, he and his siblings attended Clarksburg High School. Donald graduated from Clarksburg High School in 1950. He attended Sacramento Junior College and received his AA Degree in 1952. He began his upper-division work at Sacramento State during the summer of 1955. He earned a Provisional Teaching Credential in the fall of 1955 and began teaching 4th grade. During the next 10 or so years, Donald earned his Bachelor and Master of Art Degrees from Sacramento State. Also during that time, he worked at

Clarksburg Elementary School as a teacher of grades 4 through 8. He also coached baseball, football and swimming at Clarksburg High School. Donald became Principal at Clarksburg Elementary School shortly after the District unified. He served there until he was transferred to Bates Elementary School to establish a middle school there. Besides working for the School District, Donald was engaged with many community activities: Firefighter, Assistant Fire Chief, Fire Board Commissioner, Summer Swim Programs, Little League, Scout advisor and Community Advisory Committee, among others. Donald retired from River Delta Unified School District after serving for 36 years. He is still active in community activities.

Dominic F. DiMare is the Vice-President of Government Affairs for the California Chamber of Commerce, a membership organization representing nearly 16,000 businesses in California. His principle responsibilities involve managing the Chamber's Public Policy unit and serving as the lead lobbyist. Mr. DiMare has been with the Chamber since March of 2000.

Mr. DiMare has 15 years of government and lobbying experience having served as a Policy Committee Consultant in the State Assembly, as a Legislative Director and as a lobbyist representing business interests in California. Prior to his work in government and government affairs Mr. DiMare worked for FTK, Holland, a fruit and vegetable import company located outside of Rotterdam, Holland. He worked in the harbor checking incoming shipments of fruits and vegetables from around the world. He also worked in various capacities for the DiMare Company his family's national agricultural corporation.

Mr. DiMare is a native of Concord, Massachusetts. He grew up living his winters in Concord, MA and his summers in Newman, CA, on the West Side of the San Joaquin Valley. Mr. DiMare is a graduate of the American University in Washington D.C. with a BA in History and Public Communications. He earned a J.D from the McGeorge School of Law of the University of the Pacific.

Jim Lockhart and his family have lived in Yolo County since 1986. Jim graduated in 1986 from the University of California Berkeley and is a strong advocate for quality public education. Jim and his wife Barbara have been active and strong supporters of the Clarksburg Elementary School for the past 8 years. Jim has actively volunteered at CES since his son, now in 7th Grade at Bates Elementary, started Kindergarten at CES; Jim's daughter Mara is currently a 4th grade student at CES. Jim has served on the School Site Council for several years and has been President of the CES School Site Council for all but one year, when he was vice Chair. Jim has coached children in martial arts, baseball and soccer. Jim believes that all school children deserve the best quality education we can offer, so that all children can enjoy meaningful and fulfilling lives.

Jim has 15 years of Sales and Marketing in High Technology sales with sales leadership experience in field level team management for both direct and indirect sales channels. Jim also wrote an organizational history of the CA State Department of Justices Bureau of Narcotic Enforcement.

Rosalia Fernandez-Merwin grew up in the Delta. She attended Bates Elementary school, Clarksburg Elementary School and graduated from Delta High School. She attended CSU Sacramento for two years until she transferred to Cal Poly San Luis Obispo where she graduated with a Bachelor of Science in Architecture in 1982.

Rosalia has been a self-employed architect since 1990 and operates a small architectural office. She has been active in various community organizations including Delta Young Women's Club, Friend's of the Clarksburg Library, Clarksburg Elementary School Site Council, Clarksburg General Plan Committee and St. Joseph's Church CCD program.

Rosalia's husband, John Merwin, is a third generation Clarksburg farmer. Their children include a first grader at Clarksburg Elementary school, a sophomore at Delta, and a freshman in college. Rosalia is motivated by strong family values and a desire for a flexible educational system that would address the individual and cultural needs of children within their existing schools.

Donald G. Clark, P.E., and his family live in Clarksburg and are long-time Yolo County residents. Don and his wife, Karen, have four children, three of whom attend Clarksburg Elementary, where Karen is very active as a parent volunteer. Don grew up in West Sacramento, attending public grammar and high schools there, and he graduated in 1983 from Stanford University with a Bachelor of Science degree in Civil Engineering.

Don is the co-owner and president of business development of a large West Sacramento based construction firm that employs over 300 people, including over 50 registered engineers, and does business throughout the West Coast. He is experienced in all aspects of running a large business concern, having held executive level responsibilities since 1984. Don currently serves on the board of directors (and is a past president) of the Construction Employers Association, and he is active in numerous other construction industry associations. Don's firm is a member company of SACTO, and he is an active member of the West Sacramento Rotary Club as well as the Clarksburg Community Church.

Elizabeth Yelland was born and raised in Clarksburg, where she currently resides with her two children. Elizabeth attended Clarksburg schools. Upon graduation from Delta High, she received her B.A. from the University of California, Berkeley, and her J.D. (law degree) from the University of San Francisco. Elizabeth worked as an attorney in private practice from 1992-2004. She is now Senior Staff Counsel employed by the State of California. Elizabeth is active in community activities, including being a parent-volunteer at the Clarksburg Elementary School, Treasurer of the Clarksburg Community Church, and acting as community advocate before various local agencies.

Elizabeth's parents instilled strong educational values in the family. She has two siblings; one of whom graduated in architecture from UC Berkeley and Harvard; the other in electrical engineering from CSU Chico. Her mother was a teacher at Clarksburg Elementary and Delta High School for 25 years. Her father was elected as a member of the River Delta School Board for two terms.

Andrew S. Wallace has been a resident of Clarksburg for most of his life where he and his wife raised their 2 sons, both of whom attended school in Clarksburg. Mr. Wallace attended Clarksburg Elementary and Delta High School and received his Bachelors Degree in Business and Health Care Management from Chico State University in 1987

Mr. Wallace is co-owner of the geotechnical engineering firm Wallace-Kuhl & Associates where he is currently the Chief Financial and Chief Operating Officer. Wallace-Kuhl has been honored 10 times as one of the Sacramento Business Journal's 100 Fastest Growing Companies. Wallace-Kuhl was also honored by the Sacramento Human Resources Association as one of the Best Places To Work In the Sacramento region and by Civil Engineering News as one of the Top 50 Civil Engineering Firms in the Country.

Mr. Wallace's professional and civic affiliations include serving on the Board of Directors of Presidio Insurance Company LTD, the West Sacramento Chamber of Commerce, the Rotary Club of West Sacramento and the West Sacramento Rotary Foundation. He served as President of the West Sacramento Chamber of Commerce and of the Rotary Club of West Sacramento. He is a School Board Member and Co-Founder of the Delta Elementary Charter School, and the Chief Financial Officer for the Friends of Clarksburg Schools Inc. Foundation. In 2010, Mr. Wallace was named the West Sacramento Business Person of the Year by the Chamber of Commerce.

Jerry and Michelle Spain have resided in Clarksburg for 10 years. Jerry has been employed in the construction industry for 30 years. He is currently employed with Corinthian Homes as Project Manager of Land Development. Michelle is a self-employed subcontractor for Sacramento Superior Court Electronic Recording Unit. She is the Vice-President of Clarksburg Elementary School Parent-Teacher Club, member of Clarksburg Elementary School Safety Council and Volunteer Coordinator for Clarksburg Elementary School. They are active participants in the community of Clarksburg and the proud parents of Matthew Spain, age 9, third-grade student at Clarksburg Elementary School.

Barbara Beckwith, her husband and youngest of four children are three-year residents of Clarksburg. Barbara is a Project Administrator with Royal Electric. Barbara is an active member of the board for Friends of the Clarksburg Library and an active member of Friends of Clarksburg Schools. Barbara has an extensive background in parent participation in both academic and athletic programs with her four children and two grandchildren. Barbara has done volunteer work in various schools in the Elk Grove Unified School District, San Juan Unified

School District and River Delta Unified School District and has participated extensively in cooperative preschool programs. Barbara is an active Clarksburg community member, volunteering her time and efforts with the Clarksburg Volunteer Fire Department of which her husband is a volunteer firefighter. Barbara has a 5-year-old granddaughter who attends Clarksburg Elementary School and an 11-year-old grandson who is completing his elementary school education at a charter school in the Sacramento Unified School District, where he has excelled both academically and socially.

David Merwin is a life long resident of Clarksburg, growing up on a local family farm. After graduating from Clarksburg Elementary School and Delta High School, David continued his education at the University of California at Davis. David graduated from UCD in 1986 with a Bachelors of Science in Agricultural and Managerial Economics. After a year in the television industry, David returned to his family's farm in Clarksburg and joined his father, uncle, brother and cousin in a family farming operation that was started by his grandfather in 1922. David continued to farm with his family until 2001 when he made a career change and joined Thomas Weisel Partners Merchant Bank in the Asset Management team. Then in 2003 David joined the Alternative Investment Management program at the California Public Employees Retirement System (CalPERS), where he works today as an Investment Officer.

David has two children that have both attended Clarksburg Elementary School since kindergarten. His children are currently in the 3rd and 6th grades at Clarksburg. David has been active in the Clarksburg community. He has served on the Clarksburg Volunteer Fire Department for 12 years and been involved with the Cub Scout Pack 83, Boy Scout Troop 83, the Clarksburg General Plan Advisory Committee and the Clarksburg Community Church. David has also been the "voice" of Delta Saints football for the past 18 years.

Rev. John Allerson has a BA in Psychology with an emphasis in economics, and history from Saint Olaf College. Rev. Allerson began work as a staff therapist with Home-A-Way, Inc., in the inner-city of Minneapolis.

In the fall of 1980, Rev. Allerson began a four year course of study becoming an Ordained Lutheran Pastor of the American Lutheran Church, headquartered in Minneapolis. At Luther-Northwestern Theological Seminary, Rev. Allerson earned his Master of Divinity Degree. Rev. Allerson served three congregations: in Sacramento, Rancho Cordova, and Elk Grove areas, serving the larger community as the Associate Dean of the Sacramento Conference for 5 years, two campus ministry counsels (UC Davis and Sac. State), was on the Board of Lutheran Social Services, and worked with the Office of Governmental Affairs with his denomination.

Leaving Congregational Ministry in 1992, Rev. Allerson served as a Hospital Chaplain for Sutter Health for three years. There he served with distinction, receiving commendations from then Governor Pete Wilson, and receiving Advanced Standing for work with HIV patients and families from the American College of Chaplains.

In 1998 Rev. Allerson returned to college and in 1998 he received his preliminary multiple subject teaching credential, with a C.L.A.D. emphasis. His Clear Credential was earned in 2005.

Rev. Allerson taught Kindergarten, First Grade, and Second Grade at Bates Elementary School from 1998 to 2005. He has taught Fourth Grade at Clarksburg Elementary School since 2005.

Rev. Allerson has been married to his wife Cynthia for 16 years. Cynthia is a career Registered Nurse for Sutter Health. They have two sons, currently enrolled at Bate's Elementary. Always enthralled with language, Rev. Allerson has engaged in formal studies of French, Spanish, Norwegian, Greek, and Hebrew.

Shannon L. Breckenridge is a 27 year resident of Clarksburg. She is a single mother of a nine year old, a member of Clarksburg Elementary Parent Teacher Club for four years, including one year as vice president and two years as president. Member of Clarksburg Soccer Club, with one year as assistant manager and two years as league registrar. Shannon attended Clarksburg Elementary School, Bates Elementary, and graduated from Delta High School in 1991. She has also attended accounting classes at Los Rios Community College. She is currently working as a Payroll and Benefits Administrator for a farm equipment supplier in West Sacramento.

Craig and Nancy Kirchhoff, Rural Clarksburg residents in 1987/88 and since 1997; Two sons, graduates of Delta High School with honors, currently in California colleges; One daughter, currently enrolled in Clarksburg Elementary grade 1. Craig is a lifelong farmer, currently growing wine grapes; is active in his church and as an Agricultural advisor on the Delta High School FFA Advisory Committee. Nancy has run a home-based portrait photography business for 25 years and maintains a position on the Board of the Professional Photographers of Sacramento Valley; She is active in the community and as a volunteer/booster for the schools. Both are strong believers in the potential for quality education within a safe and nurturing rural environment, and share an ultimate goal of making that education a reality for all the Northern Delta communities.

Deborah Elliot is from a 5th generation farming family near Courtland. She attended Bates Elementary and graduated from Delta High in 1973. She graduated from University of California at Berkeley in 1977 and received her B.A in Communications and Public Policy. She has been employed by Lyon Realty in Sacramento since 1979 as a Realtor and is a Senior Executive Associate at Lyon, a member of the Lyon Board of Govenors, and a lifetime member of the Sacramento Masters Club. She specializes in waterfront properties and ranch properties. She moved back to the Delta area in 1988 and currently owns a ranch in Clarksburg. Her son who is 7 has attended Clarksburg Elementary since Kindergarten. She has volunteered her time at the Clarksburg Elementary School, been active on the Clarksburg Community Advisory Board, and is a past board member of the Clarksburg Library Board.

Mark Pruner is a graduate of the University of the Pacific (1977, B.A. Economics; 1982, J.D.). Continuously since 1982 he has been an attorney with a legal practice emphasizing real property and business. Mark is the sole proprietor of his own law firm and has clients ranging from individual property owners to large national businesses. Mark is married to Vicki and together they have six children and three grandchildren. Family, church, and community have always been central for Mark. His involvement in church has included various local and regional leadership positions. His community involvement currently and for several years has included work on area land use planning. Through a Yolo County appointment Mark worked for several years on the development of the Clarksburg General Plan Amendment which was subsequently adopted by the Board of Supervisors. He is currently a member of the River Delta Unified School District Bond Oversight Committee (SFID #2). As a volunteer, Mark also participates in and/or leads several other local and regional groups.

Vicki Pruner has been a part of the Clarksburg community for over 25 years. Her two children attended local schools until their graduation from Delta High School. Her children are 4th generation Clarksburg residents and her grandchild, also a resident of Clarksburg, is the family's first 5th generation resident. Vicki currently works for the U.S. Department of the Interior's Office of Inspector General where she leads teams in the conduct of audits and performance reviews throughout the country. She holds a Bachelor of Arts degree in Management and a Master of Arts degree in Leadership. Once serving as president of the Delta Young Women's Club and as the club's pear pie coordinator at the local Pear Fair and on the high school scholarship committee, Vicki has demonstrated her commitment and support to local community activities. She is currently the chairperson of her church's leadership council. Vicki's vision for the local elementary school-aged children is one of strong community support and involvement. She believes a charter school will provide an accountable environment where both the children and their families hold the key to successful learning. Vicki lives in Clarksburg with her husband, Mark Pruner.

CONSULTANTS

Spector, Middleton, Young & Minney, LLP (“SMYM”) has been providing expert, effective and responsive legal advice to California's charter school community since the inception of the Charter Schools Act in 1992. SMYM focuses its representation on charter schools in all areas of law that are most significant to the successful development and operation of a charter school: Labor and employment matters, student discipline, constitutional claims, facilities, finance, and nonprofit corporate issues to name a few. SMYM has assisted hundreds of charter schools in the successful development and operation of charter schools throughout the state. Partner, Lisa Corr, is working with the Petitioners to ensure the successful development of the School. Lisa has represented charter schools for over eight years. Her primary focus has been on special education and the developmental phase of charter schools, including the charter petition process and negotiation of legal and fiscal agreements between a charter school and authorizers. Lisa also was the lead petitioner and on the Founding Board of Directors for Westlake Charter School, where her children attend school.

Insight Education Group has been retained for advice on school curriculum and outcome measurement and alignment. Insight Education Group, Inc. establishes sustained relationships with clients to inspire high-quality classroom instruction through the use of the *Strategic Design for Student Achievement* framework. Michael Moody is the founder and principal of Insight Education Group, Inc. Michael S. Moody earned a Masters degree in education with an emphasis in teaching and curriculum from the Harvard Graduate School of Education and a Doctorate in Educational Leadership from the University of Southern California.

2864552

Appendix B-1

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

APR 11 2006

**ARTICLES OF INCORPORATION
OF
FRIENDS OF CLARKSBURG SCHOOLS**

I.

The name of the corporation is **FRIENDS OF CLARKSBURG SCHOOLS**

II.

- A. This corporation is a nonprofit **PUBLIC BENEFIT CORPORATION** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and educational purposes.
- B. The specific purpose of this corporation is to manage, operate, guide, direct and promote charter schools serving the students of Clarksburg, California and neighboring communities, and other educational activities as the Board of Directors may define.

III.

The name and address of the corporation's initial agent for service of process is:

Nitasha K. Sawhney, Esq.
Burke, Williams and Sorensen, LLP
444 S. Flower Street, Suite 2400
Los Angeles, California 90071

IV.

- A. This corporation is organized and operated exclusively for public and charitable purposes within the meaning of Internal Revenue Code Section 501(c)(3).
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- C. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any further United States Internal Revenue Law) or (b) by a corporation contributions to which are

deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

V.

The property of this corporation is irrevocably dedicated to public, charitable and educational purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private individual. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public, charitable and educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

Dated: April 20, 2006


Elizabeth Yelland, Incorporator

**Bylaws of
River Charter Schools**

A California Nonprofit Public Benefit Corporation

**Article I
Name**

Section 1. Name. The name of this Corporation is River Charter Schools.

**Article II
Offices of the Corporation**

Section 1. Principal Office of the Corporation. The principal office for the transaction of the activities and affairs of this Corporation is 36230 North School Street, Clarksburg, California 95612. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary in these bylaws opposite this section; alternatively, the section may be amended to state the new location.

Section 2. Other Offices of the Corporation. The Board of Directors may at any time establish a branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

**Article III
Purposes of the Corporation**

Section 1. General and Specific Purposes. The purposes of this Corporation are to manage, operate, guide, direct, and promote California public charter schools serving the students of Clarksburg, California, and neighboring communities, and such other educational activities as the Board of Directors may define. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, nor intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

**Article IV
Construction and Definitions**

Section 1. Construction and Definitions. Unless otherwise indicated, the general provisions, rules of sentence construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter; the singular includes the plural; and the plural includes the singular; and the term *person* includes both a legal entity and a natural person.

**Article V
Dedication of Assets**

Section 1. Dedication of Assets. This Corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code Section 501(c)(3).

**Article VI
Corporation Without Members**

Section 1. Corporation Without Members. The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

**Article VII
Board of Directors**

Section 1. General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation’s activities and affairs shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors (“Board”). The Board may delegate the management of the Corporation’s activities to any person(s), management company, or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. Specific Powers. Without prejudice to the general powers set forth in Article VII, Section 1, of these bylaws, but subject to the same limitations, the Board shall have the power to:

- a. Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. Designated Directors and Terms. The Board of Directors will be composed of at least five (5), but no more than fifteen (15) voting members, which will include up to nine (9) community/founder representatives, up to seven (7) of whom will be community/founder representatives of Delta Elementary Charter School, and up to two (2) of whom will be community/founder representatives of Lighthouse Charter School; and, up to four (4) parents/former parents/guardians/former guardians of a River Charter Schools student/former student. In addition, in accordance with California Education Code Section 47604(b), the authority that grants the charter to a charter school to be operated by a nonprofit public benefit corporation shall be entitled to a single representative on the Board of Directors of the nonprofit public benefit Corporation, River Charter Schools.

Each director shall hold office unless otherwise removed from office in accordance with these bylaws for two (2) years and until a successor director has been designated and qualified.

Section 4. Restriction on Interested Persons as Directors. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous twelve months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any mother, father, brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. Directors' Selection. Board members will be appointed to the Board by the Board, as outlined below and as consistent with the charter.

Parent representatives will be selected through a nomination process. The Board will appoint an ad hoc nomination committee to designate qualified candidates for election to the

Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee. A parent representative cannot also be an employee of the Charter School.

Community/founder representatives will be appointed by the Board. The Charter School shall seek members from the broader community-at-large with expertise in areas critical to school success, including, but not limited to, education, school finance, fundraising, facilities, government, business, and legal. A preference shall be given to community members with experience as Founders of the Charter School. A community/founder representative cannot also be an employee of the Charter School. In the case of a vacancy in a community/founder representative seat, the Board will fill the vacancy by majority vote.

Section 6. Vacancies on the Board. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) an increase in the authorized number of directors.

Section 7. Resignation of Directors. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 8. Removal of Directors. Any director can be removed, with cause, by a 66.6 percent vote of the Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the California Government Code). Cause for removal of a director includes but is not limited to conviction of a felony, declaration of unsound mind by a court order, a breach of duty as specified under California Nonprofit Benefit Corporation Law, Chapter 2, Article 3 or a failure to perform board directors' duties.

Any reduction of the authorized number of directors shall not result in any director being removed before his or her term of office expires.

Section 9. Location of Board Meetings. Meetings of the Board of Directors shall be held at the principal office of Corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of Board or in the notice of the meeting. All meetings of the Board shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., or as said chapter may be modified by subsequent legislation.

Section 10. Meetings. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the California Government Code). All meetings will be held at the principal office of the Corporation unless specified otherwise.

The Board of Directors shall meet annually at the first regular meeting in July for the purpose of organization, installation of new directors, appointment of officers, and the transaction of such other business as may properly be brought before the Board. The meeting shall be held at a time and date as may be specified and noticed by resolution of the Board.

Regular meetings of the Board of Directors, including annual meetings, shall be held at such times as may from time to time be fixed by the Board. At least 72 hours before a regular meeting, the Board or its designee shall post an agenda at all of its charter schools' locations and on each school web site. The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board, if there is such an officer, the President, the Secretary, or any two directors. The party calling a special meeting shall determine the date and time thereof.

In accordance with the Brown Act, special meetings of the Board may be held only after 24-hours notice has been given to each director and to the public through the posting of an agenda. Additionally, pursuant to the Corporations Code, the Board shall adhere to the following requirements for announcing special meetings to members of the Board:

- a. Any such notice shall be addressed or delivered to each director at the director's physical address or e-mail address, as it is shown on the records of the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the principal office of the Corporation and at all of its charter schools' locations and on each school web site.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice including e-mail shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated in person or by telephone or wireless, to the recipient or to a person at the office or the recipient

whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 12. Teleconference Meetings. Members of the Board of Directors may participate in teleconference meetings as long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the school district(s) of the charter school(s) operated by River Charter Schools.
- b. All votes taken during a teleconference meeting shall be by roll call.
- c. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations, with each teleconference location being identified in the notice and agenda of the meeting.
- d. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda. This means that members of the Board who choose to use their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at those locations.
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location.
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their names when entering the conference call. (Note: The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.)

Section 13. Quorum. A majority of the voting directors then in office shall constitute a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned.

All acts or decisions of the Board of Directors will be by the majority vote of all the membership constituting the Board unless otherwise required by law.

Section 14. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 15. Compensation and Reimbursement. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of

expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 16. Committees. The Board of Directors or its Chairman or President, by action of a majority of the directors then in office, may create one or more committees, each consisting of two or more voting directors, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of directors. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board's action, except that no committee can take any of the following actions:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members.
- b. Fill vacancies on the Board of Directors or any committee of the Board.
- c. Fix compensation of the directors for serving on the Board or on any of its committees.
- d. Amend or repeal bylaws or adopt new bylaws.
- e. Amend or repeal any resolution or policy of the Board that, by its express terms, is not so amendable or subject to repeal.
- f. Create any other committees of the Board or appoint the members of committees of the Board.
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected.
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution, or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records, unless not required by the Board for certain committees. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

Section 17. Nonliability of Directors. No director shall be personally liable for the debts, liabilities, or other obligations of this Corporation.

Section 18. Compliance with Laws Governing Student Records. River Charter Schools and the California public charter school(s) it operates shall comply with all applicable provisions of the Family Education Rights Privacy Act (FERPA), as set forth in Title 20 of the United

States Code Section 1232g, and attendant regulations, as they may be amended from time to time.

Article VIII Officers of the Corporation

Section 1. Offices Held. The officers of this Corporation shall be a President, a Secretary, and Chief Financial Officer. The Corporation, at the Board of Directors' direction, may also have a Chairman of the Board, one or more vice-presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 3, of these bylaws. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties, as set forth in any applicable contract for employment or job specification.

Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer can serve concurrently as either the President or the Chairman of the Board.

Section 2. Election of Officers. The officers of this Corporation shall be chosen annually by the Board of Directors during its organizational meeting at the beginning of each school year, and they shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 3. Appointment of Other Officers. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period specified, and perform the duties outlined in the bylaws or established by the Board.

Section 4. Removal of Officers. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove, by a majority vote of the directors then in office, any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

Section 5. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. Chairman of the Board. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board's meetings and shall exercise and perform such other powers and duties as the Board may assign. If there is no President, the Chairman of the Board shall also be the chief executive officer and shall have the powers and duties of the President of the Corporation, as set forth in these bylaws. If a Chairman of the Board is elected, there shall also be a Vice-Chairman of the Board. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board may assign.

Section 8. President. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if a Chairman exists, and subject to the control of the Board, and subject to the President's contract of employment or other agreement, the President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers, as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all members' meetings and, in the absence of a Chairman of the Board, or if none, at all Board of Directors' meetings. The President shall have such other powers and duties as the Board or the bylaws may require.

Section 9. Vice-Presidents. If the President is absent or disabled, the vice-presidents, if any, in the order of their rank, as fixed by the Board, or, if not ranked, a vice-president designated by the Board, shall perform all duties of the President. When so acting, a vice-president shall have all powers of and be subject to all restrictions on the President. The vice-presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may authorize.

Section 10. Secretary. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at the Board's and committees' meetings.

The Secretary shall keep or cause to be kept, at the principal California office of the Corporation, a copy of the articles of incorporation and the bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members of the Board and of committees of the Board that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports, as are required to be given by law, by these bylaws, or by the Board. The books of accounts shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (b) disburse the Corporation's funds, as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Corporation of all of the books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

Article IX

Contracts

Section 1. Contracts with Directors. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

- a. Any director with a material financial interest in the proposed contract or transaction fully discloses his or her financial interest in such contract or transaction in good faith, and said disclosure is noted in the minutes of the Board of Directors' meeting.
- b. Any director with a material financial interest in the proposed contract or transaction recuses himself or herself from any participation whatsoever in the proposed contract or transaction; i.e., the interested director who recuses himself or herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken.
- c. Such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The Corporation for its own benefit enters into the transaction, which is fair and reasonable to the Corporation at the time the transaction was entered into.

This section does not apply to a transaction that is part of an educational or charitable program of this Corporation if it (a) is approved or authorized by the Corporation in good faith and without unjustified favoritism; and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

Section 2. Contracts with Nondirector-Designated Employees. The Corporation shall not enter into a contract or transaction in which a nondirector-designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the River Charter Schools’ “Conflict of Interest Code” have been fulfilled.

**Article X
Loans**

Section 1. Loans to Directors and Officers. The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; however, the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

**Article XI
Indemnification**

Section 1. Indemnification by Corporation. To the fullest extent permitted by law, this Corporation shall indemnify its directors, officers, employees, and other persons described in California Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, finds, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under California Corporations Code Section 5238(b) or Section 5238(c), the Board shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

**Article XII
Insurance**

Section 1. Insurance Coverage. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer’s, director’s, employee’s, or agent’s status, as such.

**Article XIII
Corporate Records**

Section 1. Maintenance of Records. The Corporation shall keep all of the following:

- a. Adequate and correct books and records of account
- b. Written minutes of the proceedings of its members, Board, and committees of the Board
- c. Such reports and records, as required by law

Section 2. Directors' Right to Inspect Records. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal laws. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents, as permitted by California and federal laws. This right to inspect may be circumscribed in instances when the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under the Family Education Rights Privacy Act [FERPA]) pertaining to access to books, records, and documents.

Section 3. Accounting Records and Minutes. On written demand of the Corporation, any member may inspect, copy, and make extracts of the accounting books and records and minutes of the proceedings of the members, the Board of Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by a member's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 4. Articles of Incorporation and Bylaws. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and the bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours. If the Corporation has no business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the articles of incorporation and bylaws, as amended to the current date.

**Article XIV
Reports**

Section 1. Annual Reports. The Board of Directors shall cause an annual report to be sent to the Board of Directors within 120 days after the end of the Corporation's fiscal year, beginning with the 2007-2008 fiscal year. That report shall contain all of the following information in appropriate detail:

- a. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year
- b. The principal changes in assets and liabilities, including trust funds

- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes
- d. The Corporation's expenses or disbursements for both general and restricted purposes
- e. Any information required under these bylaws
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records

Section 2. Statement of Transactions and indemnifications. As part of the annual report to all members, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each member and furnish to each director a statement of any transaction or indemnification of the following:

- a. Any transaction (1) in which the Corporation, or its parent or subsidiary, was party; (2) in which an *interested person* had a direct or indirect material financial interest; and (3) which involved more than \$50,000 or was one of several transactions with the same *interested person* involving, in the aggregate, more than \$50,000. For this purpose, an *interested person* is either of the following:
 - (a) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest)
 - (b) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary (The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, and the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.)

Article XV Amendments of Bylaws

Section 1. Requirements for Amending Bylaws. The Board of Directors may adopt, amend, or repeal any of these bylaws by more than a two-thirds vote of all membership constituting the Board of directors, unless otherwise required by law, at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charter(s) that created the California public charter school(s) operated by River Charter Schools or make any provisions of these bylaws inconsistent with that/those charter(s), the Corporation's articles of incorporation, or any laws.

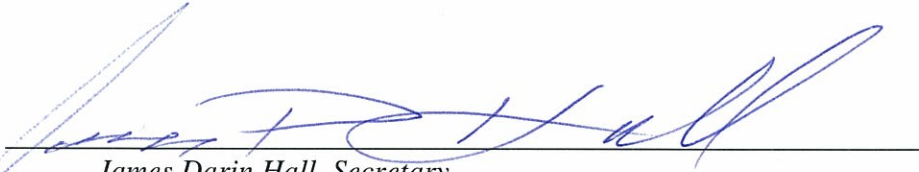
Article XVI Fiscal Year

Section 1. Corporation's Fiscal Year. The fiscal year of the Corporation for the River Charter Schools shall begin on July 1 of each year and end on June 30 of the following year.

Certificate of Secretary

I hereby certify that I am the duly elected and acting Secretary of River Charter Schools, a California nonprofit public benefit corporation; that these bylaws are the bylaws of this Corporation, as adopted by the Board of Directors on January 23, 2017; and that these bylaws have not been amended or modified since that date.

Executed on January 23, 2017 at West Sacramento, California



James Darin Hall, Secretary



RIVER CHARTER SCHOOLS
CONFLICT OF INTEREST POLICY

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., River Charter Schools (“RCS”) hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members, candidates for member of the governing board, and all other designated employees of RCS and any and all of the California public charter schools it operates, as specifically required by California Government Code Section 87300.

II. DESIGNATED EMPLOYEES

Employees of RCS and the California public charter schools it operates, including governing board members and candidates, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be designated employees. The designated positions are listed in “Exhibit A” attached to this policy and incorporated by reference herein.

III. STATEMENT OF ECONOMIC INTERESTS: TIME OF FILING

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed below, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.” An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participate in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Initial Statements.

A. All designated employees employed by RCS and the California public charter schools it operates, on the effective date of this Code, as originally adopted, promulgated and approved by the Board of Directors of RCS, shall file statements within 30 days after the effective date of this Code. Thereafter, each person in a position that becomes by an amendment to this Code a “designated employee” shall file an Initial Statement within 30 days after the effective date of the amendment.

B. Governing Board Candidates.

Candidates for election to the governing board shall file statements within 5 days after the final date for filing nomination petitions.

C. Assuming Office Statements.

All persons assuming designated positions after the effective date of this Code shall file statements within 30 days after assuming designated positions.

1. Annual Statements. All designated employees shall file statements no later than April 1.

2. Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

3. Statements for Persons Who Resign 30 Days After Appointment. Persons who resign within 30 days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an Assuming or Leaving Office Statement.

4. Statements Filed With the Charter School(s). All Statements shall be supplied by RCS or the individual California public charter schools it operates. All Statements shall be filed with RCS or the individual California public charter schools it operates. The filing officer of RCS or the individual California public charter schools it operates, shall make and retain a copy and forward the original to the County Board of Supervisors.

IV. STATEMENTS OF ECONOMIC INTERESTS: CONTENTS OF AND TIME PERIOD COVERED BY THE STATEMENTS

Contents of Initial Statements.

A. Initial Statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the Code and income received during the 12 months prior to the effective date of the Code.

B. Contents of Assuming Office Statements.

Assuming Office Statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office and income received during the 12 months prior to the date of assuming office.

C. Contents of Annual Statements.

Annual Statements shall disclose any reportable investments, interest in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first Annual Statement shall begin on the effective date of the Code or date of assuming office, whichever is later. The statement shall include any reportable investment or interest in real property, partially or wholly acquired or disposed of during the period covered by the statement, with the date of acquisition or disposal.

D. Contents of Leaving Office Statements.

Leaving Office Statements shall disclose reportable investments, interest in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office. The statement shall include any reportable investment or interest in real property, partially or wholly acquired or disposed of during the period covered by the statement, with the date of acquisition or disposal.

V. STATEMENTS OF ECONOMIC INTERESTS: MANNER OF REPORTING

A. Investment and Real Property Disclosure

When an investment or interest in real property is required to be disclosed, the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property; and
4. A statement whether the fair market value of the investment or interest in real property exceeds one thousand dollars (\$1,000), exceeds ten thousand dollars (\$10,000), or exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer. Reportable investments or interest in real property do include those in excess of one thousand dollars (\$1,000) held by the filer's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the filer, spouse and dependent children together own a direct, indirect or beneficial interest of 10% or more.

B. Personal Income Disclosure

Personal income is required to be reported under this Code, the statement shall contain the following:

1. The name and address of each source of income aggregating \$250 or more in value or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), or greater than ten thousand dollars (\$10,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift and the date on which the gift was received; and
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan.

C. Business Entity Income Disclosure

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

1. The name, address, and a general description of the business activity; and
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such a person was equal to or greater than ten thousand dollars (\$10,000).

D. Business Positions Disclosure

When reporting business positions, a designated employee shall list the name of each business entity not specified above in which he/she is a director, officer, partner, trustee, employee, or in which he/she holds any position of management; a description of the business activity in which the entity is engaged; and designated employee's position with the business entity.

VI. DISQUALIFICATION

No designated employee shall make, participate in making, or try to use his/her official position to influence any RCS decision (or the decisions of the California public charter schools it operates) which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

A. Any business entity or real property in which the designated employee has a direct or indirect investment or interest worth one thousand dollars (\$1,000) or more.

B. Any source of income totaling two hundred fifty dollars (\$250) or more provided or promised to the designated employee within twelve months prior to the decision. (This category does not include gifts or loans made at regular rates by commercial lending institutions.)

C. Any business entity in which the designated employee is the director, officer, partner, trustee, employee, or any kind of manager.

D. Any donor of gifts totaling \$250 or more in value provided or promised to the designated within twelve months prior to the decision; any intermediary or agency for such a donor. No designated employee shall be prevented from making or participating in any decision to the extent that his/her participation is legally required for the decision to be made. (The need to break a tie vote does not make the designated employee's participation legally required.)

VII. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Executive Director, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record. The Board member shall then refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the RCS bylaws.

VIII. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

EXHIBIT A

Designated Positions

I. Persons occupying the following positions are designated employees and must disclose financial interests in all categories defined in “Exhibit B” (i.e. categories 1, 2, and 3).

- A. Members of the Governing Board
- B. Candidates for Member of the Governing Board
- C. Corporate Officers (e.g., CEO/President, Secretary, CFO/Treasurer, etc.)
- D. Executive Director
- E. Principal
- F. Assistant Principals
- G. Chief Business Officer
- H. Director Personnel Services
- I. Assistant Director of Personnel Services
- J. Consultants⁽¹⁾
- K. Other Employees⁽²⁾

II. Persons occupying the following positions are designated employees and must disclose financial interests defined in Category 1 of “Exhibit B.”

- A. Purchasing Manager
- B. Assistant Business Officer
- C. Other Employees⁽³⁾

III. Persons occupying the following positions are designated employees and must disclose financial interests defined in Categories 2 and 3 of “Exhibit B.”

- A. Information Systems Technician
- B. Contractor
- C. Other Employees⁽⁴⁾

- (1) The Executive Director may determine, in writing, that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location of interest code.
- (2) “Other Employees” include any employee occupying a position that requires the employee to make a governmental decision that foreseeably and materially affects a personal financial interest, source of income, or a business position in a business entity.
- (3) “Other Employees” include any employee with authority to make purchases that may foreseeably and materially affect an investment and/or business position in business entities or who are in a position to influence a governmental decision that may foreseeably and materially affect an investment and/or business position in a business entity.
- (4) “Other Employees” include employees with authority to make purchases that may foreseeably and materially affect investments and business positions in business entities which provide services, supplies, materials, or equipment in which the employee has authority to purchase.

EXHIBIT B

Disclosure Categories

Category 1 Reporting:

A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property, if the fair market value of the interest is greater than \$1,000. (Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or

her spouse owns, directly, indirectly, or beneficially, a ten percent interest or greater.)

B. Investments in or income from persons or business entities which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.

C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction. (Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.) (Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.) (No investment or interest in real property is reportable unless its fair market value exceeds \$1,000. No source of income is reportable unless the income received by or promised to the public official aggregates \$250 or more in value or \$50 or more in value if the income was a gift during the preceding 12-month reporting period.

Category 2 Reporting:

A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Director. Investments include interests described in Category 1.

Category 3 Reporting:

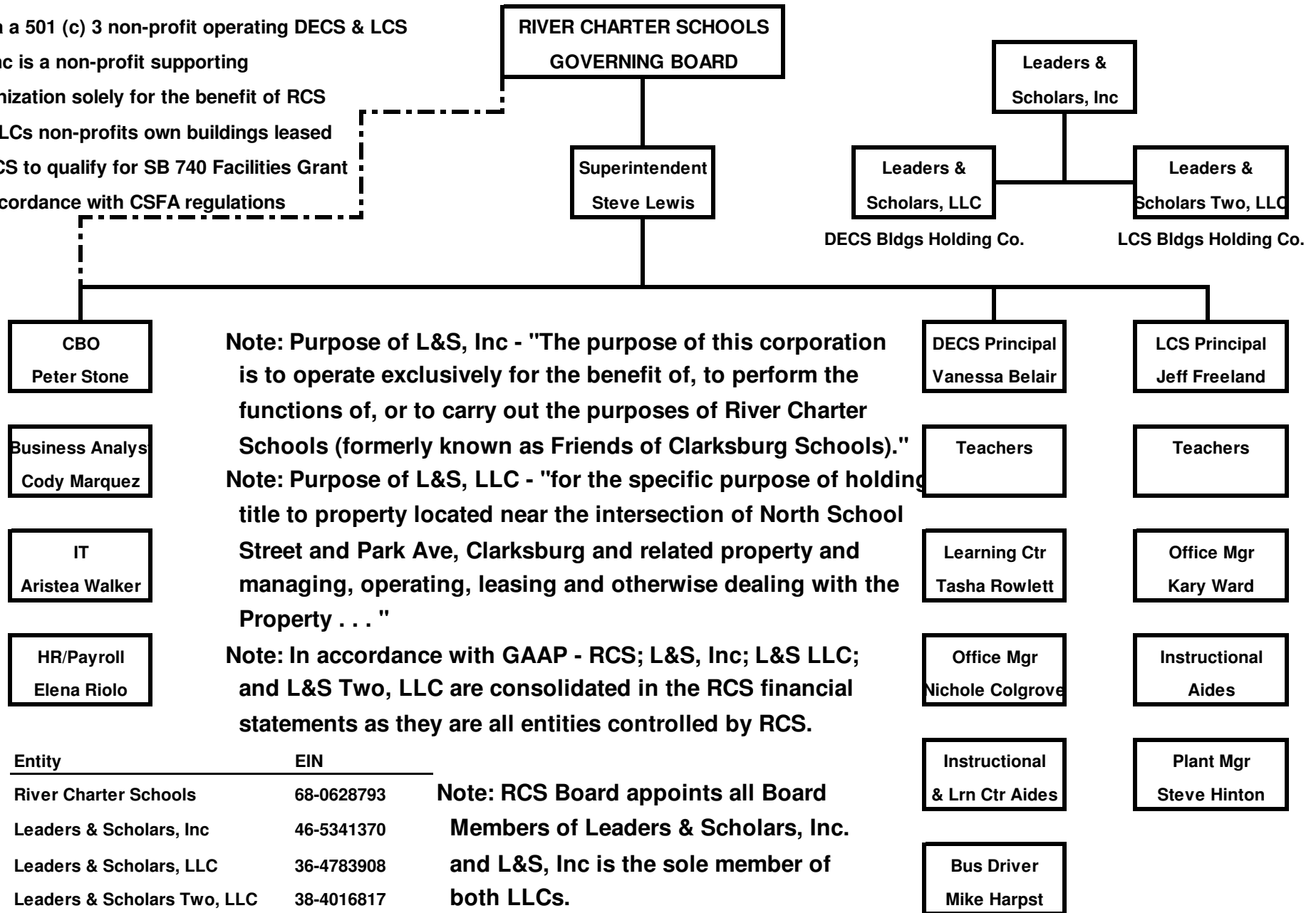
A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Director. Investments include the interests described in Category 1.

Appendix C

RCS is a 501 (c) 3 non-profit operating DECS & LCS

L&S Inc is a non-profit supporting organization solely for the benefit of RCS

L&S LLCs non-profits own buildings leased to RCS to qualify for SB 740 Facilities Grant in accordance with CSFA regulations



Note: Purpose of L&S, Inc - "The purpose of this corporation is to operate exclusively for the benefit of, to perform the functions of, or to carry out the purposes of River Charter Schools (formerly known as Friends of Clarksburg Schools)."

Note: Purpose of L&S, LLC - "for the specific purpose of holding title to property located near the intersection of North School Street and Park Ave, Clarksburg and related property and managing, operating, leasing and otherwise dealing with the Property . . ."

Note: In accordance with GAAP - RCS; L&S, Inc; L&S LLC; and L&S Two, LLC are consolidated in the RCS financial statements as they are all entities controlled by RCS.

Note: RCS Board appoints all Board Members of Leaders & Scholars, Inc. and L&S, Inc is the sole member of both LLCs.

Entity	EIN
River Charter Schools	68-0628793
Leaders & Scholars, Inc	46-5341370
Leaders & Scholars, LLC	36-4783908
Leaders & Scholars Two, LLC	38-4016817

Appendix D

CHARTER SCHOOL PRELIMINARY BUDGET 2017-2018 FINANCIAL REPORT - ALTERNATIVE FORM

Period Covered: 7-1-17 - 6-30-2018 (Forecast for 16-17 and Preliminary Budget for 17-18) Plus Future Year:

CHARTER SCHOOL CERTIFICATION

Charter School Name: Delta Elementary Charter School

CDS#: 34 67413 0114660

Charter Approving Entity: River Delta Unified School District

County: Sacramento

Charter #: 0853

For information regarding this report, please contact:

For Approving Entity:

For Charter School:

Elizabeth Keema Aston
Name

Peter Stone
Name

Chief Business Officer
Title

Chief Business Officer
Title

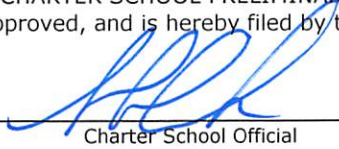
707-374-1700
Telephone

916-744-1956
Telephone

ekaston@riverdelta.k12.ca.us
E-mail address

pstone@rivercharterschools.org
E-mail address:

() 2017-2018 CHARTER SCHOOL PRELIMINARY BUDGET - ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code Section 47604.33(a)*.

Signed: 
Charter School Official
(Original signature required)

Date: 6/20/17

Printed Name: Stephen Lewis

Title: Superintendent/Principal

To the entity that approved the charter school:

() 2017-2018 CHARTER SCHOOL PRELIMINARY BUDGET - ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code Section 47604.33(a)*.

Signed: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Date: _____

Printed Name: _____

Title: _____

To the County Superintendent of Schools:

() 2017-2018 CHARTER SCHOOL PRELIMINARY BUDGET - ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code Section 47604.33(a)*.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

Printed Name: _____

Title: _____

CHARTER SCHOOL PRELIMINARY BUDGET

FINANCIAL REPORT - ALTERNATIVE FORM

PERIOD COVERED: 7-1-17 - 6-30-2018 (Forecast for 16-17 and Preliminary Budget for 17-18) Plus Future Years

Charter School Name: Delta Elementary Charter School
CDS#: 34 67413 0114660
Charter Approving Entity: River Delta Unified School District
County: Sacramento
Charter #: 0853

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 4900-9499, and 9660-0669)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

	Object Code	2016-2017 Estimated Actual			2017-2018 Adopted Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A. REVENUES							
1. Revenues Limit Sources							
State Aid - Current Year	8011	1,033,344		1,033,344	1,072,023		1,072,023
Education Protection Act - Current Year	8012	95,472		95,472	79,104		79,104
Charter Schools Gen. Purpose Entitlement - State Aid - Prior Years	8015 8019			-			-
Tax Relief Subventions (for rev. limit funded schools)	8020-8039			-			-
County and District Taxes (for rev. limit funded schools)	8040-8079			-			-
Miscellaneous Funds (for rev. limit funded schools)	8080-8089			-			-
Revenue Limit Transfers (for rev. limit funded schools):				-			-
PERS Reduction Transfer	8092			-			-
Transfers in-Lieu of Property Taxes	8091, 8096, 8097	1,967,976		1,967,976	1,967,976		1,967,976
Total, Revenue Limit Sources		3,096,792	-	3,096,792	3,119,103	-	3,119,103
2. Federal Revenues (see NOTE on last page)							
No Child Left Behind	8290		34,700	34,700		36,700	36,700
Special Education - Federal	8181-8182			-		51,625	51,625
Child Nutrition - Federal	8220			-			-
Other Federal Revenues	8110, 8260-8299		37,000	37,000		37,000	37,000
Total, Federal Revenues		-	71,700	71,700	-	125,325	125,325
3. Other State Revenues							
Charter Schools Categorical Block Grant	8480			-			-
Other State Apportionments - Prior Years	8319			-			-
Special Education - State	StateRevSE			-		199,188	199,188
Lottery	8560	57,680	16,892	74,572	56,955	17,798	74,753
All Other State Revenues	8590	97,462	111,892	209,354	64,628	48,000	112,628
Total, Other State Revenues		155,142	128,784	283,926	121,583	264,986	386,569
4. Other Local Revenues							
Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes	8780			-			-
Interest	8660			-			-
All Other Local Revenues	8600-8799	133,940		133,940	111,000		111,000
Total, Local Revenues		133,940	-	133,940	111,000	-	111,000
5. TOTAL REVENUES		3,385,874	200,484	3,586,358	3,351,686	390,311	3,741,997
B. EXPENDITURES							
1. Certificated Salaries							
Teachers' Salaries	1100	853,250		853,250	871,813	43,817	915,630
Certificated Pupil Support Salaries	1200			-			-
Certificated Supervisors' and Administrators' Salaries	1300	100,000		100,000	97,850		97,850
Other Certificated Salaries	1900			-			-
Total, Certificated Salaries		953,250	-	953,250	969,663	43,817	1,013,480

CHARTER SCHOOL PRELIMINARY BUDGET

FINANCIAL REPORT - ALTERNATIVE FORM

PERIOD COVERED: 7-1-17 - 6-30-2018 (Forecast for 16-17 and Preliminary Budget for 17-18) Plus Future Years

Charter School Name: Delta Elementary Charter School
CDS#: 34 67413 0114660
Charter Approving Entity: River Delta Unified School District
County: Sacramento
Charter #: 0853

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 4900-9499, and 9660-0669)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

	Object Code	2016-2017 Estimated Actual			2017-2018 Adopted Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
2. Non-certificated Salaries							
Instructional Aides' Salaries	2100	126,000	34,000	160,000	117,653	57,836	175,489
Non-certificated Support Salaries	2200	89,131		89,131	91,722		91,722
Non-certificated Supervisors' and Administrators	2300			-			-
Clerical and Office Salaries	2400	47,079		47,079	44,990		44,990
Other Non-certificated Salaries	2900	3,000		3,000	10,000		10,000
Total, Non-certificated Salaries		265,210	34,000	299,210	264,365	57,836	322,201
3. Employee Benefits							
STRS	3101-3102	112,000		112,000	139,990		139,990
PERS	3201-3202	36,000		36,000	51,439		51,439
OASDI/Medicare/Alternative	3301-3302	38,336		38,336	30,241	11,836	42,077
Health and Welfare Benefits	3401-3402	114,880		114,880	96,973	23,360	120,333
Unemployment Insurance	3501-3502			-			-
Workers' Compensation Insurance	3601-3602	31,000		31,000	21,504		21,504
Retiree Benefits	3701-3702			-			-
PERS Reduction (for revenue limit funded school)	3801-3802			-			-
Other Employee Benefits	3901-3902	22,000		22,000	21,000	10,000	31,000
Total, Employee Benefits		354,216	-	354,216	361,147	45,196	406,343
4. Books and Supplies							
Approved Textbooks and Core Curricula Material	4100			-			-
Books and Other Reference Materials	4200	46,108	21,892	68,000	51,562	23,938	75,500
Material and Supplies	4300	74,100		74,100	77,382		77,382
Non-capitalized Equipment	4400	7,999	15,002	23,000	6,460	17,000	23,460
Food	4700			-			-
Total, Books and Supplies		128,207	36,894	165,100	135,404	40,938	176,342
5. Services and Other Operating Expenditures							
Travel and Conference	5200	4,000		4,000	4,080		4,080
Dues and Memberships	5300	4,000		4,000	4,080		4,080
Insurance	5400	28,533		28,533	28,000		28,000
Operations and Housekeeping Services	5500	6,812	29,788	36,600	52,338		52,338
Rentals, Leases, Repairs, and Noncap. Improvements	5600	27,124	82,103	109,226	3,540	42,000	45,540
Professional/Consulting Services and Operating Expenses	5800	82,674	700	83,374	138,485	375,226	513,711
Communications	5900	19,000		19,000	17,800	16,000	33,800
Total, Services and Other Operating Expenditures		172,143	112,591	284,733	248,323	433,226	681,549
6. Capital Outlay							
(Objects 6100-6170, 6200-6500 for modified accrual basis only)							
Land and Land Improvements	6100-6170			-			-
Buildings and Improvements of Buildings	6200			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-
Equipment	6400			-			-
Equipment Replacement	6500			-			-
Depreciation Expense (for accrual basis only)	6900	134,000		134,000	135,000		135,000
Total, Capital Outlay		134,000	-	134,000	135,000	-	135,000

CHARTER SCHOOL PRELIMINARY BUDGET

FINANCIAL REPORT - ALTERNATIVE FORM

PERIOD COVERED: 7-1-17 - 6-30-2018 (Forecast for 16-17 and Preliminary Budget for 17-18) Plus Future Years

Charter School Name: Delta Elementary Charter School
 CDS#: 34 67413 0114660
 Charter Approving Entity: River Delta Unified School District
 County: Sacramento
 Charter #: 0853

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 4900-9499, and 9660-0669)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

	Object Code	2016-2017 Estimated Actual			2017-2018 Adopted Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
7. Other Outgo							
District Oversight & Transportation Chg	7110-7143	52,320		52,320	54,191		54,191
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			-			-
Transfers of Apportionments to Other LEAs - Special	7221-7223SE	303,529		303,529			-
Transfer of Apportionments to Other LEAs - All Other	7221-7223AO			-			-
All Other Transfers	7280-7299	727,727	17,000	744,727	607,388	69,300	676,688
Debt Services:				-			-
Interest	7438	38,000		38,000	36,660	514	37,174
Principal (for modified accrual basis only)	7439	-	-	-	-	-	-
Total, Other Outgo		1,121,576	17,000	1,138,576	698,239	69,814	768,053
8. TOTAL EXPENDITURES		3,128,601	200,484	3,329,085	2,812,141	690,827	3,502,968
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES							
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		257,273	-	257,273	539,545	(300,516)	239,029
D. OTHER FINANCING SOURCES/USES							
1. Other Sources	8930-8979			-			-
2. Less: Other Uses	7630-7699			-			-
3. Contributions Between Unrestricted and Restricted (must net to zero)	8980-8999				55,248 (300,516)	(55,248) 300,516	-
3. Contributions Between Unrestricted and Restricted	8980-8999						
4. TOTAL OTHER FINANCING SOURCES/USES		-	-	-	(245,268)	245,268	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		257,273	-	257,273	294,277	(55,248)	239,029
F. FUND BALANCE, RESERVES							
1. Beginning Fund Balance							
a. As of July 1	9791	1,736,906	66,904	1,803,810	1,994,656	66,904	2,061,560
b. Adjustments/Restatements to Beginning Balance	9793, 9795	477		477			-
c. Adjusted Beginning Balance		1,737,383	66,904	1,804,287	1,994,656	66,904	2,061,560
d. Temporarily Restricted Net Assets				-			-
2. Ending Fund Balance, June 30 (E + F1c)		1,994,656	66,904	2,061,560	2,288,933	11,656	2,300,589

**CHARTER SCHOOL PRELIMINARY BUDGET
FINANCIAL REPORT - ALTERNATIVE FORM**

PERIOD COVERED: 7-1-17 - 6-30-2018 (Forecast for 16-17 and Prel

Charter School Name: Delta Elementary Charter School
CDS#: 34 67413 0114660
Charter Approving Entity: River Delta Unified School District
County: Sacramento
Charter #: 0853

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects)

	Object Code	2018-2019 Projection			2019-2020 Projection		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A. REVENUES							
1. Revenues Limit Sources							
State Aid - Current Year	8011	1,183,560		1,183,560	1,272,792		1,272,792
Education Protection Act - Current Year	8012	79,104		79,104	79,104		79,104
Charter Schools Gen. Purpose Entitlement - State Aid - Prior Years	8015 8019			-			-
Tax Relief Subventions (for rev. limit funded schools)	8020-8039			-			-
County and District Taxes (for rev. limit funded schools)	8040-8079			-			-
Miscellaneous Funds (for rev. limit funded schools)	8080-8089			-			-
Revenue Limit Transfers (for rev. limit funded schools):							
PERS Reduction Transfer	8092			-			-
Transfers in-Lieu of Property Taxes	8091, 8096, 8097	1,967,976		1,967,976	1,967,976		1,967,976
Total, Revenue Limit Sources		3,230,640	-	3,230,640	3,319,872	-	3,319,872
2. Federal Revenues (see NOTE on last page)							
No Child Left Behind	8290		37,700	37,700		37,700	37,700
Special Education - Federal	8181-8182		51,625	51,625		51,625	51,625
Child Nutrition - Federal	8220			-			-
Other Federal Revenues	8110, 8260-8299		37,000	37,000		37,000	37,000
Total, Federal Revenues		-	126,325	126,325	-	126,325	126,325
3. Other State Revenues							
Charter Schools Categorical Block Grant	8480			-			-
Other State Apportionments - Prior Years	8319			-			-
Special Education - State	StateRevSE		199,188	199,188		199,188	199,188
Lottery	8560	56,955	17,798	74,753	56,955	17,798	74,753
All Other State Revenues	8590	6,091	48,000	54,091	6,091	48,000	54,091
Total, Other State Revenues		63,046	264,986	328,032	63,046	264,986	328,032
4. Other Local Revenues							
Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes	8780			-			-
Interest	8660			-			-
All Other Local Revenues	8600-8799	111,000		111,000	111,000		111,000
Total, Local Revenues		111,000	-	111,000	111,000	-	111,000
5. TOTAL REVENUES		3,404,686	391,311	3,795,997	3,493,918	391,311	3,885,229
B. EXPENDITURES							
1. Certificated Salaries							
Teachers' Salaries	1100	889,923	43,817	933,740	911,033	43,817	954,850
Certificated Pupil Support Salaries	1200			-			-
Certificated Supervisors' and Administrators' Salaries	1300	100,786		100,786	103,809		103,809
Other Certificated Salaries	1900			-			-
Total, Certificated Salaries		990,709	43,817	1,034,526	1,014,842	43,817	1,058,659

**CHARTER SCHOOL PRELIMINARY BUDGET
FINANCIAL REPORT - ALTERNATIVE FORM**

PERIOD COVERED: 7-1-17 - 6-30-2018 (Forecast for 16-17 and Prel

Charter School Name: Delta Elementary Charter School
CDS#: 34 67413 0114660
Charter Approving Entity: River Delta Unified School District
County: Sacramento
Charter #: 0853

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects)

	Object Code	2018-2019 Projection			2019-2020 Projection		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
2. Non-certificated Salaries							
Instructional Aides' Salaries	2100	121,918	58,836	180,754	127,341	58,836	186,177
Non-certificated Support Salaries	2200	95,226		95,226	99,542		99,542
Non-certificated Supervisors' and Administrators	2300			-			-
Clerical and Office Salaries	2400	46,340		46,340	47,730		47,730
Other Non-certificated Salaries	2900	10,000		10,000	10,000		10,000
Total, Non-certificated Salaries		273,484	58,836	332,320	284,613	58,836	343,449
3. Employee Benefits							
STRS	3101-3102	161,293		161,293	183,974		183,974
PERS	3201-3202	62,664		62,664	74,598		74,598
OASDI/Medicare/Alternative	3301-3302	11,339	31,836	43,175	12,560	31,836	44,396
Health and Welfare Benefits	3401-3402	112,471	13,360	125,831	118,231	13,360	131,591
Unemployment Insurance	3501-3502			-			-
Workers' Compensation Insurance	3601-3602	22,006		22,006	22,574		22,574
Retiree Benefits	3701-3702			-			-
PERS Reduction (for revenue limit funded school)	3801-3802			-			-
Other Employee Benefits	3901-3902	3,075		3,075	3,075		3,075
Total, Employee Benefits		372,848	45,196	418,044	415,012	45,196	460,208
4. Books and Supplies							
Approved Textbooks and Core Curricula Material	4100			-			-
Books and Other Reference Materials	4200	53,072	23,938	77,010	54,612	23,938	78,550
Material and Supplies	4300	78,893		78,893	80,435		80,435
Non-capitalized Equipment	4400	6,929	17,000	23,929	7,408	17,000	24,408
Food	4700			-			-
Total, Books and Supplies		138,894	40,938	179,832	142,455	40,938	183,393
5. Services and Other Operating Expenditures							
Travel and Conference	5200	4,162		4,162	4,244		4,244
Dues and Memberships	5300	4,162		4,162	4,245		4,245
Insurance	5400	28,000		28,000	28,000		28,000
Operations and Housekeeping Services	5500	53,459		53,459	54,612		54,612
Rentals, Leases, Repairs, and Noncap. Improvements	5600	4,096	42,000	46,096	4,669	42,000	46,669
Professional/Consulting Services and Operating Expenses	5800	136,661	375,226	511,887	138,299	375,226	513,525
Communications	5900	18,064	16,000	34,064	18,336	16,000	34,336
Total, Services and Other Operating Expenditures		248,604	433,226	681,830	252,405	433,226	685,631
6. Capital Outlay							
(Objects 6100-6170, 6200-6500 for modified accrual basis only)							
Land and Land Improvements	6100-6170			-			-
Buildings and Improvements of Buildings	6200			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-
Equipment	6400			-			-
Equipment Replacement	6500			-			-
Depreciation Expense (for accrual basis only)	6900	136,000		136,000	136,000		136,000
Total, Capital Outlay		136,000	-	136,000	136,000	-	136,000

**CHARTER SCHOOL PRELIMINARY BUDGET
FINANCIAL REPORT - ALTERNATIVE FORM**

PERIOD COVERED: 7-1-17 - 6-30-2018 (Forecast for 16-17 and Prel

Charter School Name: Delta Elementary Charter School
CDS#: 34 67413 0114660
Charter Approving Entity: River Delta Unified School District
County: Sacramento
Charter #: 0853

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects)

	Object Code	2018-2019 Projection			2019-2020 Projection		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
7. Other Outgo							
District Oversight & Transportation Chg	7110-7143	55,306		55,306	56,199		56,199
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			-			-
Transfers of Apportionments to Other LEAs - Special	7221-7223SE			-			-
Transfer of Apportionments to Other LEAs - All Other	7221-7223AO			-			-
All Other Transfers	7280-7299	471,916	71,379	543,295	459,451	73,682	533,133
Debt Services:							
Interest	7438	31,224	514	31,738	31,224	514	31,738
Principal (for modified accrual basis only)	7439	-	-	-	-	-	-
Total, Other Outgo		558,446	71,893	630,339	546,874	74,196	621,070
8. TOTAL EXPENDITURES		2,718,985	693,906	3,412,891	2,792,201	696,209	3,488,410
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		685,701	(302,595)	383,106	701,717	(304,898)	396,819
D. OTHER FINANCING SOURCES/USES							
1. Other Sources	8930-8979			-			-
2. Less: Other Uses	7630-7699			-			-
3. Contributions Between Unrestricted and Restricted (must net to zero)	8980-8999	(302,595)	302,595		(304,898)	304,898	
3. Contributions Between Unrestricted and Restricted	8980-8999						
4. TOTAL OTHER FINANCING SOURCES/USES		(302,595)	302,595	-	(304,898)	304,898	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		383,106	-	383,106	396,819	-	396,819
F. FUND BALANCE, RESERVES							
1. Beginning Fund Balance							
a. As of July 1	9791	2,288,933	11,656	2,300,589	2,672,039	11,656	2,683,695
b. Adjustments/Restatements to Beginning Balance	9793, 9795			-			-
c. Adjusted Beginning Balance		2,288,933	11,656	2,300,589	2,672,039	11,656	2,683,695
d. Temporarily Restricted Net Assets							
2. Ending Fund Balance, June 30 (E + F1c)		2,672,039	11,656	2,683,695	3,068,858	11,656	3,080,514

**2016-2017 3rd Forecast; 2017-2018 Budget: 2018-2019 Plan
Narrative & Financial Summary**

Note: This Narrative and Financial Summary is designed to show Revenue detail that is not on the the attached 3-year Statement of Activities and Changes in Net Assets. It also provides explanations as to significant variances between years.

2016-2017 3rd Forecast

	2016-2017 Budget	2016-2017 3rd Forecast	Increase/ (Decrease)
Revenue			
1) Revenue Limit Sources	3,044,979	3,096,792	51,813
2) Federal Revenue	75,475	71,700	(3,775)
3) Other State Revenue	295,006	283,926	(11,080)
4) Other Local Revenue	116,840	133,940	17,100
Total Revenues	3,532,300	3,586,358	54,058
Expenses			
1) Certificated Salaries	950,570	953,250	2,680
2) Classified Salaries	302,938	299,210	(3,728)
3) Employee Benefits	362,357	354,216	(8,141)
4) Books and Supplies	152,464	165,100	12,636
5) Services & Other Op Exp	314,397	284,733	(29,664)
6) Depreciation	137,000	134,000	(3,000)
7) Other Outgo	1,102,174	1,138,576	36,402
Total Expenses	3,321,900	3,329,085	7,185
Excess of Rev Over Expenses with Restricted	210,400	257,273	46,873
Less: Restricted Money not spent			
Unrestricted Excess of Rev Over Expenses	210,400	257,273	46,873
Beginning Total Fund Balance	1,803,810	1,804,287	477
Excess of Rev Over Expenses	210,400	257,273	46,873
Ending Total Fund Balance	2,014,210	2,061,560	47,350

2016-2017 3rd Forecast

Revenue is up primarily due to increased funding of state LCFF revenue.

Books and Supplies is up due to student materials and office supplies. Student Materials includes field trips. Office Supplies is mostly paper and other supplies for classrooms and teachers.

Services and Other Operating Expense is down because of reduced spending on janitorial items and legal fees. The accounting has shifted so that most legal fees are accounted for in Home Office.

Other Outgo is up primarily due to allocations from Home Office which includes the accounting change for legal fees and and increase in payroll fees to begin the necessary change to ADP, conference/travel, IT services, and contracted instructor

We still have \$53K in Prop 39 Jobs/Energy monies from two years ago that are currently in restricted funding and will ultimately be returned as there is not enough more energy savings to warrant more expenditures. Additionally we have about \$12K in Educator Effectiveness monies from last year which will help go towards Math Coaching in 2017-2018.

Enrollment/ADA

	2016-2017 Budget	2016-2017 3rd Forecast	Increase/ (Decrease)	% Increase
Total Possible Enrollment	416	416	-	0.0%
Enrollment Projection	412	415	3	0.7%
Enrollment as a % of Possible	99.0%	99.8%		
ADA	395.5	401.9	6.4	1.6%
ADA as a % of Enrollment	96.0%	96.8%		
ADA as a % of Possible Total	95.1%	96.6%		

	2016-2017 3rd Forecast	ADA
		Per ADA
		401.9
State Aid	1,033,344	2,571
EPA	95,472	238
Prior Year Adj		-
Charter in-lieu of property taxes	1,967,976	4,897
Total	3,096,792	7,705

These figures have been taken from the FCMAT LCFF calculator v.18.1a for DECS using 401.91 as the ADA.

2017-2018 Budget

	2016-2017 3rd Forecast	2017-2018 Budget	Increase/ (Decrease)
Revenue			
1) Revenue Limit Sources	3,096,792	3,119,103	22,311
2) Federal Revenue	71,700	125,325	53,625
3) Other State Revenue	283,926	386,569	102,643
4) Other Local Revenue	133,940	111,000	(22,940)
Total Revenues	3,586,358	3,741,997	155,639
Expenses			
1) Certificated Salaries	953,250	1,013,480	60,230
2) Classified Salaries	299,210	322,201	22,991
3) Employee Benefits	354,216	406,343	52,127
4) Books and Supplies	165,100	176,342	11,242
5) Services & Other Op Exp	284,733	681,549	396,816
6) Depreciation	134,000	135,000	1,000
7) Other Outgo	1,138,576	768,053	(370,523)
Total Expenses	3,329,085	3,502,968	173,883
Excess of Rev Over Expenses with Restricted	257,273	239,029	(18,244)
Less: Restricted Money not spent	-	13,058	13,058
Unrestricted Excess of Rev Over Expenses	257,273	252,087	(5,186)
Beginning Total Fund Balance	1,804,287	2,061,560	257,273
Excess of Rev Over Expenses	257,273	239,029	(18,244)
Ending Total Fund Balance	2,061,560	2,300,589	239,029

2017-2018 Budget

- Revenue limit increase due to LCFF "Gap" funding of 43.97% and COLA of 1.56%
- The bulk of the State Revenue increases due to first time funding \$199K of Special Ed Revenue, less about \$97K due to SB and also a drop in common core.
- Other Local Revenue is also down due to the elimination of the River Delta Unified \$25K payment related to Special Ed.
- Salaries are up in part due to step Increases given to all teachers, other increases of about 3%.
- Medical Benefit rates are up and CalSTRS rates are up 15% to 14.43% employer contribution rate.
- CalPERS rates are up 11% to 15.8% for employer contributions
- Services & Other Operating Expenses are up entirely to the increase in SELPA contract expenses.
- Other Outgo is down because there is no longer Special Ed Encroachment of about \$300K from RDUUSD and lower transfers in from home office.

Enrollment/ADA

	2016-2017 3rd Forecast	2017-2018 Budget	Increase/ (Decrease)	% Increase
Total Possible Enrollment	416	416	-	0.0%
Actual/Budgeted Enrollment	415	412	(3)	-0.7%
Enrollment as a % of Possible	99.8%	99.0%		
ADA	401.91	395.5	(6.4)	-1.6%
ADA as a % of Possible Enrollment	96.6%	95.1%		
ADA as a % of Enrollment	96.8%	96.0%		

	2017-2018 Budget	ADA	Increase Over 2016-2017 Fcs	
			17-18 Increase Over 16-17	ADA Per ADA
		395.5		-6.4
Revenue Limit Summary		Per ADA	Increase Over 16-17	Per ADA
LCFF State Aid	1,072,023	2,710	38,679	139
EPA	79,104	200	(16,368)	(38)
Charter in-lieu of property taxes	1,967,976	4,976	-	79
Total	3,119,103	7,886	22,311	181

These figures have been taken from the FCMAT LCFF calculator v.18.1a for DECS using 395.5 as the ADA.

2018-2019 Plan

	2017-2018 Budget	2018-2019 Plan	Increase/ (Decrease)
Revenue			
1) Revenue Limit Sources	3,119,103	3,230,640	111,537
2) Federal Revenue	125,325	126,325	1,000
3) Other State Revenue	386,569	328,032	(58,537)
4) Other Local Revenue	111,000	111,000	-
Total Revenues	<u>3,741,997</u>	<u>3,795,997</u>	<u>54,000</u>
Expenses			
1) Certificated Salaries	1,013,480	1,034,526	21,046
2) Classified Salaries	322,201	332,320	10,119
3) Employee Benefits	406,343	418,043	11,700
4) Books and Supplies	176,342	179,833	3,491
5) Services & Other Op Exp	681,549	681,829	280
6) Depreciation	135,000	136,000	1,000
7) Other Outgo	768,053	630,339	(137,714)
Total Expenses	<u>3,502,968</u>	<u>3,412,890</u>	<u>(90,078)</u>
Excess of Rev Over Expenses with Restricted	<u>239,029</u>	<u>383,107</u>	<u>144,078</u>
Less: Restricted Money not spent	<u>13,058</u>	<u>12,906</u>	<u>(152)</u>
Unrestricted Excess of Rev Over Expenses	<u>252,087</u>	<u>396,013</u>	<u>143,926</u>
Beginning Total Fund Balance	2,061,560	2,300,589	239,029
Excess of Rev Over Expenses	<u>239,029</u>	<u>383,107</u>	<u>144,078</u>
Ending Total Fund Balance	<u>2,300,589</u>	<u>2,683,696</u>	<u>383,107</u>

2018-2019 Plan

- Other State Revenue is down because there is no Common Core funding
- Revenue limit increase due to LCFF "Gap" funding of 71.53% and COLA of 2.15%
- Salaries are up in part due to step Increases given to all teachers and other increases of about 3%
- Medical Benefit rates are up and CalSTRS rates are up 13% to 16.28% employer contribution rate.
- CalPERS rates are up 18% to 18.7% for employer contributions
- Other Outgo is down due to decreased allocation to Home Office.

Enrollment/ADA

	2017-2018 Budget	2018-2019 Plan	Increase/ (Decrease)	% Increase
Total Allowed Enrollment	416	416	-	0.0%
Actual Enrollment	412	412	-	0.0%
Enrollment as a % of Allowed	99.0%	99.0%		
ADA	395.5	395.5	(0.0)	0.0%
ADA as a % of Possible Enrollment	95.1%	95.1%		
ADA as a % of Enrollment	96.0%	96.0%		

	2018-2019 Plan	ADA	Increase Over 2017-2018 Budget	
		395.5	18-19 Increase Over 17-18	ADA 0.0
		Per ADA	Per ADA	
State Aid	1,183,560	2,993	111,537	282
EPA	79,104	200	-	0
Charter in-lieu of property taxes	1,967,976	4,976	-	0
Total	3,230,640	8,168	111,537	282

These figures have been taken from the FCMAT LCFF calculator v.18.1a for DECS using 395.5 as the ADA.

Delta Elementary Charter - 2017-2018 Budget & Plan Plus Future Years

	16-17	16-17	17-18	18-19	19-20
	Budget	3rd Forecast	Budget	Forecasted Budget	Forecasted Budget
	ADA: 395.52	ADA: 401.91	ADA: 395.52	ADA: 395.52	ADA: 395.52
	Enroll: 412	Enroll: 415	Enroll: 412	Enroll: 412	Enroll: 412
8000 · REV LIMIT					
801100 · LCFF	1,014,338	1,033,344	1,072,023	1,183,560	1,272,792
801200 · EPA	196,052	95,472	79,104	79,104	79,104
801900 · Prior Year Adjustments		0	0	0	0
809600 · Local In-Lieu Prop Tax	1,834,589	1,967,976	1,967,976	1,967,976	1,967,976
Total 8000 · REV LIMIT	3,044,979	3,096,792	3,119,103	3,230,640	3,319,872
8200 · FEDERAL REV					
818100 · Federal Special ED - IDEA		0	51,625	51,625	51,625
829015 · Title I	37,496	34,000	36,000	37,000	37,000
829020 · Title II	709	700	700	700	700
829060 · Title VI REAP	37,270	37,000	37,000	37,000	37,000
829090 · Charter School Start Up Grant		0	0	0	0
Total 8200 · FEDERAL REV	75,475	71,700	125,325	126,325	126,325
8400 · OTH STATE REV					
855000 · Mandated Cost Reimbrs	5,592	5,592	6,091	6,091	6,091
859025 · Non-Prop 20 Lottery	57,680	57,680	56,955	56,955	56,955
859027 · Prop 20 Lottery	16,892	16,892	17,798	17,798	17,798
859030 · SB740 Facility Grant	111,892	111,892	48,000	48,000	48,000
859032 · Energy Prop 39		0	0	0	0
859037 · Cost Reimb "Common Core"	91,870	91,870	58,537	0	0
859080 · Educator Effectiveness	11,080	0	0	0	0
859090 · Other State		0	0	0	0
872900 · Special Ed-State		0	199,188	199,188	199,188
Total 8400 · OTH STATE REV	295,006	283,926	386,569	328,032	328,032
8600 · OTHER LOCAL REV					
869910 · Corp Grants	10,000	5,700	6,000	6,000	6,000
869920 · Local Donations	8,000	33,000	33,000	33,000	33,000
869930 · Local Fundraisers					
869934 · Exp Fundraise		-2,000	0	0	0
869938 · Inc Fundraise	12,000	6,700	4,000	4,000	4,000
Total 869930 · Local Fundraisers	12,000	4,700	4,000	4,000	4,000
869950 · Other Local Revenue	25,000	27,000	2,000	2,000	2,000
869960 · Bus Income	43,840	43,840	46,000	46,000	46,000
869960 · Lunch-Parent Payments		0	0	0	0
869980 · After School Income	18,000	19,700	20,000	20,000	20,000
Total 869930 · Other Local Revenue	116,840	133,940	111,000	111,000	111,000
Total 8600 · OTHER LOCAL REV	116,840	133,940	111,000	111,000	111,000
Total Revenue	3,532,300	3,586,358	3,741,997	3,795,997	3,885,229
1000 · CERTIFICATED SALARIES					
110000 · Teachers	811,110	824,750	874,530	892,640	913,750
115000 · Teachers Extra Duty		0	0	0	0
113000 · Tchr Substitutes	29,960	18,000	25,000	25,000	25,000
115000 · Tchr Stipends	14,500	10,500	16,100	16,100	16,100
130000 · Administration	95,000	100,000	97,850	100,786	103,809
Total 1000 · CERTIFICATED SALARIES	950,570	953,250	1,013,480	1,034,526	1,058,659

	16-17	16-17	17-18	18-19	19-20
	Budget	3rd Forecast	Budget	Forecasted Budget	Forecasted Budget
	ADA: 395.52	ADA: 401.91	ADA: 395.52	ADA: 395.52	ADA: 395.52
	Enroll: 412	Enroll: 415	Enroll: 412	Enroll: 412	Enroll: 412
2000 · CLASSIFIED SALARIES					
210000 · Instr Aides	158,719	160,000	175,489	180,754	186,177
211500 · Cls Extra Duty	11,490	3,000	10,000	10,000	10,000
220000 · Cls Support	89,049	89,131	91,722	95,226	99,542
230000 · Cls Admin	0	0	0	0	0
240000 · Office Staff	43,680	47,079	44,990	46,340	47,730
Total 2000 · CLASSIFIED SALARIES	302,938	299,210	322,201	332,320	343,449
3000 · EMPLOYEE BENEFITS					
310100 · STRS certificated only	117,697	112,000	139,988	161,293	183,974
320100 · PERS certificated only		8,000	6,851	8,187	9,485
320200 · PERS classified	35,508	28,000	44,588	54,477	65,113
330300 · Medicare cert & class	18,732	18,000	19,367	19,819	20,331
340300 · Social Sec cert & class	20,796	18,000	19,976	20,604	21,294
350100 · CASUI certificated	475	500	557	569	582
350200 · CASUI classified	151	151	177	183	189
350300 · CA SUI Experience Charges	1,685	1,685	2,000	2,000	2,000
360100 · Workers Comp certificated	19,981	25,000	16,317	16,656	17,044
360200 · Workers Comp classified	6,368	6,000	5,187	5,350	5,530
370100 · Health Ins certificated	81,408	74,000	77,000	80,850	84,893
370200 · Health Ins classified	21,302	24,000	26,000	27,300	28,665
380100 · Dental Ins certificated	7,637	7,800	7,828	7,985	8,144
380200 · Dental Ins classified	6,365	6,100	6,525	6,656	6,789
390100 · Vision Ins certificated	1,549	1,740	1,740	1,775	1,810
390200 · Vision Ins classified	703	1,240	1,240	1,265	1,290
399100 · Other certificated	17,000	17,000	23,000	2,050	2,050
399200 · Other classified	5,000	5,000	8,000	1,025	1,025
Total 3000 · EMPLOYEE BENEFITS	362,357	354,216	406,343	418,043	460,207
4000 · BOOKS/SUPP/MATERIALS					
431100 · Exp Std/Book/Mat	55,000	68,000	75,500	77,010	78,550
431504 · Exp Tchr Acct	10,300	8,100	8,262	8,427	8,596
432000 · Office Supplies	35,000	40,000	40,800	41,616	42,448
432100 · Bus Exp	17,664	15,000	15,300	15,606	15,918
433000 · Staff Events		0	1,800	1,800	1,800
435000 · Other Supplies	7,500	11,000	11,220	11,444	11,673
440000 · Non-Capitalized Equip	27,000	23,000	23,460	23,929	24,408
Total 4000 · BOOKS/SUPP/MATERIALS	152,464	165,100	176,342	179,833	183,393
5000 · OPERATING EXPENSES					
520000 · Conference/Travel	4,500	2,000	2,040	2,081	2,122
521000 · Mileage	3,000	2,000	2,040	2,081	2,122
530000 · Dues/Subscription	4,000	4,000	4,080	4,162	4,245
540000 · Insurance	28,533	28,533	28,000	28,000	28,000
550000 · Janitorial/Operations	25,000	12,000	12,000	12,360	12,731
555005 · Maintenance		0	15,000	15,000	15,000
550500 · Alarm Service	4,000	4,000	4,120	4,244	4,371
551000 · Utilities	14,000	14,000	14,420	14,853	15,298
551500 · Trash/Water	6,365	6,600	6,798	7,002	7,212
560000 · Rent	99,226	91,226	27,000	27,000	27,000
562000 · Copier/Equip/Leases	20,000	18,000	18,540	19,096	19,669
580000 · Prof/Consulting Srvc		0	0	0	0

	16-17	16-17	17-18	18-19	19-20
	Budget	3rd Forecast	Budget	Forecasted Budget	Forecasted Budget
	ADA: 395.52	ADA: 401.91	ADA: 395.52	ADA: 395.52	ADA: 395.52
	Enroll: 412	Enroll: 415	Enroll: 412	Enroll: 412	Enroll: 412
581000 · Legal Fees	10,000	1,000	15,000	16,000	17,000
582000 · Audit Fees		0	0	0	0
582500 · Business Services	10,571	12,000	20,000	20,000	20,000
583000 · IT Cloud Services	6,000	8,000	8,000	8,500	9,000
584000 · Advertisement		0	0	0	0
586000 · Bank/Service Fees	5,000	1,100	1,200	1,300	1,400
587000 · Fingerprinting Livescan	750	500	773	796	796
588000 · Contracted Instruct Srvc	35,000	0	0	0	0
588001 · General		42,000	14,000	14,000	14,000
588005 · BTSA		0	7,200	7,200	7,200
588010 · Professional Dev		0	30,000	30,000	30,000
588015 · SELPA Aides (2)		0	67,875	67,875	67,875
588020 · SELPA Contractors		0	329,622	329,622	329,622
589000 · Other Services	17,574	17,574	18,805	15,321	15,321
589900 · Payroll/HR Services		1,200	1,236	1,273	1,311
591000 · Telephone	5,000	7,500	8,000	8,240	8,487
592000 · Internet Connection	14,400	11,000	25,000	25,000	25,000
593000 · Postage/Mailing	1,478	500	800	824	849
Total 5000 · OPERATING EXPENSES	314,397	284,733	681,549	681,829	685,632
6000 · CAPITAL OUTLAY					
690000 · Depreciation	137,000	134,000	135,000	136,000	136,000
Total 6000 · CAPITAL OUTLAY	137,000	134,000	135,000	136,000	136,000
7000 · OTHER OUTGO					
714100 · District/Oversight	30,450	30,968	31,191	32,306	33,199
714110 · District/Transportation	21,352	21,352	23,000	23,000	23,000
722110 · Special Ed Encroachment	303,529	303,529	0	0	0
723100 · Transfers In RCS	705,035	744,727	607,388	471,916	459,451
723105 · Transfers In RCS- SELPA			69,300	71,379	73,682
743800 · Interest Exp	41,808	38,000	37,174	31,738	31,738
Total 7000 · OTHER OUTGO	1,102,174	1,138,576	768,053	630,339	621,070
Total Expense	3,321,900	3,329,085	3,502,968	3,412,890	3,488,410
Net Income	210,400	257,273	239,029	383,108	396,819

§ 15497. Local Control and Accountability Plan and Annual Update Template.**Introduction:****LEA: Delta Elementary Charter School Contact: Steve Lewis, Superintendent, slewis@deltacharter.org, 916.744.1200****LCAP Year: 2014-15*****Local Control and Accountability Plan and Annual Update Template***

The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

Implementation of State Standards: *implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)*

Course access: *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

Expelled pupils (for county offices of education only): *coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

Foster youth (for county offices of education only): *coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

B. Pupil Outcomes:

Pupil achievement: *performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)*

Other pupil outcomes: *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

C. Engagement:

Parent involvement: efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?

- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA’s engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
<p>Delta Elementary Charter School (DECS) has enlisted input and involvement from its stakeholders in developing the school’s Local Control Accountability Plan (LCAP). Stakeholder groups included:</p> <ul style="list-style-type: none"> • Students • Families • Teachers and Staff • Parent Teacher Committee (PTC), an organization made up of parents, teachers, and community members • English Learner Advisory Committee (ELAC), • School Site Council (SSC), composed of 2 teachers, 3 parents, ELAC President, 2 Board Members (who are also parents), and Superintendent • Board of Directors <p>The involvement process was multi-pronged and included the following key components:</p> <ul style="list-style-type: none"> • September 16, 2014 – Needs assessment conducted with PTC, in which STAR assessment data and the Single Plan for School Improvement were reviewed, implications of Common Core were discussed, and input was gathered on what the Parent and Teacher community priorities were for school improvement. • September 16, 2014 – Needs assessment conducted with ELAC, in which assessment data was reviewed and input was gathered on what the Latino community priorities 	<p>Delta Elementary Charter School (DECS) utilized input and the involvement of its stakeholders in developing the school’s Local Control Accountability Plan (LCAP). High level priorities from its stakeholders include but are not limited to the following:</p> <ul style="list-style-type: none"> • Students – increased student engagement and empowerment in the life of the school • Families – support in understanding their child’s curriculum, progress, and how to support at home • Teachers and Staff – professional development to support successful implementation of the Common Core • Parent Teacher Committee (PTC) - building understanding of Common Core • English Learner Advisory Committee (ELAC) – Increased support for English Language Acquisition, intervention, and tutoring • School Site Council (SSC) – supporting successful transition to the Common Core • Board of Directors – leveraging technology to support learning and family involvement, closing the achievement gap while also differentiating to accelerate learning of high-achieving students, increasing average daily attendance rate, increasing average daily attendance rate <p>Together, this input supported the development of the following</p>

Involvement Process	Impact on LCAP
<p>were for school improvement.</p> <ul style="list-style-type: none"> • September 2013 – May 2014 – Monthly meetings with the PTC and ELAC in which the Superintendent provided updates on the needs assessment and development of school goals and priorities, additional information to build understanding of Common Core and LCAP, and opportunities for input on school needs and goals. • December 2, 2013 – Needs assessment conducted with SSC, in which STAR assessment data and the Single Plan for School Improvement were reviewed, input from the PTC and ELAC were reviewed, and implications of Common Core were discussed. • December 2013 – March 2014 - Monthly meetings with the SSC in which the Superintendent provided updates on the needs assessment and development of school goals and priorities. Additional information and training was provided to build understanding of implications of Common Core (January and March), SBAC and MAP Testing (February), Budget under LCFF (February), and LCAP Goals (March). • March 18, 2014 – Town hall meeting to reviewed the data, common core movement, provided resources, how goals an objectives would be changing for the school (85 families) • March 2014 – DECS contracted with The Survey Research Initiative at Teachers College, Columbia University to gather information on the school’s performance from both staff and families. The surveys were created online through Qualtrics in English and Spanish, and contained both multiple choice items and open-ended questions. Survey questions sought information about overall satisfaction with the school culture, the academic program, the working and learning environment, and 	<p>goals for Delta Elementary Charter School within the eight State Priorities (not that some goals are repeated as they address multiple state goals):</p> <ol style="list-style-type: none"> 1. Quality Teachers, Curriculum, and Facilities <ul style="list-style-type: none"> • Purchase and train teachers in the use of Common Core aligned textbooks and curriculum materials for English Language Arts (ELA) and Math. 2. Alignment to the Common Core, with support for ELLs and other subgroups <ul style="list-style-type: none"> • Purchase and train teachers in the use of Common Core aligned textbooks and curriculum materials for English Language Arts (ELA) and Math. • Implement training for teachers and aides on developing academic rigor, conceptual understanding, and critical thinking in math, science, and social sciences. This will result in increased student mastery for all students – those who struggle, those who are high-achieving, those in applicable subgroups, and the general population as a whole. • Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups. • Differentiate instruction to support continued advancement of high-achieving students • Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS (AMAO 1) 3. Parental Involvement <ul style="list-style-type: none"> • Increase family understanding of and involvement in strategic planning and school decision-making, as well as supporting the home school connection. • Increase percentage of families that are actively

Involvement Process	Impact on LCAP
<p>satisfaction with the school’s staff and administration. The survey also included customized questions about the music, art, bus, and after school programs. There were sixty-two multiple choice items and two open-ended questions on the parent survey. There were forty-nine multiple choice items and two open-ended questions on the staff survey.</p> <ul style="list-style-type: none"> • April 2014 – Staff survey and family surveys conducted, open for a period of three weeks. One hundred sixty-two parents responded, representing two hundred forty-four children. Respondents included families of low-income students, Latino students, and students with special needs at a rate consistent with the number of students in the overall school population. Nineteen staff members took the surveys. • May 12, 2014 – SSC reviewed and discussed Family and Staff Survey data with Superintendent. LCAP reviewed vis a vis this data and how it will inform LCAP goals. • May 23, 2014 – Student survey administered in 5th and 6th grades to gather information on the school’s performance from the student perspective. The survey was in paper form and included both multiple-choice and open-ended questions. • June 2, 2014 – Draft LCAP Goals, Actions, and Budget that incorporate all input to date reviewed by SSC, with additional input gathered. • June 9, 2014 - Draft LCAP Goals and Draft LCAP Budget brought to the Board of Directors in a public hearing for input and review as two separate informational items. • June 23, 2014 – Final LCAP Goals and LCAP Budget brought to Board of Directors in public hearing for approval as two separate action items. This draft incorporates feedback from prior public hearing. 	<p>involved in the daily life of the school through volunteer opportunities</p> <ol style="list-style-type: none"> 4. Pupil Achievement <ul style="list-style-type: none"> • Elevate practice to meet the rigor of Common Core via professional development for teachers and aides on developing academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences. • Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups. • Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS (AMAO 1) • Support traditionally economically and educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college. • Continue to implement and refine Response to Intervention (RTI) program, to identify and serve students with Tier 1, 2, and 3 academic and social-emotional interventions (including services under 504 plans and IEPs, services for ELLs, services for Foster Youth, and services for students from low-income families). 5. Pupil Engagement <ul style="list-style-type: none"> • Students are supported in their social and emotional development and well-being, school engagement, and empowerment. 6. School Climate <ul style="list-style-type: none"> • Students are supported in their social and emotional development and well-being, school engagement, and empowerment.

Involvement Process	Impact on LCAP
	<ul style="list-style-type: none"> • Students will attend school at an average rate of 94% or higher. <p>7. Broad Course of Study</p> <ul style="list-style-type: none"> • Elevate practice to meet the rigor of Common Core via professional development for teachers and aides on developing academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences. • Local agri-business is integrated into the curriculum. <p>8. Pupil Outcomes</p> <ul style="list-style-type: none"> • Elevate practice to meet the rigor of Common Core via professional development for teachers and aides on developing academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences. • Local agri-business is integrated into the curriculum. • Support traditionally economically and educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.

Section 2: Goals and Progress Indicators

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for each state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.

Instructions: Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school’s budget that is submitted to the school’s authorizer

pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to "Engagement" (e.g., pupil and parent)?
- 4) What are the LEA's goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Curriculum requires review and subsequent supplementation and/or replacement to meet the rigor of Common Core State Standards (CCSS)</p> <p>Metric Curriculum Review of curriculum by School Site Council to determine percentage aligned to CCSS</p> <p>Instructional Practice</p>	<p>Goal 1: Identify, purchase, and train teachers in the use of Common Core aligned textbooks and curriculum materials for English Language Arts (ELA) and Math.</p>	All	School-wide	<p>Curriculum New CCSS aligned curriculum from McGraw Hill or comparable publisher will be implemented and reviewed to determine percentage aligned to Common Core, establishing baseline.</p> <p>Instructional Practice Teachers will receive training on Common Core curriculum</p>	<p>Curriculum Curriculum will be updated as needed to bring into alignment with CCSS, to a minimum of baseline + 5% or maximum of 100% alignment.</p> <p>Instructional Practice Teachers will receive ongoing professional development</p>	<p>Curriculum Curriculum will be updated as needed to bring into alignment with CCSS, to a minimum of baseline + 10% or maximum of 100% alignment.</p> <p>Instructional Practice Teachers will receive ongoing professional development</p>	<p>1. Quality Teachers, Curriculum, and Facility</p> <p>2. Alignment to Common Core Standards</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Percent of teachers on Teacher Survey who agree or strongly agree that they receive professional development that supports them in implementation of the CCSS					implementation through Insight Professional Development, then surveyed to determine the degree to which they feel professional development has supported their implementation of CCSS. This will establish the baseline .	and coaching to strengthen their implementation of Common Core, then surveyed to determine the degree to which they feel professional development has supported their implementation of CCSS with a goal of baseline + 1% (not to exceed 100%).	and coaching to strengthen their implementation of Common Core, then surveyed to determine the degree to which they feel professional development has supported their implementation of CCSS with a goal of baseline + 1% (not to exceed 100%).	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Instructional knowledge and practice need to be developed for teachers to understand and meet the rigor of the Common Core State Standards (CCSS), Next Generation Science Standards (NGSS), and California Content Standards (CCS)</p> <p>Metric CalMAPP Assessments</p>	<p>Goal 2: Provide targeted professional development for teachers and aides to increase academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences.</p> <p>This will result in increased student mastery for all students – those who struggle, those</p>	All	School-wide	<p><i>CalMAPP</i> Student assessments under CalMAPP will be analyzed to determine student levels of mastery to establish a baseline.</p> <p><i>Internal Benchmark Assessments</i> Student assessments will be analyzed to determine percent of</p>	<p><i>CalMAPP</i> Instructional practice will evolve and support students in increased levels of student mastery, resulting in performance at a minimum of baseline + 1% (not to exceed 100%)</p> <p><i>Internal Benchmark Assessments</i> Instructional practice will evolve and support students in</p>	<p><i>CalMAPP</i> Instructional practice will evolve and support students in increased levels of student mastery, resulting in performance at a minimum of baseline + 2% (not to exceed 100%)</p> <p><i>Internal Benchmark Assessments</i> Instructional practice will evolve and support students in</p>	<p>2. Alignment to Common Core</p> <p>4. Pupil Achievement</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
Internal Benchmark Data, utilizing Northwest Evaluation Association's (NWEA's) Measures of Academic Progress (MAP) or comparable assessment tool	who are high-achieving, those in applicable subgroups, and the general population as a whole.				students who met projected growth target to establish a baseline .	increased levels of student mastery, resulting in performance at a minimum of baseline + 1% (not to exceed 100%)	increased levels of student mastery, resulting in performance at a minimum of baseline + 2% (not to exceed 100%)	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Students who are from low-income families, are English Language Learners, and who are Latino are achieving at lower levels than their peers not in these subgroups as measured on 2012-13 STAR assessments.</p> <p>Metrics CalMAPP Assessments</p> <p>Internal Benchmark Data, utilizing NWEA MAP or</p>	<p>Goal 3: Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups.</p>	<p>Students who are socio-economically disadvantaged</p> <p>English Language Learners</p> <p>Students who are Latino</p>	School-wide		<p><i>CalMAPP</i> Student assessments under CalMAPP will be analyzed to determine student levels of mastery for each subgroup as compared to the general population to establish a baseline gap, if any.</p> <p><i>Internal Benchmark Assessments</i> Student</p>	<p><i>CalMAPP</i> Instructional practice will evolve and interventions will be targeted to increase levels of mastery for applicable subgroups, in turn decreasing the gap between subgroups and the general population to baseline gap - 1%.</p> <p><i>Internal Benchmark Assessments</i> Instructional</p>	<p><i>CalMAPP</i> Instructional practice will evolve and interventions will be targeted to increase levels of mastery for applicable subgroups, in turn decreasing the gap between subgroups and the general population to baseline gap - 2%.</p> <p><i>Internal Benchmark Assessments</i> Instructional</p>	<p>2. Alignment to Common Core Standards, with Support for Subgroups</p> <p>4. Pupil Achievement</p>

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
comparable assessment tool					assessments will be analyzed to determine percent of students who met projected growth target for applicable subgroups and the general population to establish a baseline gap , if any.	practice will evolve and interventions will be targeted to increase levels of mastery for applicable subgroups, in turn decreasing the gap between subgroups and the general population to baseline gap - 1% .	practice will evolve and interventions will be targeted to increase levels of mastery for applicable subgroups, in turn decreasing the gap between subgroups and the general population to baseline gap - 2% .	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Increased focus on English Language Development for English Language Learners, as identified by ELAC in needs assessment</p> <p>Metric State-adopted English Language Proficiency Assessment (CELDT, transitioning to ELPAC), utilizing data base to be determined that can disaggregate DECS data from RDUSD data.</p>	<p>Goal 4: Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS (AMAO 1)</p>	English Language Learners	School-wide		<p><i>English Language Proficiency Assessment</i> Data will be disaggregated from RDUSD then analyzed to determine percent of students reaching R-FEP within 5 years at DECS to establish baseline.</p>	<p><i>English Language Proficiency Assessment</i> Instructional practice and direct support in English Language Acquisition through GLAD and an Individualized Learning Block will advance the rate of acquisition, resulting in an increase of baseline + 1%. (Not to exceed 100%)</p>	<p><i>English Language Proficiency Assessment</i> Instructional practice and direct support in English Language Acquisition through GLAD and an Individualized Learning Block will advance the rate of acquisition, resulting in an increase of baseline + 2%. (Not to exceed 100%)</p>	<p>2. Alignment to Common Core Standards, with Support for Subgroups</p> <p>4. Pupil Achievement</p>

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Continually increase parent involvement and agency</p> <p>Metric Family Survey (i.e. percent of families that agree that they understand how resources are allocated, how DECS compares to other schools, and that they have opportunities to be involved in key decision making)</p>	<p>Goal 5: Increase family understanding of and involvement in strategic planning and school decision-making, as well as how to support their child through home school connections.</p>	All	School-wide		<p>Families will have increased opportunities to understand and be a part of strategic planning and decision-making, as well as to information on how to support their child through home school connections.</p> <p>Families will be surveyed to determine the degree to which they feel engaged and understand</p>	<p>Activities, information, and opportunities will continue to support family engagement and increase the percentage of families who feel actively engaged in the school by a minimum of baseline + 1%. <i>(up to 100%)</i></p>	<p>Activities, information, and opportunities will continue to support family engagement and increase the percentage of families who feel actively engaged in the school by a minimum of baseline + 2%. <i>(up to 100%)</i></p>	3. Parental Involvement

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
					how to support their child to establish the baseline.			

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Continually increase parent involvement in the daily life of the school</p> <p>Metric Family Volunteer Hours</p>	<p>Goal 6: Increase percentage of families that are actively involved in the daily life of the school through volunteer opportunities</p>	All	School-wide		<p>Families will have increased opportunities to volunteer at the school and class parent representatives will encourage and track family participation.</p> <p>Family volunteering will be tracked to determine percentage of families who meet suggested volunteer commitment to establish a baseline.</p>	<p>Families will continue to have opportunities to volunteer at the school, participation will be actively encouraged, and family participation will be tracked to monitor percentage of families who meet suggested volunteer commitment with a goal of increasing by a minimum of baseline + 1%. <i>(up to 100%)</i></p>	<p>Families will continue to have opportunities to volunteer at the school, participation will be actively encouraged, and family participation will be tracked to monitor percentage of families who meet suggested volunteer commitment with a goal of increasing by a minimum of baseline + 2%. <i>(up to 100%)</i></p>	3. Parental Involvement

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Continually support students' engagement and empowerment in the life of the school, along with social and emotional well-being.</p> <p>Metric 5th & 6th Grade Student Survey Family Survey (i.e. percent who feel the school supports social and emotional development, well-being, engagement,</p>	<p>Goal 7: Students are supported in their social and emotional development and well-being, school engagement, and empowerment. This will result in an attendance rate of 94% or higher.</p>	All	School-wide	<p>Students will be surveyed to determine the degree to which they feel socially and emotionally safe, engaged, and empowered at school to establish the baseline.</p> <p>Families will be surveyed to determine the degree to which they feel their child is socially and emotionally safe, engaged, and</p>	<p>Actions and services outlined in Table 3a will be provided to increase the degree to which students feel socially and emotionally safe, engaged, and empowered at school by a minimum of baseline + 1%. <i>(up to 100%)</i></p> <p>Actions and services outlined in Table 3a will be provided to increase the</p>	<p>Actions and services outlined in Table 3a will be provided to increase the degree to which students feel socially and emotionally safe, engaged, and empowered at school by a minimum of baseline + 2%. <i>(up to 100%)</i></p> <p>Actions and services outlined in Table 3a will be provided to increase the</p>	<p>5. Student Engagement</p> <p>6. School Climate</p>	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
empowerment) Attendance Data					empowered at school to establish the baseline . Student attendance rate will increase from 2012-13 baseline of 92% to a minimum of baseline +.5% up to 94%	degree to which families feel their student is socially and emotionally safe, engaged, and empowered at school by a minimum of baseline + 1%. <i>(up to 100%)</i> Student attendance rate will increase from 2012-13 baseline of 92% to a minimum of baseline +1% up to 94%	degree to which families feel their student is socially and emotionally safe, engaged, and empowered at school by a minimum of baseline + 2%. <i>(up to 100%)</i> Student attendance rate will increase from 2012-13 baseline of 92% to a minimum of baseline +1.5% up to 94%	

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Continue to align curriculum with the local environment and economy to promote college and career readiness</p> <p>Metric Review of curriculum by School Site Council to determine percent of grade level curriculums that have local agribusiness integrated</p>	<p>Goal 8: Local agri-business is integrated into the curriculum</p>	All	School-wide		<p>Learning Garden Coordinator will determine percentage of grade levels that include agri-business integration in the curriculum, establishing baseline.</p>	<p>Curriculum will be updated as needed to increase percentage of grade levels that include agri-business integration in the curriculum, to a minimum of baseline + 5% or maximum of <i>100% alignment</i>.</p>	<p>Curriculum will be updated as needed to increase percentage of grade levels that include agri-business integration in the curriculum, to a minimum of baseline + 10% or maximum of <i>100% alignment</i>.</p>	<p>7. Broad Course of Study</p> <p>8. Pupil Outcomes</p>

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.)
	Description of Goal	Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.)	School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.)		Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<p>Need Traditionally economically and educationally disadvantaged students are at a statistical disadvantage in terms of college consciousness, readiness, and financial ability to attend per national reports.</p> <p>Metric Participation rates in Reservation for College (RFC) program for 4th, 5th and 6th grade students.</p>	<p>Goal 9: Support traditionally economically and educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.</p>	<p>Students who are socio-economically disadvantaged</p> <p>English Language Learners</p> <p>Students who are Latino</p>	School-wide		<p>4th, 5th and 6th grade student participation in the Reservation for College (RFC) program will be facilitated to maximize participation and monitored to establish a baseline.</p>	<p>4th, 5th and 6th grade student participation in the Reservation for College (RFC) program will be continue to be facilitated to maximize participation and monitored to support an increase of baseline + 5% (up to 100%).</p>	<p>4th, 5th and 6th grade student participation in the Reservation for College (RFC) program will be continue to be facilitated to maximize participation and monitored to support an increase of baseline + 10% (up to 100%).</p>	<p>4. Student achievement</p> <p>8. Pupil Outcomes</p>

Section 3: Actions, Services, and Expenditures

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

Instructions: Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA’s budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA’s budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?

- 7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA’s budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Goal 1: Identify, purchase, and train teachers in the use of Common Core State Standards (CCSS) aligned textbooks and curriculum materials for English Language Arts (ELA) and Math.</p>	<p>1. Quality Teachers, Curriculum, and Facility</p> <p>2. Alignment to Common Core Standards, with support for ELLs and other applicable subgroups</p>	<p>Curriculum</p> <p>1a. Purchase and implement McGraw Hill or comparable CCSS aligned curriculum in ELA and Math</p> <p>1b. Purchase Chrome books to access online resources from curriculum publisher, as well as other sources in support of CCSS curriculum</p> <p>1c. Pilot online coursework from curriculum publisher with 4th grade class, utilizing Chrome Books</p> <p>1d. Assess bandwidth readiness to determine viability of utilizing online curriculum resources across all grades</p>	School-wide		<p>Curriculum McGraw Hill or comparable ELA and Math Curriculum Item: 431004 \$9,235</p> <p>Chrome Books Item: 440000 \$4,186</p> <p>Instructional Practice Professional Development Item: 588000 \$6,017</p>	<p>Curriculum Textbooks, Books, and Other Curricula Materials Item: 431004 \$7,128</p> <p>Chrome Books Item: 440000 \$8,773</p> <p>Instructional Practice Professional Development Item: 588000 \$TBD (based on need identified in annual teacher survey)</p>	<p>Curriculum Textbooks, Books, and Other Curricula Materials Item: 431004 \$8,655</p> <p>Chrome Books Item: 440000 \$10,652</p> <p>Instructional Practice Professional Development Item: 588000 \$TBD (based on need identified in annual teacher survey)</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p>1e. Monitor curriculum alignment to CCSS through annual review, to ensure continued alignment and to make additional purchases and/or modifications as needed</p> <p><i>Instructional Practice</i></p> <p>1f. Provide Professional Development via Insight Professional Development or comparable provider for teachers in both understanding the CCSS and utilizing new textbooks and curriculum materials to deepen student learning.</p> <p>1g. Provide ongoing professional development and coaching to support continued implementation and refinement of practice in alignment with the CCSS.</p>					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Goal 2: Provide targeted professional development for teachers and aides to increase academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences, resulting in increased student mastery.</p> <p>This will result in increased student mastery for all students – those who struggle, those who are high-</p>	<p>1. Quality Teachers, Curriculum, and Facility</p> <p>2. Alignment to Common Core, with support for ELLs and other applicable subgroups</p> <p>4. Pupil Achievement</p>	<p>2a. Provide Professional Development via Insight Professional Development or comparable provider for teachers in both understanding the CCSS and utilizing new textbooks and curriculum materials to deepen student learning in ELA and Math.</p> <p>2b. Provide training in Guided Language Acquisition Design (GLAD) for teachers new to DECS and/or previously untrained, as a framework for instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.</p> <p>2c. Provide Beginning Teacher Support and Assessment (BTSA) to all teachers holding a preliminary credential as needed to keep them on course to clear their</p>	<p>School-wide</p> <p>English Language Learners</p>		<p>Professional Development Item: 588000 Funded in Goal 2</p> <p>GLAD Professional Development Item: 588000 \$785</p> <p>BTSA Training Item: 588000 \$471</p> <p>NWEA MAP assessment license (or comparable tool) Item: 431004 \$1,005</p> <p>Chrome Books for administration of internal assessments</p>	<p>Professional Development Item: 588000 Funded in Goal 2</p> <p>GLAD Professional Development Item: 588000 \$1,645</p> <p>BTSA Training Item: \$987</p> <p>NWEA MAP assessment license (or comparable tool) Item: 431004 \$2,105</p> <p>Chrome Books for administration of internal assessments</p>	<p>Professional Development Item: 588000 Funded in Goal 2</p> <p>GLAD Professional Development Item: 588000 \$1,997</p> <p>BTSA Training Item: \$1,198</p> <p>NWEA MAP assessment license (or comparable tool) Item: 431004 \$2,556</p> <p>Chrome Books for administration of internal assessments</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
achieving, those in applicable subgroups, and the general population as a whole.		<p>credential during the term of their licensure.</p> <p>2d. Provide ongoing professional development, coaching, observation and feedback to support continued implementation and refinement of practice in alignment with the CCSS in ELA and Math and in the utilization of GLAD in science and social studies.</p> <p>2e. Purchase and utilize NWEA MAP, or comparable assessment tool, to monitor student mastery and trajectories, making adjustments to instruction and interventions to support students in meeting projected growth targets.</p> <p>2f. Differentiate instruction to ensure that all students are accelerating at optimal pace - those who struggle, those who are high-achieving, those</p>			<p>Item: 440000 Funded in Goal 1</p> <p>Addition of Assistant Principal Item: 130000 \$20,014</p>	<p>Item: 440000 Funded in Goal 1</p> <p>Continue Assistant Principal Item: 130000 \$41,945</p>	<p>Item: 440000 Funded in Goal 1</p> <p>Continue Assistant Principal Item: 130000 \$50,930</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		in applicable subgroups, and the general population as a whole.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Goal 3: Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups.</p>	<p>2. Alignment to Common Core, with support for ELLs and other applicable subgroups</p> <p>4. Pupil Achievement</p>	<p>3a. Hire a new Learning Center Coordinator with skill set and expertise to monitor academic and social-emotional data within a Response to Intervention (RTI) model to coordinate services for all students as needed, with a focus on students within each of the subgroups. Service coordination includes but is not limited to:</p> <ul style="list-style-type: none"> Coaching classroom teachers on appropriate accommodations (Tier 1) Coordinating push-in support for small groups and individual students Coordinating pull out services for small groups and individual students (Tier 3) <p>3b. Learning Center Director monitors data for each applicable subgroup of students to ensure progress of these subgroups at or above the pace of the general</p>	<p>School-wide</p> <p>Students from low-income families</p> <p>Students who are English Language Learners (ELLs)</p> <p>Students who are Latino</p>		<p>Increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise Item: 110000 \$1,014</p> <p>NWEA MAP, or comparable assessment tool, license Item: 431004 Funded in Goal 2</p>	<p>Maintain increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise Item: 110000 \$2,125</p> <p>NWEA MAP, or comparable assessment tool, license Item: 431004 Funded in Goal 2</p>	<p>Maintain increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise Item: 110000 \$2,580</p> <p>NWEA MAP, or comparable assessment tool, license Item: 431004 Funded in Goal 2</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		population adjusting resources as needed to meet this goal.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Goal 4: Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS (AMAO 1)</p>	<p>2. Alignment to Common Core, with support for ELLs and other applicable subgroups</p> <p>4. Pupil Achievement</p>	<p>4a. Administer English Language Proficiency Assessments (CELDT, transitioning to ELPAC) and disaggregate data from River Delta Unified School District (RDUUSD) to identify reclassification rates for English Language Learners at DECS</p> <p>4b. Monitor language development of ELLs using disaggregated data, adjusting supports as needed to achieve optimal trajectory</p> <p>4c. Provide an Individualized Learning Block to provide targeted small group systematic ELD instruction for ELLs at their level, utilizing classroom teachers and aides to reduce group size</p> <p>4d. Provide training in Guided Language Acquisition Design (GLAD) for teachers new to DECS, as a framework for</p>	School-wide		<p>GLAD Professional Development Item: 588000 Funded in Goal 2</p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. Item: 110000, 210000 \$3,924</p>	<p>GLAD Professional Development Item: 588000 Funded in Goal 2</p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. Item: 110000, 210000 \$8,224</p>	<p>GLAD Professional Development Item: 588000 Funded in Goal 2</p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. Item: 110000, 210000 \$9,986</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Goal 5: Increase family understanding of and involvement in strategic planning and school decision-making, as well as how to support their child through home school connections.</p>	<p>3. Parental Involvement</p>	<p>5a. Hold an annual open house prior to the school opening, in which food is served and families are welcome to visit classrooms, meet teachers, and provided information on the curriculum.</p> <p>5b. Continue to maintain multiple access points throughout the year for family involvement, including but not limited to Parent-Teacher Conferences, Parent Teacher Committee (PTC), English Learner Advisory Committee (ELAC), School Site Council (SSC), Board Meetings, and Family Learning Nights</p> <p>5c. Purchase and utilize school-home connection resources from McGraw Hill curriculum, or comparable curriculum publisher, designed to increase parent access to information about</p>	<p>School-wide</p>		<p>Family Learning Events No additional cost</p> <p>On Site Computer Access for Families Item: 435000 \$92</p>	<p>Family Learning Events No additional cost</p> <p>On Site Computer Access for Families Item: 435000 \$192</p>	<p>Family Learning Events No additional cost</p> <p>On Site Computer Access for Families Item: 435000 \$233</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		the school, curriculum, and their child's achievement. Interface is available for computers and smart phones, and computer access will also be available on campus for families who cannot access at home.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Goal 6: Increase percentage of families that are actively involved in the daily life of the school through volunteer opportunities</p>	<p>3. Parental Involvement</p>	<p>6a. Enlist Class Parent Representatives to monitor volunteer time of parents in their class.</p> <p>6b. Provide a variety of opportunities to volunteer, in which parents can actively contribute to the life of the school</p>	<p>School-wide</p>		<p>Family Volunteer Opportunities No additional cost</p>	<p>Family Volunteer Opportunities No additional cost</p>	<p>Family Volunteer Opportunities No additional cost</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Goal 7: Students are supported in their social and emotional development and well-being, school engagement, and empowerment.</p>	<p>5. Student Engagement 6. School Climate</p>	<p>7a. Establish a Student Council, to increase student voice and empowerment in planning and decision-making</p> <p>7b. Continue weekly class meetings on Fridays, to actively solicit student input on strengths and challenges in the daily life of the school</p> <p>7c. Pursue a counseling Intern, to increase access to social and emotional therapy for small groups and individual students</p> <p>7d. Utilize peer mediation as a strategy for empowering students in resolving challenges as they arise</p> <p>7e. Provide training in Guided Language Acquisition Design (GLAD) for teachers new to DECS and/or previously untrained, utilizing the strategies embedded for development of student</p>	School-wide		<i>No additional cost</i>	<i>No additional cost</i>	<i>No additional cost</i>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		engagement as a framework for instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.					

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Goal 8: Local agri-business is integrated into the curriculum	7. Broad Course of Study 8. Pupil Outcomes	8a. Create a Learning Garden Organizer position 8b. Align art program to agri-business program at learning garden 8c. Learning Garden Organizer conducts community outreach with local agribusiness, supports with curriculum development, and trains teachers	School-wide		Addition of 0.1 FTE for Learning Garden Organizer Item: 110000 \$2,355	Continue addition of 0.1 FTE for Learning Garden Organizer Item: 110000 \$4,935	Continue addition of 0.1 FTE for Learning Garden Organizer Item: 110000 \$5,992

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Goal 9: Support traditionally economically and educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.	7. Broad Course of Study 8. Pupil Outcomes	9a. Increase college-readiness through use of the Reservation for College (RFC) program, developed by the UC Davis Academic Preparation Programs (APP), for all students and in particular students who are socio-economically disadvantaged, are English Language Learners, and are Latino.	School-wide		Transportation for 6 th Grade College Visits Item: 432504 \$69	Transportation for 6 th Grade College Visits Item: 432504 \$144	Transportation for 6 th Grade College Visits Item: 432504 \$175

- B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

The following goals, actions and service, and expenditures are specific to serving DECS's students who are from low-income families and/or are English Language Learners. These goals, actions and services, and expenditures are part of a holistic plan developed by DECS to meet the eight state priorities as well as target funds under LCFF to support our applicable sub-groups. As part of the holistic plan, they appear in Table 3a. Then, we have pulled out those items specific to these populations in Table 3b in order to be transparent with school-wide versus targeted funding of actions and services. As such, these are not "in addition" to those itemized in Table 3a but rather a subset of Table 3a that shows actions and services targeted specifically in support of these subgroups (in addition to school-wide actions and services to support them).

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
For low income pupils:							
Goal 3: Close the achievement gap between students who are from low-income families, are English Language	2. Alignment to Common Core, with support for ELLs and other applicable subgroups 4. Pupil Achievement	For low income pupils: 3a. Hire a new Learning Center Coordinator with skill set and expertise to monitor academic and social-emotional data within a Response to Intervention (RTI)	School-wide		Increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise Item: 110000 \$1,014	Maintain increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise Item: 110000	Maintain increase in Learning Center Coordinator salary to reflect higher level of responsibility and requisite expertise Item: 110000

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>Learners, and who are Latino and their peers not in these subgroups.</p> <p>Goal 5: Increase family understanding of and involvement in strategic planning and school decision-making, as well as how to support their child through home school connections.</p>		<p>model to coordinate services for all students as needed, with a focus on students within each of the subgroups. Service coordination includes but is not limited to:</p> <ul style="list-style-type: none"> Coaching classroom teachers on appropriate accommodations (Tier 1) Coordinating push-in support for small groups and individual students Coordinating pull out services for small groups and individual students (Tier 3) <p>3b. Learning Center Director monitors data for each applicable subgroup of students to ensure progress of these subgroups at or above the pace of the</p>			<p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <i>Item: 110000, 210000</i> \$3,924</p> <p>Family Learning Events <i>No additional cost</i></p> <p>On Site Computer Access for Families <i>Item: 435000</i> \$92</p>	<p>\$2,125</p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <i>Item: 110000, 210000</i> \$8,224</p> <p>Family Learning Events <i>No additional cost</i></p> <p>On Site Computer Access for Families <i>Item: 435000</i> \$192</p>	<p>\$2,580</p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. <i>Item: 110000, 210000</i> \$9,986</p> <p>Family Learning Events <i>No additional cost</i></p> <p>On Site Computer Access for Families <i>Item: 435000</i> \$233</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p>general population adjusting resources as needed to meet this goal.</p> <p>5c. Purchase and utilize school-home connection resources from McGraw Hill curriculum, or comparable curriculum publisher, designed to increase parent access to information about the school, curriculum, and their child's achievement. Interface is available for computers and smart phones, and computer access will also be available on campus for families who cannot access at home.</p>					
Goal 9: Support traditionally economically and	7. Broad Course of Study 8. Pupil	9a. Increase college-readiness through use of the Reservation for College (RFC) program, developed by the UC	School-wide		Transportation for 6 th Grade College Visits Item: 432504 \$69	Transportation for 6 th Grade College Visits Item: 432504 \$144	Transportation for 6 th Grade College Visits Item: 432504 \$175

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
educationally disadvantaged students in development of college consciousness, college readiness, and access to financial options to attend college.	Outcomes	Davis Academic Preparation Programs (APP), for all students and in particular students who are socio-economically disadvantaged, are English Language Learners, and are Latino.					
For English learners:							
Goal 2: Provide targeted professional development for teachers and aides to increase academic rigor, conceptual understanding, and critical thinking in math, ELA, science, and social sciences,	2. Alignment to Common Core, with support for ELLs and other applicable subgroups 4. Pupil Achievement	For English learners: 2b. Provide training in Guided Language Acquisition Design (GLAD) for teachers new to DECS and/or previously untrained, as a framework for instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.	School-wide		GLAD Professional Development Item: 588000 \$785 Addition of Assistant Principal Item: 130000 \$20,014 Increase in Learning Center Coordinator salary to reflect higher level of	GLAD Professional Development Item: 588000 \$1,645 Continue Assistant Principal Item: 130000 \$41,945 Maintain increase in Learning Center Coordinator salary to reflect	GLAD Professional Development Item: 588000 \$1,997 Continue Assistant Principal Item: 130000 \$50,930 Maintain increase in Learning Center Coordinator salary to reflect

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>resulting in increased student mastery.</p> <p>Goal 3: Close the achievement gap between students who are from low-income families, are English Language Learners, and who are Latino and their peers not in these subgroups.</p> <p>Goal 4 Increase percentage of students reclassified from ELL to R-FEP within 5 years at DECS</p>		<p>2d. (and 4d.) Provide ongoing professional development, coaching, observation and feedback to support continued implementation and refinement of practice in alignment with the CCSS in ELA and Math and in the utilization of GLAD in science and social studies.</p> <p>3a. Hire a new Learning Center Coordinator with skill set and expertise to monitor academic and social-emotional data within a Response to Intervention (RTI) model to coordinate services for all students as needed, with a focus on students within each of the subgroups. Service coordination includes but is not limited to:</p>			<p>responsibility and requisite expertise Item: 110000 Funded in Goal 3 Services for Low Income Students</p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. Item: 110000, 210000 Funded in Goal 4 Services for Low Income Students</p>	<p>higher level of responsibility and requisite expertise Item: 110000 Funded in Goal 3 Services for Low Income Students</p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. Item: 110000, 210000 Funded in Goal 4 Services for Low Income Students</p>	<p>higher level of responsibility and requisite expertise Item: 110000 Funded in Goal 3 Services for Low Income Students</p> <p>Instructional Aides during Individualized Learning Block to support targeted, small group instruction. Item: 110000, 210000 Funded in Goal 4 Services for Low Income Students</p>

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
(AMAO 1)		<ul style="list-style-type: none"> • Coaching classroom teachers on appropriate accommodations (Tier 1) • Coordinating push-in support for small groups and individual students • Coordinating pull out services for small groups and individual students (Tier 3) <p>3b. Learning Center Director monitors data for each applicable subgroup of students to ensure progress of these subgroups at or above the pace of the general population adjusting resources as needed to meet this goal.</p> <p>4a. Administer English Language Proficiency Assessment (CELDT,</p>					

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		<p>transitioning to ELPAC) and disaggregate data from River Delta Unified School District (RDUSD) to identify reclassification rates for English Language Learners at DECS</p> <p>4b. Monitor language development of ELLs using disaggregated data, adjusting supports as needed to achieve optimal trajectory</p> <p>4c. Provide an Individualized Learning Block to provide targeted small group systematic ELD instruction for ELLs at their level, utilizing classroom teachers and aides to reduce group size</p> <p>4d. Provide training in Guided Language</p>					

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		Acquisition Design (GLAD) for teachers new to DECS, as a framework for instruction in Science and Social Studies that supports all students and in particular ELLs in accessing content and articulating their understanding.					
For foster youth: DECS has a population of less than 15 Foster Youth, making this not an applicable subgroup for reporting at this time.							
		For foster youth:					
For redesignated fluent English proficient pupils:							
See ELL	See ELL	For redesignated fluent English proficient pupils: See ELL			See ELL	See ELL	See ELL

- C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

The LCFF Target Supplemental & Concentration Grant Funding in FY 14-15 is \$172,653. After identifying \$1,000 in FY 13-14 expenditures which support and serve our populations of unduplicated students, and given the 28.05% GAP Funding Rate, the Estimated Additional Supplemental & Concentration Grant Funding for FY 2014-15 is **\$49,166**.

DECS is utilizing these funds to provide the following services specifically for these student populations:

- **GLAD Training**, to support teachers in delivering instruction that supports ELLs in accessing content and expressing their understanding in the core classroom curriculum. **\$785**
- **Individualized Learning Block**, to provide Systematic English Language Development for ELLs and targeted supports for non-ELL students who are Latino and/or students who are from low-income families. **\$3,924**
- **Computer Access on site for families**, to access and leverage school home connection capabilities of McGraw Hill curriculum. **\$92**
- **Increase college-readiness**, through use of the Reservation for College (RFC) program, developed by the UC Davis Academic Preparation Programs (APP), for all students and in particular students who are socio-economically disadvantaged, are English Language Learners, and are Latino. **\$69**

DECS is also utilizing funds to provide the following services school-wide, with the goal of supporting all students and specifically these subgroups:

- **Professional Development**, to support teachers in utilizing new curriculum and developing instructional practices in alignment with the Common Core State Standards (CCSS). **\$6,017**
- **BTSA Training**, to support new teachers in serving all students and in being able to differentiate for students based on assessed needs. **\$471**
- **Addition of Assistant Principal**, to provide increased capacity to both monitor achievement of subgroups and provide individualized coaching and support of teachers in instruction to better serve these populations. **\$20,014**
- **Increase in Learning Center Coordinator requisite skills**, to provide increased capacity to both monitor achievement of subgroups and provide individualized interventions to better serve these populations. **\$1,014**
- **NWEA MAP Assessment and Chrome Books**, to provide formative assessment data that informs instruction and intervention to remediate gaps between subgroups should they arise. **\$4,186** for Chromebooks, **\$1,005** for NWEA MAP.

- **Learning Garden Coordinator**, to support integration of agri-business to increase college and career readiness. **\$2,355**
- **Common Core Aligned Curriculum**, to elevate instructional practice and increase alignment to Common Core and ELD Standards. **\$9,235**

D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

DECS identified a Minimum Proportionality Percentage (MPP) requirement of **2.11%**. The MPP will be met through increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils. These include but are not limited to: an Individualized Learning Block to provide targeted English Language Development and/or intervention services as needed, training for all teachers to support English Language Learners within the sheltered English immersion classroom, Response to Intervention services to provide targeted push-in and pull-out supports to ensure all students develop at their optimal pace, increased administrative capacity to monitor subgroup performance and coach teachers as necessary to close gaps, on-site computer access for families to address the digital divide and support families in accessing information on their child's education, and a college visitation program for 4th, 5th and 6th graders to develop awareness and understanding of college as a part of their future. The numbers generated in Table 3b for 2014-15, 2015-16, and 2016-17 are reflective of this increase in funding.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

Appendix F-1

**BYLAWS
OF
LEADERS & SCHOLARS, INC.
(A California Nonprofit Public Benefit Corporation)**

**ARTICLE I
NAME**

Section 1. NAME. The name of this corporation is Leaders & Scholars, Inc.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is located at 36230 North School Street, Clarksburg, CA 95612. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to operate exclusively for the benefit of, to perform the functions of, or to carry out the purposes of River Charter Schools (formerly known as Friends of Clarksburg Schools). Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

Specifically, the public and charitable purposes of the Corporation are to direct attention and effort toward providing funding to support the educational purposes of River Charter Schools and the development of other charter schools that may later be formed. The primary recipient of donations shall be River Charter Schools.

If River Charter Schools (a) shall cease to be an organization described in Internal Revenue Code sections 170(b)(1)(A)(iv), 501(c)(3), and 509(a)(1) or 509(a)(2), or (b) shall substantially abandon the charitable and educational purposes that this corporation is organized to support, the directors shall designate a publicly supported educational or charitable organization as described in Internal Revenue Code sections 170(b)(1)(A), 501(c)(3), and 509(a)(1) or 509(a)(2), in substitution for River Charter Schools, for purposes of Article II of the Articles of Incorporation and Section 1 of this Article.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context states otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject

to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (referred to herein as the "Board of Directors" or the "Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

1. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require them security for faithful service.
2. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.
3. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
4. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. **DIRECTORS AND TERMS.** The number of directors shall be no less than two (2) and no more than seven (7). For purposes of ensuring that the Corporation aligns its goals and objectives with educational mission and goals of River Charter Schools, all of the directors shall be appointed by the existing River Charter Schools Board of Directors. All Directors are designated at the Corporation's annual meeting of the Board of Directors.

Section 4. **RESTRICTION ON INTERESTED PERSONS AS DIRECTORS.** No more than 49 percent of the persons serving on the Board of Directors may be "interested persons." An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest, however, any violation of this Section shall not affect the validity or enforceability of transactions entered into by the Corporation.

Section 5. DIRECTORS TERM. Each director shall hold office for two (2) years and until a successor director has been designated and qualified.

Section 6. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the River Charter Schools Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the River Charter Schools Board of Directors, at any meeting of the River Charter Schools Board of Directors at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 7. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President or the Secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the River Charter Schools Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 8. REMOVAL OF DIRECTORS. Directors may only be removed by the River Charter Schools Board of Directors. The Charter School's Board of Directors may remove a director with or without cause, by an affirmative vote of the majority of the River Charter Schools Board of Directors at a duly held meeting at which a quorum is present.

Section 9. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 10. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors shall be filled by the River Charter Schools Board of Directors.

Section 11. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any director's being removed before his or her term of office expires.

Section 12. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting.

Section 13. MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT. Any Board of Directors meeting may be held by conference telephone, video

screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

- (a) Each member participating in the meeting can communicate concurrently with all other members.
- (b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.
- (c) The Board of Directors has adopted and implemented a means of verifying both of the following:
 - (1) A person communicating by telephone, video screen, or other communications equipment is a director entitled to participate in the Board of Directors meeting.
 - (2) All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.

Section 14. ANNUAL AND REGULAR MEETINGS. Regular, annual, special and emergency meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors. The Board of Directors shall hold an annual meeting for purposes of organization, election of officers, and transaction of other business. Notice of this meeting is not required if conducted pursuant to these bylaws.

Section 15. AUTHORITY TO CALL SPECIAL MEETINGS. Special and emergency meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board, if any, the President or any Vice-President, the Secretary, or any two Directors but may only be conducted if two-thirds of the Board of Directors vote that a situation warranting a special or emergency meeting exists.

Section 16. NOTICE OF MEETINGS. Regular meetings of the Board may be held without notice if conducted pursuant to these Bylaws. Special meetings of the Board shall be held upon four (4) days written notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, facsimile, or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the Corporation. Notice of time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office and the business to be transacted at the meeting.

Section 17. **WAIVER OF NOTICE AND CONSENT TO HOLD MEETINGS.** The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with corporate records or made a part of the minutes of the meeting.

Section 18. **ACTION WITHOUT MEETING.** Any action that the Board is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action; provided, however, that the consent of any director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in Corporations Code section 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

Section 19. **QUORUM.** A majority of the directors then in office shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the Board, and (d) indemnification of directors.

Section 20. **ADJOURNMENT.** A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 21. **COMPENSATION AND REIMBURSEMENT.** Directors shall serve without compensation except that directors may receive such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 2 of this Article. Directors may not be compensated for rendering services to the Corporation in any capacity other than director unless such compensation is reasonable and is allowable under the provisions of Section 4 of this Article.

Section 22. **CREATION OF POWERS OF COMMITTEES.** The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of

the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors resolution, except that no committee may:

- (a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- (b) Fill vacancies on the Board of Directors or any committee of the Board;
- (c) Fix compensation of the directors for serving on the Board of Directors or on any committee;
- (d) Amend or repeal bylaws or adopt new bylaws;
- (e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable;
- (f) Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- (g) Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected;
- (h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

Section 23. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other Board of Directors' actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 24. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

ARTICLE VIII

OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of this corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation, at the Board's direction, may also have a chairman of the Board, one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation, except any appointed under Article VIII, Section 4, of these bylaws, shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **APPOINTMENT OF OTHER OFFICERS.** The Board of Directors may appoint and authorize the chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. **CHAIRMAN OF THE BOARD.** If a chairman of the Board of Directors is elected, he or she shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws.

Section 9. **PRESIDENT.** Subject to such supervisory powers as the Board of

Directors may give to the chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all members' meetings and, in the absence of the chairman of the Board, or if none, at all Board of Directors meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of members' meetings. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; the names of persons present at Board of Directors and committee meetings; and the number of members present or represented at members' meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members, of the Board, and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or by bylaws may require.

Section 12. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the President, chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. **CONTRACTS WITH DIRECTORS AND OFFICERS.** No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless (a) the material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board of Directors prior to the Board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XI INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code section 5238(a), including persons formerly occupying any such positions,

against all expenses, judgments, fines, paying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238(b) or section 5238(c) the Board of Directors shall promptly decide under Corporations Code section 5238(e) whether the applicable standard of conduct set forth in Corporations Code section 5238(b) or section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XII INSURANCE

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

ARTICLE XIII MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- (a) Adequate and correct books and records of account;
- (b) Written minutes of the proceedings of its members, Board, and committees of the Board; and
- (c) Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the members, the Board of Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by the member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the article of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XV REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to the Board of Directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The corporation's expenses or disbursement for both general and restricted purposes;
- (e) Any information required under these bylaws; and
- (f) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all members, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each member and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an “interested person” had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an “interested person” is either:
 - (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XI of these Bylaws.

ARTICLE XVI EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

Section 1. EXECUTION OF INSTRUMENTS. The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. CHECKS AND NOTES. Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the President of the Corporation.

Section 3. DEPOSITS. All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. GIFTS. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for charitable or public purposes of this Corporation.

ARTICLE XVII

BYLAW AMENDMENTS

The Board of Directors may adopt, amend or repeal any of these Bylaws, except Article III, Sections 3, 10, and 12 of Article VII, and Article XVII, by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. Article III, Sections 3, 10 and 12 of Article VII and Article XVII can only be amended by an affirmative vote of the majority of the River Charter Schools Board of Directors at a duly held meeting at which a quorum is present.

ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Leaders & Scholars, Inc., a California nonprofit public benefit corporation; that these bylaws, consisting of 15 pages, are the bylaws of this corporation as adopted by the River Charter Schools Board of Directors on August 7, 2017 and the Leaders & Scholars, Inc. Board of Directors on June 28, 2017; and that these bylaws have not been amended or modified since that date.

Executed on June 28, 2017 at Clarksburg, California.


Warren Bogle, Secretary

**OPERATING AGREEMENT
OF
LEADERS & SCHOLARS, LLC.
a California limited liability company**

TABLE OF CONTENTS

ARTICLE I ORGANIZATION.....	4
1.1 Formation.....	4
1.2 Name.....	4
1.3 Agent for Service of Process.....	4
1.4 Principal Place of Business.....	4
1.5 Term.....	5
1.6 Purpose.....	5
1.7 Tax Status.....	5
ARTICLE II MEMBERSHIP.....	5
2.1 Admission.....	5
2.2 Membership Interest.....	5
2.3 Capital Contributions.....	5
2.4 Limited Liability.....	5
ARTICLE III MANAGEMENT.....	6
3.1 Management.....	6
3.2 Meetings.....	7
ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS.....	7
4.1 Allocations.....	8
4.2 Distributions.....	8
ARTICLE V COMPANY ADMINISTRATION.....	
5.1 Books and Records.....	8
5.2 Accounting.....	8
5.3 Banking.....	9
5.4 Assets.....	9
ARTICLE VI TRANSFERS.....	
6.1 Transfers.....	9
6.2 Duties of Substituted Member.....	9
6.3 Non-Qualifying Organizations.....	9
ARTICLE VII INDEMNIFICATION.....	9
ARTICLE VIII DISSOLUTION.....	
8.1 Events of Dissolution.....	10
8.2 Winding Up.....	10
8.3 Distribution of Assets.....	10
8.4 Limitation of Distribution of Assets.....	10
ARTICLE IX GENERAL.....	
9.1 Amendment.....	10

9.2 Merger.....	11
9.3 Binding Agreement.....	11
9.4 Headings.....	11
9.5 Number and Gender.....	11
9.6 Severability.....	11
9.7 References to this Agreement.....	11
9.8 Parties in Interest.....	11
.....	
9.9 Entire Agreement.....	11
9.10 Counterparts.....	12
9.11 Governing Law.....	12

OPERATING AGREEMENT

OF

LEADERS & SCHOLARS, LLC.

a California limited liability company

THIS OPERATING AGREEMENT is made effective as of April 2, 2014, by Leaders & Scholars, Inc., a California nonprofit public benefit corporation (the “Sole Member”), and is made with reference to the following:

A. The Sole Member desires to form a limited liability company under and pursuant to the California Revised Uniform Limited Liability Company Act set forth in California Corporations Code sections 17701.01-17713.13, as amended from time to time (the “Act”).

B. Articles of Organization for Leaders & Scholars, LLC. (the “Company”) were filed with the California Secretary of State on April 2, 2014.

C. The Sole Member establishes this Operating Agreement in order to complete the organization of the Company and provide for the governance of the Company and the conduct of the Company’s business.

NOW, THEREFORE, the Sole Member declares the following to be the Operating Agreement (“Agreement”) of the Company:

**ARTICLE I
ORGANIZATION**

1.1 Formation. The Sole Member has caused the Articles of Organization to be filed with the California Secretary of State, and the formation of the Company shall be effective as of the date of said filing.

1.2 Name. The name of the Company is Leaders & Scholars, LLC. The Company shall conduct its business and affairs under said name or such other name as the Sole Member may determine from time to time.

1.3 Agent for Service of Process. The name and address for the agent for service of process on the Company is Paul C. Minney, 701 University Ave., Ste. 150, Sacramento, California 95825. The Sole Member may from time to time change the Company’s agent for service of process.

1.4 Principal Place of Business. The principal office of the Company shall be located at 36230 North School Street, Clarksburg, California 95612, or at such other place as the Sole Member may determine from time to time.

1.5 Term. The term of the Company shall commence on the filing of the Articles of Organization with the California Secretary of State and shall continue until the Company is dissolved and wound-up and liquidated pursuant to this Agreement or by operation of law.

1.6 Purpose. The Company is organized and will operate:

(a) for the specific purpose of holding one or more leasehold estates (the "Property"), managing, operating, leasing and otherwise dealing with the Property and collecting the income therefrom and turning over the entire amount of said income, less expenses and expenditures, to the Sole Member, which is an organization exempt from federal income tax under Internal Revenue Code §501(c)(3) and from state corporate tax under California Revenue and Taxation Code §23701d.

(b) the Company is organized and operated to further the charitable and/or educational purpose of Leaders & Scholars, Inc., a California non-profit public benefit corporation;;

(c) the Company is organized and operated exclusively for charitable purposes;

(d) the Company is operated exclusively to further the exempt purpose(s) as specified in California Revenue and Taxation Code Section 214; and

(e) to do any and all things and to engage in any and all other activities and transactions necessary, convenient, appropriate or incidental to the accomplishment of the foregoing purposes or otherwise for the protection and benefit of the Company.

Notwithstanding the foregoing and any other provisions of this Agreement, the actions, activities and transactions of the Company will be limited to those permitted under the California Revenue and Taxation Code §23701h.

1.7 Tax Status.

(a) The Sole Member is currently, and shall be until this Agreement is terminated or amended, an organization described in Internal Revenue Code §501(c)(3) and California Revenue and Taxation Code §23701d and that qualifies for exemption from real property taxes under California Revenue and Taxation Code Section 214;

(b) It is the intention of the Sole Member that the Company be disregarded as an entity separate from the Sole Member solely for federal and all relevant state tax purposes. All provisions of the Articles of Organization and this Agreement are to be construed so as to preserve that tax status, and the Company shall not take any action to be characterized as other than a disregarded entity for federal tax purposes pursuant to Treasury Regulations Section 301.7701.

(d) The property owned by the Company is irrevocable dedicated to charitable purposes.

ARTICLE II MEMBERSHIP

2.1 Admission. Simultaneously with the effective date of this Agreement, the Sole Member is admitted as the sole member of the Company. The address of the Sole Member is PO Box 303, 36230 North School Street, Clarksburg, California 95612.

2.2 Membership Interest. The Sole Member shall own the sole membership interest in the Company, which includes all rights in the Company collectively, including the Sole Member's economic interest, any right to vote or participate in management and any right to information concerning the business and affairs of the Company. The Sole Member may only transfer its membership interest in the Company to another qualifying organization. For purposes of this Agreement, a "qualifying organization" is an organization described in Section 501(c)(3) of the Internal Revenue Code and section 23701d of the Revenue and Taxation Code and that qualifies for exemption from real property taxes under California Revenue and Taxation Code Section 214.

2.3 Capital Contributions. The Sole Member may contribute cash or other property to the Company as Sole Member shall determine from time to time.

2.4 Limited Liability. The Sole Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company, except as otherwise provided in the Act.

ARTICLE III MANAGEMENT

3.1 Management.

3.1.1 The management of the business and assets of the Company shall be vested solely in the Sole Member, who shall have sole power and authority to manage, control and conduct the business and affairs of the Company and may exercise all powers of the Company.

3.1.2 The Sole Member may appoint a Chairperson, a Vice Chairperson, a President, Chief Executive Officer, one or more Vice Presidents, a Secretary, a Chief Financial Officer and such other officers as the Sole Member may deem necessary or advisable to manage the day-to-day business affairs of the Company ("Officers") and such Officers shall have the titles, powers and duties as shall be determined by the Sole Member.

3.1.3 Without limiting the foregoing **Paragraphs 3.1.1 and 3.1.2**, the Sole Member shall have the right, in its sole and absolute discretion to, or to cause the Company to, as applicable:

(a) take all actions necessary or convenient to the accomplishment of the Company's purposes set forth in **Paragraph 1.6**;

(b) enter into any loan, credit, guarantee or other similar financing arrangements, including the opening, maintaining and closing bank accounts, in order to receive or borrow funds to fulfill the Company's purposes and objectives;

(c) enter into agreements for the purchase, sale, lease and sublease, and renovation of real property which agreements may include such representations, warranties, covenants, indemnities and guarantees as Sole Member deems necessary or advisable;

(d) own, lease and dispose of real property;

(e) mortgage, pledge or otherwise encumber its property; and

(f) make and perform such other agreements, undertakings and transfers of property as Sole Member deems necessary or advisable.

3.2 Meetings. No annual, regular or special meetings of the Sole Member or Officers are required.

**ARTICLE IV
ALLOCATIONS AND DISTRIBUTIONS**

4.1 Allocations. All profits and losses, each item thereof, and all other items attributable to the membership interest shall be allocated to the Sole Member for tax, accounting and all other purposes.

4.2 Distributions. At such times as the Sole Member deems appropriate, the Sole Member shall cause the Company to distribute cash or other property held by the Company to the Sole Member.

**ARTICLE V
COMPANY ADMINISTRATION**

5.1 Books and Records.

5.1.1 The books and records of the Company shall be kept and maintained at the Company's principal office in California, shall reflect all of the Company transactions, and shall be appropriate and adequate for the Company's business.

5.1.2 Without limiting the requirements set forth in **Paragraph 5.1.1**, the Company shall maintain at its principal office in California all of the following:

(a) A current list of the full name and last known business or residence address of the Sole Member, together with the capital contribution and share in profits or losses of the Sole Member;

(b) A copy of the Articles of Organization, as amended;

(c) Copies of the Company's Federal, state and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

(d) Executed counterparts of this Agreement, as amended;

(e) Any powers of attorney under which the Articles of Organization or any amendments thereto are executed;

(f) Financial statements of the Company for the six (6) most recent fiscal years;
and

(g) The books and records of the Company as they relate to the Company's internal affairs for the current and past four (4) fiscal years.

5.2 Accounting. Books and records of the Company shall be kept on the method of accounting selected by the Sole Member and applied on a consistent basis in the preparation of its financial reports and for tax purposes. The taxable and fiscal year of the Company shall be June

30.

5.3 Banking. All funds of the Company shall be deposited in the name of the Company in one or more distinct separate accounts with one or more recognized financial institutions and at such locations, all as shall be determined by the Sole Member. Any withdrawal from such accounts shall require the signature of the Sole Member or such other person or persons authorized to do so by the Sole Member.

5.4 Assets. All Assets of the Company, whether real or personal, shall be held in the name of the Company.

ARTICLE VI TRANSFERS

6.1 Transfers. The Sole Member may assign, sell, gift, transfer or otherwise dispose of ("Transfer") all or any part of its membership interest at any time (the transferee hereinafter referred to as "Permitted Transferee"). A Permitted Transferee shall become a substituted member automatically upon such assignment.

6.2 Duties of Substituted Member. Any person admitted to the Company as a substituted member shall be subject to all of the provisions of this Agreement that apply to the Sole Member from whom the membership interest was assigned.

6.3 Non-Qualifying Organizations. Direct or indirect transfer of any membership interest in the Company to other than a qualifying organization is prohibited.

ARTICLE VII INDEMNIFICATION

To the extent of Company assets, the Company agrees to defend the Sole Member, any Officer, any entity controlling, or directly or indirectly related to, Company ("Affiliate"), (including, without limitation, any director, officer, employee, or agent of the Sole Member acting on behalf of the Company) (collectively "Indemnitees") against all claims or demands and to indemnify and hold each of the foregoing harmless against all liabilities, losses, damages, expenses, costs or any other economic detriment suffered, paid, or incurred, foreseen or unforeseen, arising from any claim, demand, action, suit or proceeding, whether civil, criminal, administrative, or investigative, or whether threatened, pending or completed, which pertain to any Indemnitee, as described above, in such capacity, to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Sole Member shall not be subject to personal liability or required to fund or cause to be funded any obligation of the Company described in the immediately preceding sentence.

ARTICLE VIII

DISSOLUTION

8.1 Events of Dissolution. The Company shall dissolve upon the earliest to occur of:

- (a) the decision of the Sole Member;
- (b) the entry of a decree of judicial dissolution under California Corporations Code section 17707.03.

8.2 Winding up. Upon dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Sole Member shall wind up the affairs of the Company and give written notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company, including, without limitation, debts and liabilities to the Sole Member as a creditor of the Company, the remaining assets of the Company shall be distributed to the Sole Member.

8.3 Distribution of Asset. Upon dissolution, all assets shall be distributed to an organization(s) organized and operated exclusively for charitable purposes, as specified in California Revenue and Taxation Code Section 214, and which has established its tax-exempt status under section 501(c)(3) of the Internal Revenue Code, or under section 23701d of the Revenue and Taxation Code.

8.4 Limitation on Distribution of Assets. The Company shall not distribute any assets to members who cease to be organizations described in section 214.

ARTICLE IX GENERAL

9.1 Amendment. This Agreement may be amended only in a writing signed by the Sole Member. Any amendments to The Articles Of Organization or this Operating Agreement must be consistent with California Revenue and Taxation Code Section 214.

9.2 Merger. The Company is prohibited from merging with, or converting into, a for-profit entity.

9.3 Binding Agreement. Subject to any restrictions on transfers set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Sole Member and her respective legal representatives, successors, and Permitted Transferees.

9.4 Headings. The Article and Paragraph headings are included solely for convenience of reference and in no way describe, define, limit, extend or interpret the scope, intent or extent of this Agreement, or any provision hereof. If there is any conflict between such headings and the

text of this Agreement, the text shall control.

9.5 Number and Gender. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. In all cases the masculine gender shall include the neuter and feminine genders and vice versa.

9.6 Severability. If any provision of this Agreement or the application thereof to any “person” (as defined in the Act) or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

9.7 References to this Agreement. Numbered or lettered Articles and Paragraphs herein contained refer to Articles and Paragraphs of this Agreement unless otherwise expressly stated.

9.8 Parties in Interest. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

9.9 Entire Agreement. This Agreement constitutes the whole and entire agreement with respect to the subject matter of this Agreement.

9.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement binding on the parties hereto, notwithstanding that all of the parties are not signatories to the same counterpart.

9.12 Governing Law. The laws of the State of California (without regard to otherwise governing principles of conflicts of law or choice of law) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereof.

IN WITNESS WHEREOF, the Sole Member has executed this Agreement effective as of the effective date set forth above.

SOLE MEMBER:

**Leaders & Scholars, Inc.,
a California nonprofit public benefit corporation**

By: 
Rina Dimare, President

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

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2016

Attachments: X

From: Don Beno, Superintendent

Item Number: 13.

<u>SUBJECT</u>	Public Hearing to Sunshine the River Delta Unified School District's Negotiation proposals to the River Delta Unified Teacher's Association and to approve RDUSD's negotiation proposals to the River Delta Unified Teacher's Association (RDUTA) for 2017-2018	Action: <input checked="" type="checkbox"/> X <input type="checkbox"/> Consent Action: <input type="checkbox"/> Information Only: <input type="checkbox"/>
-----------------------	---	--

Background:

Under the California Educational Employment Relations Act (EERA) the District must participate in "Good Faith" bargaining with the employees union.

The River Delta Unified School District intends to negotiate with River Delta Unified Teachers Association (RDUTA) the following articles for the 2017-2018 school year:

Article VII - Hours

Status:

To hold a Public Hearing and that the Board to take action to approve the Districts' proposals

Presenter: Don Beno

Other People Who Might Be Present: District staff and RDUTA members

Cost &/or Funding Sources

None

Recommendation:

That the Board holds a Public Hearing to Sunshine the District's negotiation openers to RDUTA and approves the River Delta Unified School District's proposals to the River Delta Unified Teacher's Association (RDUTA) for 2016-2017.

Time: 3 mins.

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

BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: _____

From: Don Beno, Superintendent

Item Number: 14

SUBJECT

Public Hearing to Sunshine the River Delta Unified School District's Negotiation proposals to the California School Employees' Association (CSEA) for 2017-2018 and to approve RDUSD negotiation proposals to the CSEA Chapter #319 for 2017-18

Action: X

Consent Action: _____

Information Only: _____

Background:

Under the California Educational Employment Relations Act (EERA) the District must participate in "Good Faith" bargaining with the employees union. The law states that district must present its proposals to the public before the bargaining process can begin.

The District proposes to discuss:

Article 13 Layoff and Re-employment

Status:

Presenter: Don Beno

Other People Who Might Be Present: Staff

Cost &/or Funding Sources

Recommendation:

That the Board holds the Public Hearing to Sunshine the River Delta Unified School District's Negotiation proposals to the California School Employees' Association (CSEA) for 2017-2018 and to approve the District's negotiation proposals to CSEA Chapter #319 for 2017-2018.

Time: 5 mins. _____

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



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: X

From: Don Beno, Superintendent

Item Number: 15

SUBJECT

Request to approve the job descriptions entitled "RDUSD State Preschool Assistant Bilingual (Spanish) Teacher & RDUSD State Preschool Assistant Teacher.

Action: X

Consent Action: _____

Information Only: _____

Background:

The district has applied for and received a grant to run a State Preschool at Isleton Elementary School. This pre-school will replace the First Five Preschool that has been held at Isleton. These are teaching positions and the proposed job descriptions are standard for this type of position in other State Preschools throughout the state. Since these positions require CSEA approval we ask that the Board approve the positions pending ratification of CSEA #319, so the positions can be posted and employees hired before the December Board Meeting.

Status: Attached is the proposed job description

Presenter: Don Beno

Other People Who Might Be Present: Staff

Cost &/or Funding Sources

Recommendation:

That the Board approve the new job descriptions as submitted.

Time: 5 mins.

River Delta Unified School District
RDUSD State Preschool Assistant Bilingual (Spanish) Teacher

DEFINITION

In accordance with California State Regulations, provides supervision, care, and instruction to preschool-age children in a classroom environment. Prepare instructional materials and the development and implementation of lesson plans in an effective learning, safe, and creative environment. Act as Site Supervisor at assigned preschool site, during the absence of the site supervisor/lead teacher.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Director, site supervisor/lead teacher, school administrator and Superintendent

ESSENTIAL AND MARGINAL FUNCTIONS STATEMENT – *Essential responsibilities and duties:*

Essential Functions:

1. Provide an age appropriate learning environment; promote and encourage a positive and nurturing learning environment using the Early Childhood Environment Rating Scale (ECERs).
2. Establish and maintain a welcoming, clean, safe, and functional classroom.
3. Provide a quality and welcoming learning environment for children, parents and families.
4. Provide a comfortable environment for children to ask questions, explore, experiment, discover, and fully engage in the world around them.
5. Create, organize and maintain instructional supplies, materials, and equipment.
6. Plan and prepare lessons focusing on and addressing the domains aligned by California State Preschool Learning Foundations: social-emotional, language and literacy, physical development, numeracy, and art; also focusing on facilitating the transition to kindergarten.
7. Identify and select instructional support material; provide instruction to students.
8. Provide site supervision to assigned preschool site and staff.
9. Establish standards of student performance which can be quantitatively and qualitative evaluated.
10. Prepare, administer, and record assessments and comprehensive screenings; monitor student progress.
11. Prepare progress reports and perform at least 2 parent-teacher conference meetings each year.
12. Communicate with parents and students regarding the educational and social progress of students; identify areas for improvement and suggest strategies that will help support learning and growth.
13. Assist in identification, assessment, and resolution of special needs of children.
14. Complete developmental assessments (DRDP) on all children within 60 days of enrollment.
15. Maintain children's records and compliance with designated CSPP evaluation plan activities, including assessment using the Desired Results Developmental Profile (DRDP).

16. Assess test and assessment results; identify student needs and provide appropriate instructional activities.
17. Develop goals, prepare and implement specific objectives for students based on the Preschool Learning Foundations and according to Board and District policy and to facilitate the transition to kindergarten for the student.
18. Participate and assist in arranging screenings by partner agencies for preschool students in conjunction with the CSPP team.
19. Supervise students
20. Follow and support all CSPP requirements and California Community Care Licensing guidelines for supervision, children's personal rights, and health and safety.
21. Follow and support all District and school rules, regulations, policies and procedures; recommend behavior plans and disciplinary actions, as necessary.
22. Attend and participate in professional development meetings and staff meetings.
23. Assist the CSPP team with phone calls and home visits.
24. Refer children and families to any CSPP programs, First programs or other agencies as needed.
25. Assist in community and school outreach activities.
26. Attend in-services, faculty meetings, related agency meetings and required staff development trainings.
27. Collaborates with other preschool teachers and kindergarten teachers.
28. Performs other activities as required for a successful preschool program.

POSITION REQUIREMENTS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Credentials/Licenses

BA degree in Early Childhood Education, Child Development, or related field plus 24 Early Childhood Education units (including core), and hold or qualify for (within 90 days of employment) a master teacher permit or higher from the Commission on Teacher Credentialing

Previous child care experience in preschool setting.

Knowledge of California Community Care Licensing requirements.

Submit and pass health screening, criminal record and tuberculosis test.

Current CPR/First Aid Certification

Valid California Driver License

20 hours of professional growth annually at minimum

Experience/Training Preferred:

Previous preschool teaching experience

Bi-lingual in Spanish

Strong teamwork and customer service skills

Initiative, problem-solving, and time management skills

Excellent positive behavior management skills

Excellent written and verbal communication skills

Excellent organizational skills

Demonstrate experience in administrative and managerial ability, particularly in the areas of operations, supervision, finance and marketing

Must be computer literate

The ability to work with a diverse population

The ability to bend, stoop, and lift children up to 100 pounds. Reasonable accommodations will be made for qualified candidates who cannot meet this requirement

The ability to work well around children

WORKING CONDITIONS

Environmental Conditions:

Office, School and field environment; work closely with others

Physical Conditions:

Essential and marginal functions may require maintaining physical condition necessary for sitting and standing for prolonged periods of time.

JOB PROFILE:

Annual Contract: 244 days

Classified Salary Schedule: ___19_____

BOARD APPROVED: _____

River Delta Unified School District
RDUSD State Preschool Assistant Teacher

DEFINITION

To assist the Preschool Teacher in the supervision, instruction, and guidance of individual or groups of children by performing a variety of instructional support activities related to an effective learning, safe, and creative environment.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the CCSP site supervisor, Preschool Teacher and the director/school administrator

ESSENTIAL AND MARGINAL FUNCTIONS STATEMENT – *Essential responsibilities and duties:*

Essential Functions:

1. Assist the preschool teacher with instruction in the classroom environment.
2. Supervise children to maintain and effective, creative and safe learning environment.
3. Organize the classroom environment.
4. Arrange materials for daily lessons; obtain appropriate resource materials to support lessons.
5. Observe children's progress through daily contact, and record progress through maintenance of accurate records.
6. Assist in administering comprehensive screenings on children.
7. Assist in the process and completion of developmental assessments (DRDP) on all children within 60 days of enrollment.
8. Administer and record academic assessments.
9. Maintain information and operational records, attendance records, lunch counts and permission slips, if necessary.
10. Implement all activities that address domains aligned by California State Preschool Learning Foundations: social-emotional, language and literacy, physical development, numeracy, and art.
11. Encourages a hands-on, culturally appropriate and creative learning environment for all children.
12. Establish and maintain a positive relationship with the children, parents and the community.
13. Support a quality and welcoming learning environment for children, parents and families.
14. Encourage children to ask questions, explore, experiment, discover, and fully engage in the world around them.
15. Implement school wide behavior policies.
16. Encourage and model positive behavior.
17. Perform clerical duties specifically related to preschool instruction as assigned.
18. Attend professional development meetings, staff meetings, and parent-teacher conferences.
19. Performs other duties similar to the above as assigned.

POSITION REQUIREMENTS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Credentials/Licenses

Hold or qualify for (within 90 days of employment) a California Development Associate (CDA) credential, minimum of 12 units of ECE/CD including core courses (child/human development, child/family/community or child/family relations, and programs/curriculum)

Current CPR/First Aid Certification

Valid California Driver License

20 hours of professional growth annually at minimum

Submit and pass health screening, criminal record and tuberculosis test

Previous experience working in a licensed child care facility or center.

Experience/Training Preferred:

Bilingual in Spanish preferred.

Excellent written and verbal communication skills

Demonstrate experience working with children in some capacity

Must be computer literate

The ability to observe, hear and respond to children's needs, emergencies and or conflicts that may occur

The ability to work with a diverse population

The ability to bend, stoop and lift children up to 100 pounds. Reasonable accommodations will be made for qualified candidates who cannot meet this requirement

The ability to problem solve and provide classroom management.

The ability to work well with others including adults and children

WORKING CONDITIONS

Environmental Conditions:

Office, School and field environment; work closely with others

Physical Conditions:

Essential and marginal functions may require maintaining physical condition necessary for sitting and standing for prolonged periods of time.

JOB PROFILE:

Annual Contract: 244 days

Classified Salary Schedule Range: 9

BOARD APPROVED: _____

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 16

SUBJECT Hold a Public Hearing Regarding a Proposed Election to
Submit the Question of Amending Community Facilities
District No. 1 to the Qualified Electors and approve
Resolution # 738 calling the election.

Action: X

Consent Action: _____

Information Only: _____

Background:

This matter involves both a public hearing and a resolution, in regard to the District's Community Facilities District No. 1 ("CFD No. 1"). By way of background, CFD No. 1 was placed on territory within the School District in 2006 in order to assist in funding of new school facilities that would become needed as homes were developed in the area. CFD No. 1 is currently set to expire in 2055-56, but due to the delay in the construction of residential development within the territory of CFD No. 1, the developers and the District have agreed to extend the term of the CFD to 2075-76.

Status:

At the October 10, 2017 meeting, the Board adopted Resolution No. 737, in order to begin the process of amending CFD No. 1 to extend the term from 2055-56 to 2075-76.

There are currently no homeowners or development in the area. The territory is owned by Encore Liberty, LLC and a portion of the territory was recently acquired by LGI Homes – California, LLC (collectively known as the "Qualified Landowners"). The Qualified Landowners are entitled to vote on the amendment to CFD No. 1.

The Board will hold a duly noticed public hearing at its November 14, 2017 meeting in order to hear public comments, and any objections to the amendment of CFD No. 1.

Once the public hearing is convened and any comments are received, the hearing will be closed.

Upon closing the public hearing, the Board can adopt Resolution # 738. If this Resolution is adopted by the Board, a ballot will later be mailed to each Qualified Landowner (Encore Liberty, LLC and LGI Homes – California, LLC) in order to vote on the amendment. The matter will return to the Board for final action on a future resolution approving the results of the election at the Board's December 12, 2017 meeting.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: Staff

Cost &/or Funding Sources

Recommendation: The Board President should first convene the public hearing described above. After input from the public is received, if any, the Board President should close the public hearing.

Thereafter, it is recommended that the Board approves Resolution # 738, calling an election of the Qualified Landowners to approve the amendment of CFD No. 1 to extend the current expiration of the term from 2055-56 to 2075-76.

Time: 5 mins.

RESOLUTION NO. 738

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVER
DELTA UNIFIED SCHOOL DISTRICT CALLING AN ELECTION TO
SUBMIT THE QUESTION OF AMENDING COMMUNITY FACILITIES
DISTRICT NO. 1 TO THE QUALIFIED ELECTORS**

WHEREAS, the Board of Trustees (the “Board”) of the River Delta Unified School District (the “District”) on December 12, 2006, duly adopted its Resolution No. 539 establishing the River Delta Unified School District Community Facilities District No. 1 (“CFD No. 1”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, for the purpose of providing financing for the construction and acquisition of certain public school facilities (the “Facilities”) described therein;

WHEREAS, at an election held on December 12, 2006, more than two-thirds of the votes cast were in favor of the levy of a special tax, the establishment of an appropriations limit, and the incurrence of bonded indebtedness, all as determined by the Board in its Resolution No. 540, duly adopted on December 12, 2006;

WHEREAS, thereafter the Board on October 10, 2017, duly adopted Resolution No. 737 declaring its intention to amend CFD No. 1 to extend the currently scheduled expiration date of CFD No. 1 to accommodate delay in the development of property within its boundaries, including the proposed Encore Liberty residential development project (the “Proposed Amendment”);

WHEREAS, the owners of one-hundred percent (100%) of the territory within CFD No. 1 are Encore Liberty LLC (“Encore Liberty”) and LGI Homes – California, LLC (“LGI Homes”) collectively referred to as the “Landowners”;

WHEREAS, on October 4, 2017, the Board received the written waiver of Encore Liberty, waiving certain timing and other procedural requirements associated with the election to amend CFD No. 1;

WHEREAS, on November 7, 2017, the Board received the written waiver of LGI Homes, waiving certain timing and other procedural requirements associated with the election to amend CFD No. 1;

WHEREAS, such Proposed Amendment for CFD No. 1 shall be caused by way of a modification of the Rate, Method of Apportionment and Manner of Collection of Special Taxes for Community Facilities District No. 1 of River Delta Unified School District, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Board convened a duly noticed public hearing on November 14, 2017, at 6:30 p.m., at Clarksburg Middle School, 52870 Netherlands Road, Clarksburg, CA 95612, at the hearing all persons interested in the matter were given an opportunity to appear and be heard on the Proposed Amendment of CFD No. 1;

WHEREAS, written protests to the Proposed Amendment have not been filed by fifty percent (50%) or more of the registered voters residing within CFD No. 1, or by the owners of one-half (1/2) or more of the area within CFD No. 1;

WHEREAS, the Board has determined there are no registered voters residing in CFD No. 1 and that the qualified electors in such territory are the Landowners, Encore Liberty and LGI Homes;

WHEREAS, the qualified Landowners, Encore Liberty and LGI Homes, have been instructed to prepare and submit their ballots to the District no later than 4:00 p.m. on December 4, 2017 relating to the Proposed Amendment; and

WHEREAS, on the basis of the foregoing, the Board has determined to call an election to authorize the Proposed Amendment to CFD No. 1.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the River Delta Unified School District as follows:

Section 1. All of the above recitals are true and correct.

Section 2. The Board finds and determines that written protests to the Proposed Amendment are insufficient in number and in amount under the Act, and the Board hereby further orders and determines that all such protests, if any, are hereby overruled.

Section 3. The Board finds and determines that all prior proceedings had and taken by the Board with respect to the Proposed Amendment are valid and in conformity with the requirements of the Act.

Section 4. The Board hereby calls and orders a special election to be held on December 4, 2017, at which the following proposition shall be submitted to the qualified elector of CFD No. 1:

MEASURE: Shall the River Delta Unified School District Community Facilities District No. 1 be authorized to amend the Rate, Method of Apportionment and Manner of Collection of Special Taxes for Community Facilities District No. 1 of River Delta Unified School District to extend the expiration date of CFD No. 1 from 2055-2056, currently, to 2075-2076.

Section 5. If the proposition on the question of the Proposed Amendment, being the expiration date of CFD No. 1 receives the approval of two-thirds (2/3) or more of the votes cast on the proposition, then the Proposed Amendment will be added to and become part of CFD No. 1 with full legal effect.

Section 6. The Board hereby submits to the Landowners within the territory of CFD No. 1, at the special election, the ballot proposition set forth in Section 4 of this Resolution. The Board hereby authorizes the Secretary of the Board to conduct the election.

Section 7. The Board acknowledges and ratifies the mailing to the appropriate Landowners in CFD No. 1 a ballot in the form set forth in Exhibit B hereto, with return postage prepaid, as conducted prior to this hearing.

Section 8. The special election shall be held and conducted, the returns canvassed, and the results ascertained and determined, as herein provided:

(a) All owners of land described above as Encore Liberty and LGI Homes, at the time of the special election on the matter as described herein, shall be the sole Landowners of the territory comprising CFD No. 1 and shall be qualified to vote upon the measure submitted at the special election. Such Landowners shall have one vote for each acre or portion thereof that it owns within CFD No. 1.

(b) Pursuant to Government Code Sections 53327 and 53327.5, the special election is being conducted as a mailed ballot election, in accordance with the provisions of Sections 4100 et seq. of the Elections Code. There shall be no polling places for the special election.

(c) Each voter desiring to vote for the measure to levy a special tax shall mark an “X” in the voting square opposite the word “YES”. To vote against the measure, the voter shall mark an “X” in the voting square opposite the word “NO.”

(d) The Secretary of the Board shall accept the ballots of the Landowners received up to 4:00 p.m. on December 4, 2017, whether the ballots have been personally delivered or received by mail or electronically. Once all qualified electors have voted, the election shall be closed. The Secretary of the Board shall have available ballots that may be marked at the Secretary’s office on December 4, 2017 by voters.

(e) The Secretary of the Board shall commence the canvass of the returns of the special election on December 5, 2017 and at the conclusion thereof shall declare the results of the election.

(f) The Board shall declare the results of the special election immediately following the determination of the results on December 12, 2017.

Section 9. The Board hereby finds that the provisions of Government Code Section 53326(a) requiring a minimum of 90 days to elapse between the adoption of this Resolution and the election; the requirements of Government Code Section 53352, along with Education Code Section 5363, Elections Code Section 12113 and any other applicable law to publish notice of the election; the requirement of Elections Code Section 9401 to mail a tax rate statement; the requirements of Education Code Sections 5300 et seq. for delivery of specifications of the election order and a formal notice of election to the Solano County Superintendent and by the County Superintendent to the Solano County Clerk; the requirements of Government Code Section 53327(a) and the provisions of the Elections Code cited therein relating to the preparation and delivery of an impartial analysis and affording the opportunity for argument and rebuttal; and all other time limits and procedural requirements pertaining to the conduct of the election have been waived by the Landowners of the territory of CFD No. 1 by way of a waiver submitted to the Board, and on file with the Secretary of the Board. The Board

hereby further finds that the Landowners of the territory of CFD No. 1 were fully apprised, of and have agreed to the shortened time for election, the waiver of notice of the election by publication, and the waiver of preparation of a tax rate statement, impartial analysis and arguments to be included in ballot materials, and has been thereby fully protected in these proceedings.

Section 10. The Board also finds and determines that the Proposed Amendment, being the extension of the expiration date of CFD No. 1, is not a “project” as defined in the California Environmental Quality Act (“CEQA”), Public Resources Code Sections 21000, et seq. (CEQA Guidelines Section 15378) and so is exempt from CEQA (CEQA Guidelines Section 15061(b)(1)).

Section 11. This Resolution shall take effect immediately upon its passage.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the River Delta Unified School District this 14th day of November 2017, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

By: _____
President, Board of Trustees of the
River Delta Unified School District

ATTEST:

Secretary, Board of Trustees of the
River Delta Unified School District

EXHIBIT A

RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 1 OF RIVER DELTA UNIFIED SCHOOL DISTRICT

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (the “Act”) applicable to the land in Community Facilities District No. 1 (the “CFD”) of the River Delta Unified School District (the “District”) shall be levied and collected according to the tax liability determined by the District through the application of the appropriate amount or rate, as described below.

2. Definitions

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

“**Administrative Expenses**” means the actual or reasonably estimated costs related to administration of the CFD, including these:

- Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the District or any designee thereof or both);
- Costs of collecting the Special Taxes (whether by the County, the District, or otherwise);
- Costs of remitting the Special Taxes to the Trustee;
- Costs of the Trustee (including its legal counsel) in the discharge of duties required of it under the Bond Indenture;
- Costs to the District, CFD, or any designee thereof of complying with arbitrage rebate requirements;
- Costs to the District, CFD, or any designee thereof of complying with District, CFD, or obligated persons disclosure requirements;
- Costs associated with preparing Special Tax disclosure statements;
- Costs incurred in responding to public inquiries regarding the Special Taxes;
- Costs to the District, CFD, or any designee thereof related to any appeal of the Special Tax;
- Costs associated with the release of funds from an escrow account, if any; and

- Amounts estimated to be advanced or advanced by the District for any other administrative purposes, including attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“**Administrator**” means the Superintendent or designee.

“**Age-Restricted Parcels**” means Developed Parcels located within an age-restricted residential development wherein there are deed restrictions prohibiting children from permanently living within the development, such as Del Webb developments.

“**Annexation Parcels**” means any Parcel that is annexed to the CFD after the CFD is formed.

“**Annual Costs**” means, for any Fiscal Year, the total of the following:

- i) Debt Service to be paid from Special Taxes collected during such Fiscal Year;
- ii) Administrative Expenses for such Fiscal Year;
- iii) The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture;
- iv) An amount equal to the amount of delinquencies in payments of Special Taxes levied in the previous Fiscal Year and/or anticipated for the current Fiscal Year;
- v) Pay-As-You-Go Expenditures for Authorized Facilities to be constructed or acquired by the CFD; and
- vi) Less any earnings on the reserve fund and special tax fund that are transferred to the bond redemption fund pursuant to the Bond Indenture.

“**Assessor’s Parcel Number**” means the County Assessor’s Parcel and County Assessor’s Parcel number as recorded by the County Assessor on the equalized tax roll.

“**Authorized Facilities**” means those facilities to be financed as identified in the resolution forming the CFDs.

“**Base Year Special Tax**” means the Maximum Annual Special Tax Rate in the Base Year. This Maximum Annual Special Tax Rate is increased by the Tax Escalation Factor-Base Special Tax in each Fiscal Year following the Base Year.

“**Base Year**” means the Fiscal Year beginning on July 1, 2006 and ending on June 30, 2007.

“**Board**” means the Board of Trustees of the District.

“**Bond(s)**” means bond(s) issued by the District under the Act for the CFDs.

“Bond Indenture” means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which the bonds are issued.

“CFD” means River Delta Unified School District Community Facilities District No. 1.

“City” means City of Isleton or the City of Rio Vista.

“County” means the County of Sacramento, Solano, or Yolo, California.

“County Assessor’s Parcel” means a lot or parcel with an assigned Assessor’s Parcel Number in the maps used by the County Assessor in the preparation of the tax roll.

“Debt Service” means the total amount of bond principal, interest, and the scheduled sinking fund payments of the Bonds for the CFDs.

“Developed Parcel” means a Parcel in one of the following Parcel categories that has received from the City or County the applicable development approval for that Parcel category as follows:

<u>Parcel Category</u>	<u>Development Approval</u>
Single Family Residential (Including homes with carriage units)	Building Permit
Townhouse/Condominium	Building Permit
Duplexes and Half-plexes	Building Permit
Multi-family	Building Permit
Mobile Home	Building Permit
Agricultural Residential	Building Permit
Residential Mixed Use	Building Permit

A Taxable Parcel is subject to the Maximum Annual Special Tax for 30 years upon being classified as a Developed Parcel. Once a Parcel is classified as a Developed Parcel, it shall not be reassigned to a Parcel category, such as an Undeveloped Parcel.

“Discount Rate” means the blended “all in” true interest cost of all Outstanding Bonds, or if no Bonds have been issued, 7%.

“District” means the River Delta Unified School District.

“Final Map” means a recorded final map or parcel map pursuant to the Subdivision Map Act designating individual Single Family Residential Parcels.

“Final Map Parcel” means a Parcel created by the recordation of a Final Map. A Final Map Parcel is not a Taxable Parcel until a building permit has been issued for residential uses.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Future Developed Parcels” means a Parcel that will have a Final Map recorded in future Fiscal Years. The Base Year Special Tax is increased by the Tax Escalation Factor-Base Special Tax in each Fiscal Year after the Base Year and will be assigned to Future Developed Parcels in the Fiscal Year that a Final Map is recorded creating Final Map Parcels.

“Maximum Annual Special Tax” means the greatest amount of Special Tax that can be levied against a Developed Parcel in a Fiscal Year. The Maximum Annual Special Tax is calculated using Attachment 1.

“Maximum Annual Special Tax Rate” means an amount in a given Fiscal Year that is multiplied by the number of Units within a Developed Parcel to derive the Maximum Annual Special Tax for a Developed Parcel. Attachment 1 shows the Base Year Maximum Annual Special Tax Rate and the adjusted Base Year Maximum Annual Special Tax Rate. The Maximum Annual Special Tax Rate shall be increased in each Fiscal Year after the Base Year the Tax Escalation Factor-Developed Parcels for Final Map Parcels, and by the Tax Escalation Factor-Base Special Tax for all Future Developed Parcels.

“Maximum Annual Special Tax Revenue” is the greatest amount of revenue from levying the Maximum Annual Special Tax in a Fiscal Year on a group of Developed Parcels.

“Mitigation Agreement Property” means that property subject to that certain mitigation agreement by and between the District and Shea Homes Limited Partnership dated as of June 13, 2006.

“Non-Restricted Parcels” are Developed Parcels that are not Age-Restricted Parcels.

“Parcel” means any County Assessor’s Parcel in the CFD based on the equalized tax rolls of the County as of January 1 preceding the Fiscal Year.

“Pay-As-You-Go Expenditure” means the use of annual Special Tax revenues that are not needed for Annual Costs (excluding Pay-As-You-Go Expenditures) to pay for Authorized Facilities to be constructed or acquired by the CFD.

“Prepayment” means the complete fulfillment of a Parcel’s Special Tax obligation, as determined by following the procedures in Section 7.

“Public Parcel” means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general *ad valorem* property taxes under California law, including public streets, schools, parks, public drainage ways, public landscaping, wetlands, greenbelts, and public open space.

“Special Tax(es)” mean(s) the special tax levied under the Act in the CFDs.

“Superintendent” means the Superintendent of the District.

“Tax Collection Schedule” means the document prepared by the District for the County Auditor to use in levying and collecting the Special Tax each Fiscal Year.

“Taxable Parcel” means any Parcel that is not a Tax-Exempt Parcel.

“Tax Escalation Factor-Base Special Tax” means a factor equal to the increase in the Class “B” Construction Cost Index published by the State Allocation Board Office of Public School Construction (or, in the event that the Class “B” Construction Cost Index is no longer published, a similar construction cost index that takes into consideration type of construction that is used for public school facilities) for the calendar year preceding the current fiscal year, until the recordation of a Final Map. Once Final Map Parcels are created the Tax Escalation Factor-Base Special Tax is will cease to be applied to Taxable Parcels within that Final Map. The factor is used to increase the Maximum Annual Special Tax Rate as of July 1 of each year following the Base Year. If the Tax Escalation Factor-Base Special Tax is less than zero for a given Fiscal Year, then the Maximum Annual Special Tax Rate shall remain the same as the previous Fiscal Year.

“Tax Escalation Factor-Developed Parcels” means a factor of 2% that will be applied annually to the Maximum Annual Special Tax Rate for a Final Map Parcel beginning the Fiscal Year following the initial assignment of the Maximum Annual Special Tax Rate to a Final Map Parcel as a means of increasing the Maximum Annual Special Tax.

“Tax-Exempt Parcel” means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are:

- (i) Public Parcels,
- (ii) Undeveloped Parcels,
- (iii) Parcels zoned for commercial or industrial use,
- (iv) Parcels used solely for recreation and/or open spaces uses, including but not limited to, golf courses and common open space Parcels,
- (v) Parcels that have been subject to the Special Tax as Developed Parcel for 30 years, and
- (vi) Parcels for which the Special Tax has been fully prepaid under Section 7 hereof.

“Undeveloped Parcel” means a Taxable Parcel that is not a Developed Parcel, Future Developed Parcel, or Final Map Parcel.

“Units” means the number of individual residential dwelling units created on a Developed Parcel by a building permit for a townhouse, condominium, multi-family, duplex, half-plex, or triplex use. A Parcel may be assigned Units for each Developed Parcel created by a Final Map for which individual Assessor Parcel Numbers have not yet been assigned by the County Assessor. A single-family residential unit and a carriage unit on the same Parcel shall be considered one Unit.

3. Determination of Parcels Subject to Special Tax

The District shall prepare a list of the Parcels subject to the Special Tax. The District shall identify the Taxable Parcels from a list of all Parcels within the CFD boundary by excluding all Tax-Exempt Parcels.

4. Termination of the Special Tax

The Special Tax will be levied and collected for as long as needed to pay Annual Costs. However, in no event shall the Special Tax be levied on any Parcel in the CFD after Fiscal Year 2075-2076.

After a Parcel has paid the Special Tax as a Developed Parcel for 30 years, the Special Tax shall cease to be levied on that Parcel.

When all Annual Costs incurred by the CFDs have been paid, the Special Tax shall cease to be levied. The District shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

5. Assignment of Maximum Annual Special Tax

A. Classification of Parcels. Each Fiscal Year, using the Definitions in Section 2 above, the Parcel records of the County Assessor's Secured Tax Roll as of January 1, and other County and City development approval records as of June 1, the Administrator shall cause the following:

1. Each Parcel to be classified as a Tax-Exempt Parcel or Taxable Parcel, and
2. Each Taxable Parcel to be classified as a Developed Parcel, Final Map Parcel, or an Undeveloped Parcel. The Administrator shall record the Fiscal Year when a Taxable Parcel becomes a Developed Parcel.
3. Each Developed Parcel to be classified as a Non-Restricted Parcel or Age-Restricted Parcel.

B. Escalation of the Maximum Annual Special Tax Rate. In each Fiscal Year following the Base Year, the Maximum Annual Special Tax Rate, as shown in Attachment 1, for Future Developed Parcels, shall increase by the Tax Escalation Factor-Base Special Tax. The Administrator will update Attachment 1 with the escalated Maximum Annual Special Tax Rates. In the Fiscal Year following the classification of a Parcel as a Developed Parcel, the Maximum Annual Special Tax assigned to the Developed Parcel per Section 5.D shall increase by the Tax Escalation Factor-Developed Parcels. The Maximum Annual Special Tax will be assigned using the procedures outlined in the following sub-sections below.

C. Assignment of Maximum Annual Special Tax to Developed Parcels and Final Map Parcels. The Maximum Annual Special Tax is assigned to Developed Parcels and Final Map Parcels using Attachment 1. A Taxable Parcel is subject to the Maximum Annual Special Tax as

a Developed Parcel in this Fiscal Year it is classified as a Developed Parcel (no building permit for residential uses has been issued for such Parcel) is assigned a Maximum Annual Special Tax, however, such Parcel is not subject to the annual Special Tax Levy. The Administrator will record the year the Developed Parcel is classified as such. Attachment 1 shows the Maximum Annual Special Tax Rate for Developed Parcels. To derive the Maximum Annual Special Tax for a Developed Parcel, The Maximum Annual Special Tax Rate for a Developed Parcel is multiplied by the number of Units assigned to each Parcel subject to the following:

The Maximum Annual Special Tax for a Developed Parcel is calculated for each Unit assigned to a Taxable Parcel. There may be more than one Unit assigned to a Developed Parcel, however, the Maximum Annual Special Tax shall be calculated for each Unit, then summed to determine the Maximum Annual Special Tax for the Parcel upon which the Units are located.

D. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is converted to a Taxable Parcel, it shall become subject to the Special Tax. The Maximum Annual Special Tax for each such Parcel upon conversion shall be calculated based upon the instructions outlined in Sections 5.A through 5.E.

E. Taxable Parcel Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a school site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to Public Parcel will be permitted to the extent there is no net loss in Maximum CFD Revenue, and the transfer is agreed to by the owners of the Parcels involved in the transfer and the District.

F. Annexation Parcels. A Parcel may be annexed to the CFD after the CFD has been formed. In the event a Taxable Parcel is annexed to the CFD, upon annexation, the Maximum Annual Special Tax will be assigned using the Definitions in Section 2, and the procedures shown in this Section 5.

6. Setting the Annual Special Tax Rate for Taxable Parcels

The annual Special Tax rate shall be established using the following:

- A. Compute the Annual Costs using the definition of Annual Costs in Section 2.
- B. Calculate the Special Tax levy for each Taxable Parcel by the following steps:

Step 1: Compute 100% of the Maximum Annual Special Tax for all Developed Parcels that are Non-Senior Parcels for the CFD.

Step 2: Compare the Annual. Costs with the sum of the Maximum Annual Special Tax Revenue for Developed Parcels that are Non-Restricted Parcels calculated in the previous step.

Step 3: If the Annual Costs are less than the Maximum Annual Special Tax Revenue from Developed Parcels, proportionately reduce the Maximum Annual Special Tax for each Developed Parcel to an amount just equal to the amount of Annual Costs.

Step 4: If the Annual Costs are greater than the Maximum Annual Special Tax from Developed Parcels that are Non-Restricted Parcels, levy Developed Parcels that are Age-Restricted Parcels at 100 percent thereof or, if less, proportionately on each Developed Parcel that is a Age-Restricted Parcel such that the sum of the Special Tax for all Developed Parcels that are Non-Senior Parcels and Developed. Parcels that are Senior Parcels equals the amount of Annual Costs.

C. Levy on each Taxable Parcel the amount calculated above.

D. Prepare the Tax Collection Schedule, unless an alternative method of collection has been selected pursuant to Section 9, and send it to each County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule shall not be sent later than the date required by the Auditor for such inclusion.

The District shall make every effort to correctly calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and the assignment of the Special Tax to the Parcels.

As development and subdivisions of the CFD land uses take place, the District will maintain a file, available for public inspection, of each current County Assessor's Parcel Number within the CFD, its Maximum Annual Special Tax, and the Maximum Annual Special Tax Revenues for all Parcels within the CFD. This record shall show the calculation of the assigned Maximum Annual Special Tax to each Taxable Parcel.

7. Prepayment of Special Tax Obligation

A property owner may permanently satisfy the Special Tax on a Parcel by Prepayment as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The Prepayment is based on the Prepayment for a Developer Parcel - even if the prepaying Parcel is a Final Map or Undeveloped Parcel at the time of Prepayment.
- The District determines that the Prepayment of the Special Tax does not jeopardize its ability to make timely payments of Debt Service on Outstanding Bonds.
- The landowner prepaying the Special Tax obligation on a Parcel has paid any delinquent Special Tax and penalties on that Parcel prior to prepayment.

The Prepayment amount shall be established by following the steps below.

FULL PREPAYMENT

The full Prepayment of the Special Tax obligation is determined by calculating the present value of the discounted revenue stream which is the sum of the Maximum Annual Special Tax revenues for this period that a Developed Parcel is obligated to pay. The Maximum Annual Special Tax is increased by the Tax Escalation Factor-Developed Parcels in each Fiscal Year after the Base Year.

The calculation of the present value of the Special Tax obligation revenue stream is done using the formula below:

$$PV = \sum_{i=N}^X C_i (1+r)^{-i}$$

Where:

- PV = the sum of the present values of the Maximum Annual Special Taxes in each year being prepaid by the Developed Parcel
r = is the Discount Rate
N = the number of the first Fiscal Year the Maximum Annual Special Tax is being prepaid by the Developed Parcel
X = the lesser of 30 or the remaining number of years the Special Tax can be collected per **Section 4**.
Ci = the Developed Parcel Maximum Annual Special Tax at year *i*.

Alternately, a spreadsheet program, such as Excel, may be used to calculate the present value of the Special Tax revenue stream.

The Calculation of the Prepayment Amount:

1. Using the Definitions in Section 2, and the steps in Section 5, assign the Maximum Annual Special Tax for the Fiscal Year following the current Fiscal Year to the prepaying Parcel. If the Parcel is not a Developed Parcel, calculate the Maximum Annual Special Tax as if the Parcel is a Developed Parcel, or a number of Developed Parcels. If the Parcel is a number of Developed Parcels, determine the sum of the Prepayment Amount for each Developed Parcel. This will be the Prepayment Amount for the prepaying Parcel.
2. Determine the number of Fiscal Years remaining until the Fiscal Year 2075-2076. "X" is the lesser of this number or 30.
3. Determine the year number "N", (a number from 1 to 30), of the next Fiscal Year the Parcel is prepaying the Maximum Annual Special Tax at the Develop Parcel rate. If the parcel has already paid the Maximum Annual Tax for a number of years, the "N" would be that amount of years plus 1. In no event will "N" be greater than "X". If the Parcel has not previously paid the Maximum Annual Special Tax at the Developed Parcel rate, then "N" would equal 1.

4. For each Fiscal Year remaining, determine the Maximum Annual Special Tax to be paid by the Developed Parcel in that year based upon the Tax Escalation Factor-Developed Parcels. C_i where “i” varies and increased from “N” to “X”, is equal to the Maximum Annual Special Tax in each year from “N” to “X”.
5. Using the Discount Rate (“r”), calculate the present value of each C_i determined in the previous step and sum each present value using the formula above.
6. Add to the summed present values in the previous step any fees, call premiums, amounts necessary to cover negative arbitrage from the date of the prepayment to first call date on the Bonds, and expenses incurred by the District in connection with the Prepayment calculation or the application of the proceeds of the Prepayment. This amount is the Prepayment of the Special Tax obligation.

8. Appeals

The Administrator or designee has the authority to make necessary administrative adjustments to the Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax as to that Parcel. The Administrator will then promptly review the appeal, and if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changes, a recommendation at that time will be made to the Board and, as appropriate, the levy of the Special Tax as to that Parcel shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Board for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

9. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes, provided, however, that the Board or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet its financial obligations.

10. CFD Records to be Maintained

The Administrator will cause the following records to be maintained;

- The Administrator will gather and maintain records of building permit issuance of the City’s and County’s as defined. This information will be used to determine the classifications of the Parcels subject to Special Tax.

- The Administrator will maintain a list of the historical applicable annual Tax Escalation Factors-Base Special Taxes and the escalated Maximum Annual Special Tax Rates from the Base Year on.
- The Administrator will maintain a list of the Fiscal Year's Parcels is classified as Developed Parcels for purposes of applying the Tax Escalation Factor-Developed Parcels.

11. Mitigation Agreement Property

Mitigation Agreement Property will be subject to the Maximum Annual Special Tax as calculated herein as long as said property will be developed in the manner contemplated in the Mitigation Agreement. In the event the type of residential units approved for the Mitigation Agreement Property changes from the currently anticipated single-family units (including, without limitation, multi-family units or age-restricted units), and the change in unit type results in a significant difference (i.e. in excess of 20%) in the projected student generation rate from such units, then the District Board, with the concurrence of the owner of the Mitigation Agreement Property, shall adjust the mitigation amounts payable for each such unit commensurate with the change in projected student enrollment from those units. Such adjustment may result in a corresponding adjustment in the Maximum Annual Special Tax levied on those units notwithstanding the above, any adjustment in the Maximum Annual Special Tax for Mitigation Agreement Property will take into account the amount of Special Tax revenue deemed necessary to serve debt service on any outstanding bonds sold by the District on behalf of the CFD.

Attachment 1

River Delta School District-Community Facilities District No. 1

Maximum Annual Special Tax Rate- Base Year [1]

<u>Parcel Category</u>	<u>Maximum Annual Special Tax Rate [2]</u>	
Developed Parcels [3]	\$519	per Unit
Final Map Parcels [4]	\$519	per Unit
Future Developed Parcels [5]	\$519	per Unit
Undeveloped Parcels	\$0	per Parcel
Tax-Exempt Parcels	\$0	per Parcel

[1] The Base Year is Fiscal Year 2006-2007.

[2] The Maximum Annual Special Tax Rate is equal to the Base Special Tax in the Base Year of Fiscal Year 2006-2007.

[3] The Maximum Annual Special Tax Rate for Developed Parcels is increased by the Tax Escalation Factor-Developed Parcels in each Fiscal Year after the Base Year.

[4] Final Map Parcels are assigned a Maximum Annual Special Tax Rate per Unit as increased by the Tax Escalation Factor-Developed Parcels, but are not taxed until a building permit is issued for residential uses.

[5] The Maximum Annual Special Tax Rate for Future Developed Parcels is increased by the Tax Escalation Factor-Base Special Tax in each Fiscal Year after the Base Year. A Future Developed Parcel that becomes a Final Map Parcel in a given Fiscal Year will be assigned Maximum Annual Special Tax Rate effective for that Fiscal Year. In each Fiscal Year after the Fiscal Year in which the Final Map Parcel is classified as a Developed Parcel, the Maximum Annual Special Tax Rate will be increased by the Tax Escalation Factor-Developed Parcels.

EXHIBIT B
FORM OF OFFICIAL BALLOT

OFFICIAL BALLOT

SPECIAL TAX AND BOND ELECTION

**RIVER DELTA UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 1**

Number of votes entitled to cast: _____
(One vote per acre or portion thereof)

INSTRUCTIONS TO VOTERS: To vote on the measure, mark an (X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the Secretary of the Board of Education of the River Delta Unified School District, 445 Montezuma Street, Rio Vista, California, to obtain another.

MEASURE SUBMITTED TO VOTE OF VOTERS

<p>MEASURE: Shall the River Delta Unified School District Community Facilities District No. 1 be authorized to amend the Rate, Method of Apportionment and Manner of Collection of Special Taxes for Community Facilities District No. 1 of River Delta Unified School District to extend the expiration date of CFD No. 1 from 2055-2056, currently, to 2075-2076.</p>	<p style="text-align: center;">Yes <input type="checkbox"/></p> <p style="text-align: center;">No <input type="checkbox"/></p>
---	--

NOTE: This is a special landowner election. You must return this ballot to the Secretary of the Board of Education of the River Delta Unified School District at his office at 445 Montezuma Street, Rio Vista California 94571, by 4:00 p.m. on December 4, 2017.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: November 14, 2017 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 17

SUBJECT Proposal for Technology Consulting Services with Action: X
Communication Strategies to provide technical support for Consent Action:
the new District Wide phone system. Information Only:

Background:

The District wide phone system was acquired approximately 20 years ago. In the last few years staff has been experiencing numerous and varied difficulties. Replacement parts for the phones are no longer available. Support for the system is no longer available due to its age.

Staff reviewed a number of systems last year with implantation scheduled for this fiscal year however the vendor of choice has been acquired by a competitor.

Status:

Due to the changing industry and technical aspect of this large purchase district staff felt it incumbent to seek expertise from consultants in the field.

Communications Strategies has been in the technology consulting business for 30 years and are recognized as leaders in the industry. They will assist the district in the scope of identifying our needs, request for proposal, evaluations of the vendor quotes and other areas identified in their scope of work.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost &/or Funding Sources

\$13,065 from one-time funds assigned for the new phone system.

Recommendation:

That the Board approves the consulting agreement with Communication Strategies.

Time: 5 mins.

Proposal for Technology Consulting Services

For



RIVER DELTA UNIFIED SCHOOL DISTRICT

Serving K-12 in the Delta Communities along the Sacramento River

Presented to:

**Craig Hamblin
Director M.O.T.**

By

Chuck Vondra
Sr. Consultant, Managing Principal
(707) 963-5418
Chuck@com-strat.com

Kerry McLachlan
Director, Business Development
(408) 410-9632
Kerry@com-strat.com

Copyright © 2016 Com-Strat, LLC. All Rights Reserved.

November 8, 2017

Craig Hamblin
Director M.O.T.
River Delta Unified School District
445 Montezuma Road
Rio Vista, CA 94571

Dear Craig:

Thank you for the opportunity to present for consideration a Communications Strategies proposal for communication technology consulting to the River Delta Unified School District. Communication Strategies is well qualified and staffed to support your stated objectives. With over 30 years of industry experience, Communication Strategies specializes in providing technology consulting to clients in a diverse range of practices and vertical markets with proven expertise in the K-12 and Higher Education segment. We provide expert **customized** support to clients looking to evaluate and procure new voice, data, unified communications, contact center, network infrastructure, and carrier services.

Our key strengths:

- **Experience:** Over 30 years' experience with the unique requirements of education sector clients.
- **Expertise:** Full service technology firm providing strategic planning, needs assessment, technology evaluation and project management.
- **Vendor Neutrality:** We do not sell nor are we aligned with any manufacturers or vendor's equipment or services. Clients are assured that our analysis is unbiased and benefits only our clients.

Members of the Communication Strategies team will be available to meet or address questions regarding our proposal at your convenience.

Sincerely,

Chuck Vondra

Chuck Vondra
Sr. Consultant, Principal
Communication Strategies
1176 Starr Avenue
St. Helena, CA 94574
707.963.5418
Chuck@Com-Strat.com

Client Background

In 1967 the River Delta Unified School District was created through the merging of 13 different river community school districts. The District serves the population of three separate counties, Sacramento, Solano, and Yolo, and the communities of Clarksburg, Hood, Courtland, Locke, Walnut Grove, Ryde, City of Isleton, Birds Landing, Collinsville and the City of Rio Vista. RDUSD currently serves on average 2040 students.

Project Overview

The River Delta Unified School District (RDUSD) is currently operating on an older Mitel IP and TDM system at its 9 locations. RDUSD is interested in migrating to new platform that will provide them with improved functionality and performance.

- It is expected that the new system core will be deployed at Rio Vista High School with an georedundant failover site.
- The new system will be designed to deploy approximately 300 endpoints.
 - Classroom devices will be basic IP terminals
- RDUSD expects that their current data network environment is VoIP ready, 2 school sites are in process of a final upgrade.
- The District Office and school sites are connected via Microwave

To embark upon a formal procurement process RDUSD is interested in securing the services of an independent consulting firm who will develop the formal requirements documentation, assist in the procurement process via a state procurement vehicle and optionally provide subject matter expertise and project oversight to assure the successful deployment of the new platform.

Communication Strategies Value Proposition

- Our market knowledge allows us to negotiate significant discounts from solution providers, often covering most or all of our consulting fees.
- Our broad technology experience allows us to address projects holistically rather than being centered around one of the solution components.
- We assist clients in not over-buying, or under-buying technology and services
- We have been successful in developing long term relationships with our clients, allowing us to leverage knowledge gained on projects towards future projects.

Corporate Overview

Communication Strategies is a premier technology consulting company specializing in enterprise telecommunications and infrastructure. Established in 1987, we have become a recognized leader serving clients' domestic and global communications requirements. Because we are independent consultants, our clients receive value from wide industry experience, objective expertise, unbiased recommendations and cost effective solutions. Our consultants have an **average of 25 years' experience** in telecommunications consulting. Communication Strategies has experience managing projects throughout the United States and abroad.

As VoIP deployments became standard and ubiquitous, emerging technologies such as Unified Communications, Cloud based options and Collaboration have become the next generation deployment prerequisite to address workflow improvement and business productivity objectives. Over the past twenty years Communications Strategies has built an experienced professional team that assists clients in evaluating, selecting and deploying leading technology solution to solve complex communication objectives.

Communication Strategies has decades of experience in a wide range of Vertical Markets. Our expertise and experience in a diverse range of markets allows Com-Strat Consultants and Project Managers to leverage our knowledge and experience gain from one industry to another.

Education	Public Sector	Healthcare
Bio-Med/Tech	Financial	Legal
Entertainment	Retail	Insurance

Core Competencies

- **Strategic Planning** – Determine a short, medium, and long term plan to mitigate current issues and roadmap for future technology needs - including systems platforms, network requirements, budgets, timelines and return on investment.
- **Design, Recommendation & Implementation** - Conduct needs analysis, prepare budget and return on investment, develop RFP specifications, provide objective analysis and manage successful system(s) implementation.
- **Information Systems Consulting** – ERP deployments, Document Management Systems, CRM evaluations/deployment/customization, Web hosting and design, and various database and enterprise software deployments
- **Unified Communications and Collaboration**- Design and implementation of enterprise networks and customer premise equipment involving emerging technology.
- **Contact Center Consulting** - Manage revenue objectives, customer satisfaction and staffing expenses through effective call flow design and call center technologies.
- **Technology Infrastructure Consulting** – Data/Telecom infrastructure design and budgeting for equipment room(s), Web hosting/Co-location, space planning, electrical & back-up power, air conditioning, fire suppression, flooring, and inside/outside cable plant design. Includes everything from initial budgets, CAD drawings, RFP generation, project management and as-built documentation.
- **LAN/WAN Network Design** – Develop efficient, economic and disaster resilient network design for single to multi-office national & global networks. Local, long distance, internet, point to point and virtual private networks (VPN).
- **Cyber Security Consulting** -- Initial assessment, penetration testing management, coordinate SOX audits, evaluate NIST compliance, provide gap analysis and strategic direction, and manage security vendors and projects.
- **Telephone Expense Auditing** – We reduce telecommunications expenses by performing a complete telco inventory, bill analysis and contracts evaluation. Cost reductions and or refunds are identified, negotiated and implemented.
- **Project Management and Staff Augmentation** – Perform project management services and responsibilities on an outsourced contract basis. This allows your busy staff to focus on the daily demands of their work while we take care of the rest.

Project Team

Communication Strategies assigns a veteran team to work together towards successful project completion. This approach allows for single point of contact for project tasks and communications while providing subject matter expertise where needed. Each project team consists of:

- Principal in Charge – A principal of Communication Strategies who supports the Project Manager
- Project Manager – Senior consultant to act as single point of contact through all project phases
- Project Director – Manager of all projects and project managers

Communication Strategies has developed an innovative approach to the Needs Assessment/Evaluation /Project Management process for technology decisions. The process represents a continuous work flow that allows each phase to easily leverage off information gathered in the previous phases. The results of this approach include:

- Efficiencies generated allow us to reduce overall project costs for our Clients.
- Objective rating and scoring system makes it easy to articulate and justify recommendations.
- The system is designed to prevent disputes and challenges from the vendor community.
- Our process allows Clients to develop evaluation weightings to ensure that the best long term solution is identified and selected.

References

Communication Strategies Project Experience and References

- San Juan Unified School District
- Twin Rivers Unified School District
- Peninsula School
- The Athenian School
- Hartnell CCD
- San Jose - Evergreen CCD
- CSU San Francisco
- Portola Valley School District
- Sequoia Union High School District
- California College of the Arts
- John F. Kennedy University
- Napa Valley College
- Stanford University
- Stanislaus County Office of Education
- Stockton Unified School District
- Foothill - De Anza Community College
- Elk Grove Unified School District
- Pleasanton Unified School District
- Napa Valley Unified School District
- St. Mary's College
- Dry Creek Joint Elementary School District
- Solano Community College District
- University of California
- St. Ignatius College Preparatory

Sequoia Union High School District

Contact: Clint Barrett

Title: Director, IT

Phone Number: (650) 444-0153

Address: 480 James Ave, Redwood City, CA 94062

Email: cbarret@seq.org

Project Description: Aging EOL NEC PBX system replacement, 9 sites 1100 handsets Provided needs assessment, RFP development, vendor selection and project management. Project completed summer 2013

Client platform selection: Avaya

Elk Grove Unified School District

Contact: Skip Brewer

Title: Computer Security and Special Projects Manager

Contact number: 916-509 7790

Email: rlbrewer@egusd.net

Project Description: Active Engagement. Nortel system(s) replacement with phased deployment of ShoreTel, 66 sites with 6700 handsets. Provided Strategic Planning and Budget report, RFP development, and vendor evaluation and selection. Currently providing project management during phased implementation.

Client platform selection: ShoreTel

Dry Creek Joint Elementary School District

Contact Name: Gary Habeeb

Title: Director IT

Address: 9707 Cook Riolo Rd, Roseville, CA 95747

Phone Number; (916) 770-8870

Email: ghabeeb@dcjesd.us

Brief project description: Contracted for a Phase 1 evaluation in 2014. Under current contract for RFP development, vendor selection and project management to implement new VoIP system.

Scope of Work

This proposal is based on the idea of the District procuring a ShoreTel Unified Communications System or a Mitel system from a leading supplier, using a pre-negotiated purchasing contract (CMAS, WSCA, Cal Net). ShoreTel, a leading supplier of UC solutions has been recently purchased by Mitel and the District may want to evaluate both options.

Phase 1	Requirements Documentation Tasks	Quantity	Hours	Net Hours
1.01	Kickoff - review project objectives and budget, team resources, project plan and schedule.	1	1	1
1.02	Create Discovery workbook, and work with client on obtaining site details, counts, capacities, compatibility, infrastructure	1	2	2
1.03	Workshop with IT team to develop understanding of existing and envisioned IT infrastructure including LAN/WAN	1	1	1
1.04	Validate solution design, component capacities	1	2	2
1.05	Meeting with key "purchasing policy" departments to review RFP process (i.e. Purchasing, Legal Counsel, HR, Compliance, Security)	1	1	1
1.06	Develop deployment strategy, schedule	1	1	1
1.07	Gather Telco invoices from client, inventory services used, look for cost savings, provide recommendations for new configuration	1	4	4
1.08	Physical survey of MDF and Data Center for design, suitability, infrastructure, upgrade requirements	Optional	1	TBD
1.09	Physical survey of IDF equipment/wiring closets (at H.O. and branches) to review power, cable plant, rack space, current installed equipment	Optional	0.5	TBD
1.10	Review E911 goals	1	1	1
1.11	Review Disaster Recovery/Business Continuity Goals	1	1	1
1.12	Detailed inventory of phone and user counts (by location)	Client IT to perform	2	TBD
1.13	Detailed Telecom feature and application review and prioritization (Mandatory, Preferred, Optional, Nice to Have)	Optional	3	TBD
1.14	Departmental Requirements Discovery Meetings - Detailed	Optional	1	TBD
1.15	Generate electronic end user survey to solicit feedback and requirements	Optional	4	TBD
1.16	Generate Use Case Scenarios	Optional	3	TBD
1.17	Workshop with ACD Contact Center managers to review and validate requirements	N/A	4	TBD
1.18	Investigate and develop requirement specifications for Advanced Contact Center applications (IVR, Multi-Channel, Screen Pop, etc.)	N/A	4	TBD

1.19	Investigate and develop requirement specifications for Advanced Unified Communications applications (Presence, Instant Messaging, Collaboration, etc.)	Option	4	TBD
1.20	Identify and validate procurement strategy vehicle	1	2	2
1.21	Design and develop LAN/WAN replacement/upgrade specifications for inclusion in the RFP	N/A	6	TBD
1.22	Develop Requirements definition - technical specifications, response criteria, installation requirements, T&Cs, warranty, etc.	1	12	12
1.23	Create standardized pricing and capacity spreadsheets that vendors will use to ensure side by side comparability of bidders	1	2	2
1.24	Develop evaluation weighting and scoring matrix	1	2	2
1.25	Compile potential vendor list and distribute RFP	2	0.5	1
1.26	Conduct bidders conference	N/A	2	TBD
1.27	Assist with any bidder's Q&A, research and formulate responses (# of bidders)	2	1	2
1.28	Read and evaluate RFP responses, determine compliance and technical merit, clarify any bidder ambiguity (# of responses)	2	2.5	5
1.29	Technical evaluation and scoring of each vendor's proposal (# of responses)	2	1	2
1.30	Participate in Short List Decision Process, mediate Q&A, finalize short list justification reasoning	N/A	2	TBD
1.31	Demo Coordination and Agenda preparation (# of vendors)	2	0.5	1
1.32	Participate in short list bidder presentation (# of vendors)	2	4	8
1.33	Presentation review meeting with evaluation committee, determine any amendments to requirements based on information gathered in demonstration process	1	2	2
1.34	Presentation review follow up and Q&A with finalist vendors (# of finalists)	1	1	1
1.35	Coordinate and consult on Best and Final Offer to add or remove any revised requirements from demonstration process (# of finalists)	1	1	1
1.36	Evaluate contract, Terms and Conditions, and Scope of Work for industry best practice and project requirements	1	2	2
1.37	Assist with formal recommendation report and justification presentation - draft, consensus editing, finalize	1	4	4
1.38	Recommendation presentation meeting to Board or other governance group	1	2	2
1.39	Participate in weekly planning meetings (per week)	4	0.5	2
1.40	Miscellaneous emails, PM and follow up - weekly	4	0.5	2
Phase1 Total				67

Project Fees

Phase 1: 67 hours at \$195 per hour \$13,065.00

Agreement for Technology Consulting

This agreement is between Communication Strategies (Com-Strat, LLC) and the River Delta Unified School District for the purpose of technology consulting services.

SCOPE OF WORK:

Phase 1 as described above

FEES:

67 Hours at \$195.00 per hour for a total of \$13,065.00

TERMS:

Communication Strategies requires a 30% deposit to initiate the project

Communication Strategies will submit invoices monthly for work performed and receipt of payment is net 30 days.

All local travel and normal expenses are included in our hourly rate.

The hours quoted are not to exceed figures, and are expected (but not guaranteed) to fulfill the Scope of Work proposed.

ACCEPTANCE

River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Com-Strat, LLC
1176 Starr Ave.
St. Helena, CA 94574

Name: _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____