

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## Notice of a Regular Meeting of the Board of Trustees

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

**March 13, 2018**

**Walnut Grove Elementary School ♦ 14181 Grove Street, Walnut Grove, CA**

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

### REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 5:30 p.m.)
  2. Roll Call
  3. Review Closed Session Agenda (see attached agenda)
    - 3.1 Announce Closed Session Agenda
    - 3.2 Public Comment on Closed Session Agenda Items Only
  4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@5:35 p.m.)  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Time: \_\_\_\_\_
  5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: \_\_\_\_\_
    - 5.1 Retake Roll Call  
Member Fernandez \_\_\_\_; Member Olson \_\_\_\_; Member Riley \_\_\_\_; Member Donnelly \_\_\_\_;  
Member Elliott \_\_\_\_; Member Maghoney \_\_\_\_; Member Bettencourt \_\_\_\_
    - 5.2 Pledge of Allegiance
  6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1) – Board President Fernandez
  7. Review and Approve the **Open Session** Agenda  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
  8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific agendized item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. However, **understand the Board may not take action on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}
  9. **Reports, Presentations, Information**
    - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
      - 9.1.1 Board Members' Report(s)
      - 9.1.2 Committee Report(s)
      - 9.1.3 Superintendent Beno's Report(s)
    - 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District 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 – Educational Services' Reports and/or Presentation(s) – Kathy Wright, Director of Educational Services
      - 9.3.1 Educational Services and Special Education Updates – Kathy Wright
    - 9.4 River Delta Unified Teacher's Association (RDUTA) Update:
    - 9.5 California State Employee's Association (CSEA) Chapter #319 Update:
      - 9.5.1 Public Hearing – To "Sunshine" the California School Employees' Association (CSEA)'s Initial proposals for negotiation with River Delta Unified School District for 2017-2018 – Don Beno
- Open Public Hearing \_\_\_\_\_ pm Comments: \_\_\_\_\_ Close Public Hearing \_\_\_\_\_ pm**
- 9.6 First 5 Sacramento presentation – Carrie Norris

10. **Consent Calendar**

- 10.1 Approve Board Minutes  
Regular Meeting of the Board, February 20, 2018
- 10.2 Receive and Approve Monthly Personnel Reports  
As of March 13, 2018
- 10.3 District's Monthly Expenditure Report  
February 2018
- 10.4 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
- 10.5 Request to approve the PTC fund raising event "Yearbook Sales" at D.H. White Elementary School – Nick Casey
- 10.6 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Growing Healthy Children Therapy Services) for the 2017-18 school year at a cost not to exceed \$3,000 – Special Educational Funds – Kathy Wright
- 10.7 Request to approve the out of state travel for Carrie Norris and Esmeralda Sanchez to attend the School Climate and Culture Conference in North Lake Tahoe, Nevada from April 22-23, 2018 – LCFF Supplemental Funds (0740) – Carrie Norris
- 10.8 Request to approve out of state travel for Jennifer Emigh to travel to Yakima, Washington to attend the GLAD Tier III Agency Trainer Recertification Conference April 18-20, 2018 at a cost not to exceed \$2,000 – Educational Services Funds – Kathy Wright
- 10.9 Request that the Board acknowledge CSEA's initial proposals for negotiation with River Delta School District for 2017-2018 – Don Beno
- 10.10 Donations to Receive and Acknowledge:
  - Delta High School - Athletic Department - In memory of Mary Louise Naugle**  
Steven and Sally Rogers \$500
  - Riverview Middle School – General Donation**  
Beth Brockhouse - \$179.48
  - Rio Vista High School**  
Montezuma Volunteer Firefighters Association - \$1000 AFS and Soccer Programs  
Zachariah L. Kinchelow – Class of 1968 Scholarship Fund - \$100

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

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

- 11. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and or Exhibits due to new legislations or mandated language and citation revisions as of December 2017 – Don Beno  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 12. Request to approve the District-Wide Calendar for the 2018-2019 school year – Don Beno  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 13. Request to approve the Second Interim Financial Report for 2017-2018 – Elizabeth Keema-Aston  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 14. Request to approve Res. #743 of the governing board authorizing the borrowing of funds for fiscal year 2018-2019 and the issuance and sale of one or more series of 2018-2019 tax and revenue anticipation notes (TRAN) therefore and participation in the California school cash reserve program and requesting the board of supervisors of the county to issue and sell said series of notes – Elizabeth Keema-Aston  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

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

- 15. Request to approve the Memorandum of Understanding with Delta Elementary Charter School (DECS) allowing DECS to use the District's Bandwidth – Elizabeth Keema-Aston  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 16. Request to approve the Elimination of Instructional Assistant IIIA position at Isleton Elementary School for the 2018-2019 School Year – Don Beno  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_
- 17. Report of action in Closed Session regarding student discipline(s) including votes on each individual case and to approve suggested action – Case number 1718-321-001 [Education Code Sections 49070 (c) and 76232(c)]: - Board President Fernandez  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

18. Requesting the Board to authorize Mr. Beno or Elizabeth Keema-Aston to modify and approve the Contract with Conterra for Ethernet Services to meet the needs of the District and contingent upon Y21 E-Rate Finding - Elizabeth Keema-Aston

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

19. Request to approve the Contract with GigaKOM for Network Equipment contingent on Y21 E-Rate Funding – Elizabeth Keema-Aston

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

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

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

22. Adjournment

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

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

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

**AFFIDAVIT OF NOTICING AND POSTING:**

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries and the River News Herald were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on or before Friday, March 9, 2018, by or before 5:30 p.m.

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

ATTACHMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT
Notice of a Regular Meeting of the Board of Trustees

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

March 13, 2018

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

CLOSED SESSION

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

A Closed Session will be held beginning at 5:35 p.m. on March 13, 2018, at the Walnut Grove Elementary School, Walnut Grove, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 Student Discipline [Education Code Sections 49070 (c) and 76232 (c)]. -
4.1.1 Expulsion Recommendation - Student case number 1718-321-001

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
4.3.5.1 Resolution #744 non-re-employment for the 2018-2019 school year for Probationary 0, I & II Certificated Staff – Don Beno

Roll Call Vote:

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

4.3.6 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: \_\_\_\_\_ Time: \_\_\_\_\_

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018 Attachments: X  
From: Elizabeth Keema-Aston, Chief Business Officer Item No.: 9.2.1  

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

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

Status: District-wide enrollment ***decreased by 6 students*** compared to the same month last year, decreasing from 1,910 to 1,904. (Does not include Adult Ed)

District-wide enrollment ***increased by 11 students*** compared to last month (*January*), from 1,893 to 1,904. (Does not include Adult Ed)

District-wide attendance ***increased 35 ADA*** compared to last month (*January*), 1,767 to 1,802. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

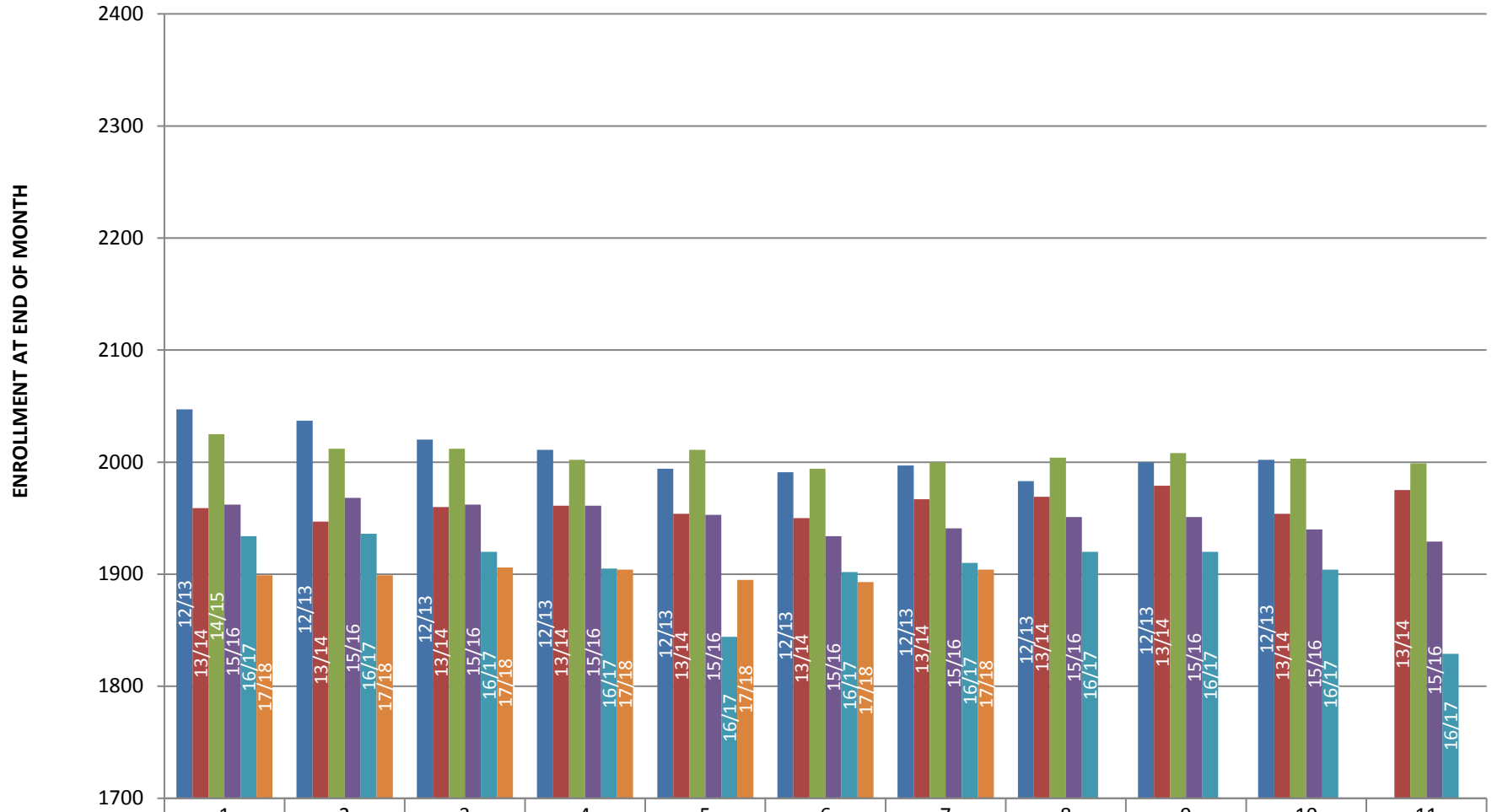
Presenter: Elizabeth Keema-Aston, Chief Business Officer

Recommendation:

That the Board receives the information presented.

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr From Pr Month	% of ADA	OCT	OCT	Incr/Decr From Pr Month	% of ADA	NOV	NOV	Incr/Decr From Pr Month	% of ADA	DEC	DEC	Incr/Decr From Pr Month	% of ADA	JAN	JAN	Incr/Decr From Pr Month	% of ADA	FEB	FEB	Incr/Decr From Pr Month	% of ADA
		16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18		
BATES	ENR	151	136			153	132	-4		148	137	5		149	137	0		137	129	-8		148	136	7		152	137	1	
	ADA	149	133	97.8%		147	132		100.0%	146	130		94.9%	143	134		97.8%	146	132		102.3%	139	133		97.8%	146	134		97.8%
CLARKSBURG (7th & 8th Gr)	ENR	177	197			176	197	0		172	197	0		171	194	-3		165	197	3		172	196	-1		174	197	1	
	ADA	171	193	98.0%		171	192		97.5%	168	191		97.0%	165	191		98.5%	165	187		94.9%	160	185		94.4%	167	189		95.9%
ISLETON	ENR	173	159			176	158	-1		173	162	4		172	161	-1		170	162	1		171	164	2		169	166	2	
	ADA	166	153	96.2%		167	151		95.6%	166	155		95.7%	165	155		96.3%	162	152		93.8%	159	148		90.2%	160	155		93.4%
RIVERVIEW	ENR	244	231			245	230	-1		244	231	1		242	231	0		242	230	-1		243	230	0		245	229	-1	
	ADA	236	226	97.8%		237	221		96.1%	232	218		94.4%	232	221		95.7%	231	220		95.7%	221	214		93.0%	234	216		94.3%
WALNUT GROVE	ENR	168	163			170	164	1		170	166	2		168	165	-1		167	162	-3		170	167	5		169	166	-1	
	ADA	165	158	96.9%		162	158		96.3%	161	159		95.8%	164	158		95.8%	160	156		96.3%	151	159		95.2%	157	160		96.4%
D.H. WHITE	ENR	363	352			359	353	1		354	349	-4		352	356	7		338	335	-21		345	349	14		347	351	2	
	ADA	345	331	94.0%		340	337		95.5%	339	332		95.1%	338	334		93.8%	328	331		98.8%	317	324		92.8%	322	331		94.3%
<b>ELEMENTARY SUB TOTAL</b>	ENR	1,276	1,238			1,279	1,234	-4		1,261	1,242	8		1,254	1,244	2		1,219	1,215	-29		1,249	1,242	27		1,256	1,246	4	
	ADA	1,232	1,194			1,224	1,191			1,212	1,185			1,207	1,193			1,192	1,178			1,147	1,163			1,186	1,185		
CLARKSBURG (9th Grade)	ENR	58	80			58	80	0		58	79	-1		58	79	0		55	81	2		57	80	-1		57	80	0	
	ADA	57	79	98.8%		56	78		97.5%	57	78		98.7%	56	74		93.7%	56	77		95.1%	51	68		85.0%	55	76		95.0%
DELTA HIGH	ENR	190	162			190	164	2		189	165	1		188	164	-1		177	166	2		189	161	-5		187	166	5	
	ADA	185	160	98.8%		182	157		95.7%	181	157		95.2%	180	158		96.3%	179	156		94.0%	174	149		92.5%	174	156		94.0%
RIO VISTA HIGH	ENR	377	386			373	385	-1		381	387	2		370	381	-6		363	368	-13		373	376	8		376	380	4	
	ADA	365	372	96.4%		360	368		95.6%	361	367		94.8%	357	366		96.1%	357	365		99.2%	345	361		96.0%	352	357		93.9%
<b>HIGH SCHOOL SUB TOTAL</b>	ENR	625	628			621	629	1		628	631	2		616	624	-7		595	615	-9		619	617	2		620	626	9	
	ADA	607	611			598	603			599	602			593	598			592	598			570	578			581	589		
Mokolumne High (Continuation)	ENR	18	15			17	14	-1		12	12	-2		13	14	2		9	12	-2		11	14	2		12	13	-1	
	ADA	15	12			13	12			9	10			11	12			10	12			7	11			9	12		
River Delta High/Elem (Alternative)	ENR	10	14			15	18	4		14	17	-1		16	18	1		16	17	-1		17	17	0		18	16	-1	
	ADA	9	11			10	11			9	13			10	14			12	16			11	13			13	13		
Community Day	ENR	5	4			4	4	0		5	4	0		6	4	0		5	3	-1		6	3	0		4	3	0	
	ADA	4	3			4	4			4	4			5	4			5	4			5	2			4	3		
<b>TOTAL K-12 LCFF Funded</b>	ENR	1,934	1,899			1,936	1,899	0		1,920	1,906	7		1,905	1,904	-2		1,844	1,862	-42		1,902	1,893	31		1,910	1,904	11	
	ADA	1,867	1,831			1,849	1,821			1,833	1,814			1,826	1,821			1,811	1,808			1,740	1,767			1,793	1,802		
Wind River- Adult Ed	ENR	13	0			19	40	40		30	48	8		31	53	5		25	53	0		27	55	2		33	57	2	
<b>TOTAL DISTRICT</b>	ENR	1,947	1,899			1,955	1,939	40		1,950	1,954	15		1,936	1,957	3		1,869	1,915	-42		1,929	1,948	33		1,943	1,961	13	

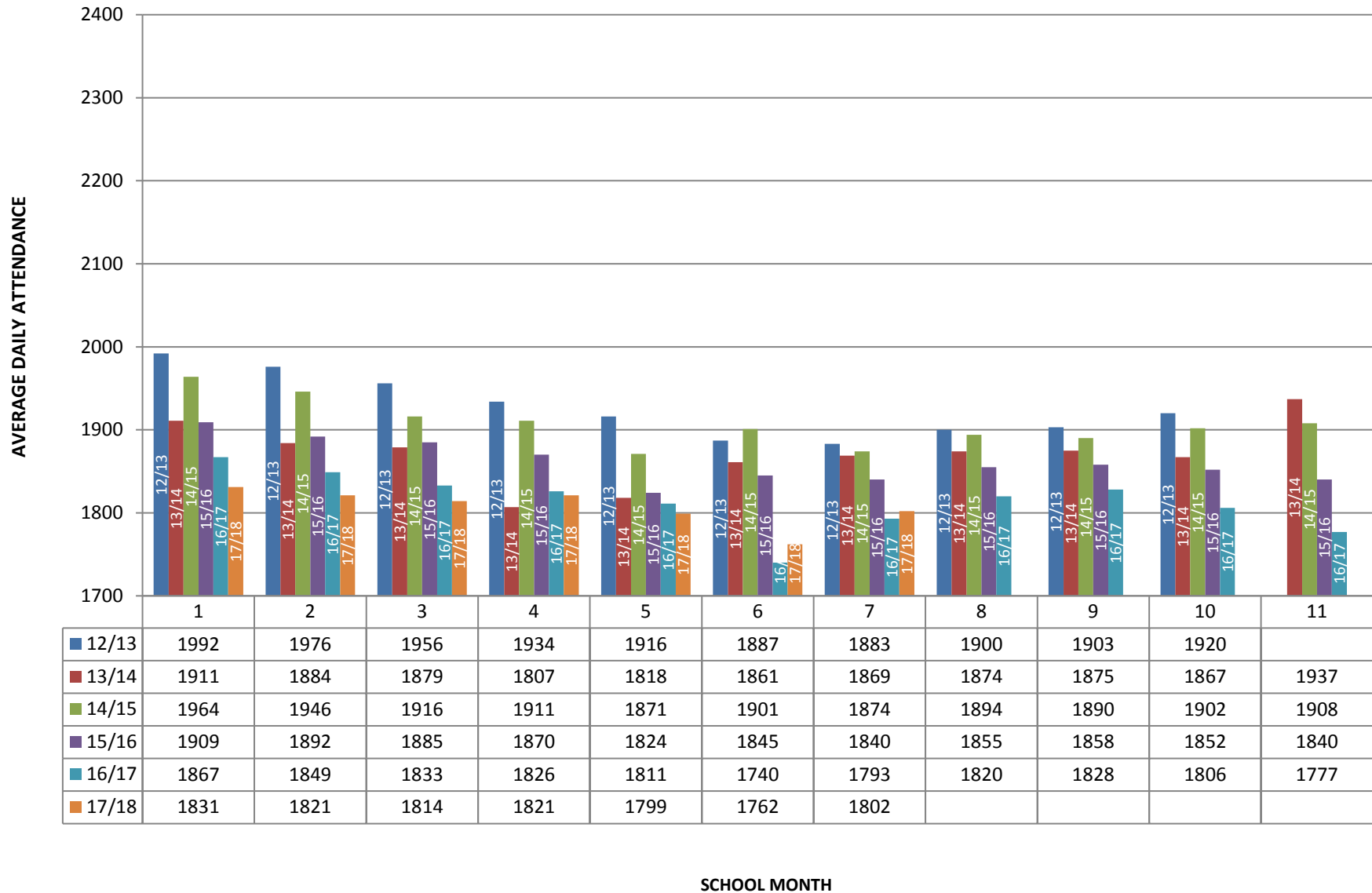
# ENROLLMENT



	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	1904	1895	1893	1904				

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: March 13, 2018 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  
 February 28, 2018

Working Budget						Actuals thru: 2/28/2018					
	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	15,649,996	16,229,376	4,147,537	12,232,833	1,153,606	11,079,227	70.79%	9,721,557	59.90%	
Restricted	1,017,689	7,404,407	8,292,944	129,152	1,774,306		1,774,306	23.96%	3,749,597	45.21%	
Combined	5,744,606	23,054,403	24,522,320	4,276,689	14,007,139	1,153,606	12,853,533	55.75%	13,471,154	54.93%	
<i>Dry Period Financing</i>					-		-				
General Fund - Fund Balance %	17.44%	<i>Represents Ending Balances divided by Budget Expenses (D/C)</i>									
Other Funds											
Adult Ed. (11)	20,229	80,771	100,999	1	47,908		47,908	59.31%	42,500	42.08%	
Child Development (12)	-	246,055	246,055	-	57,497		57,497	23.37%	94,410	38.37%	
Cafeteria ( 13 )	103,719	1,010,635	995,056	119,298	430,074		430,074	42.55%	473,254	47.56%	
Sp. Res-Other than Cap. Outlay (17)	68,125	300	-	68,425	210		210	70.00%	-	0.00%	
Bond Fund ( 21 )	844,308	25,500	25,500	844,308	23,411		23,411	91.81%	-	0.00%	
Bond Fund- SFID #1 South (22)	118,117	600	23,600	95,117	342		342	57.00%	11,875	50.32%	
Bond Fund - SFID #2 North (23)	55,831	200	23,200	32,831	152		152	76.00%	12,743	54.92%	
Developer Fees (25)	40,933	316,083	252,800	104,216	145,088		145,088	45.90%	235,772	93.26%	
County School Facilities (35)	3,197	(6)	-	3,191	-		-	0.00%	-	0.00%	
Capital Projects (49)	32,289	100	8,640	23,749	98		98	98.00%	5,400	62.50%	

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

**BOARD AGENDA BRIEFING**

Meeting Date: 3-13-18  
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 February 2018

**Presenter**

Craig Hamblin

**Other People Who Might Be Present**

**Cost &/or Funding Sources**

**Recommendation:**

That the Board receives this information

Time: 5 mins.

**Maintenance, Operations & Transportation**  
**Monthly Report for Board Meeting**  
**March 13, 2018**

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:**

- **Clarksburg Middle School**
  - Repaired water leak under building beneath Boy's bathroom - \$1,213.56
- **Delta High School**
  - Replaced leach pump for Boy's Locker Room area - \$358.41
- **D.H. White Elementary School**
  - Cleaned all HVAC condenser coils and pre-air screens on Bldg. A – \$118.64
  - Installed new rope on flag pole - \$115.47
- **Isleton Elementary School**
  - Reprogrammed 916 number and corrected 877 number on intrusion alarm - \$206.72
- **Rio Vista High School**
  - Moved all furniture and installed new carpet in Library - \$1,398.23
  - Cleaned all HVAC condenser coils and pre-air screens on Bldg. E - \$150.99
  - Replaced bulbs and ballast in Girl's Locker Room - \$266.97
  - Re-wired all fixtures for new LED lamps in Staff and Student parking lots - \$2,572.74
  - Ran electrical and installed new AC unit for Radio Rio server room - \$3,568.49
- **Riverview Middle School**
  - Replaced 60 acoustic tiles in gym - \$187.05
- **Walnut Grove Elementary School**
  - Added wood chips to playground area - \$862.47
  - Replaced wood support boards on benches - \$232.89

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018

Attachments:   X  

From: Carrie Norris, principal

Item Number:   9.6  

**SUBJECT**

First 5 Presentation

Action:     

Consent Action:     

Information Only:   X  

**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 pre-school support and 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. Our district has been approved for an additional 3 year grant, beginning July 1, 2018 and ending June 30, 2021 in the amount of \$867,081. This is a 26% reduction in funding from the previous grant cycle due to cuts to First 5 California. The work that our team has done toward sustainability efforts in partnering with Head Start and working with Antonia Slagle to write the state pre-school grant that was awarded has allowed RDUSD First 5 to continue with an increased level of services to our students and families, even though funds have been reduced. This funding will allow RDUSD to continue our First 5 School Readiness services at Bates, Walnut Grove, and Isleton Schools, including parent/child play groups, pre-school support at Isleton, Walnut Grove, and the Courtland YMCA, parenting classes, home visitor program, developmental, vision, hearing, and dental screenings, Kinder Camps, the Family Resource Center in Walnut Grove and more. Contracts for the next grant cycle will be presented at the May/June board meeting.

**Presenter:** Carrie Norris, Heather Goss, Sandra Martinez

**Other People Who Might Be Present:** Monin Mendoza from First Five Sacramento

**Cost &/or Funding Sources** First 5 Sacramento will fund fiscal years 2018-2021 School Readiness grant. The funding amount for this period is **\$867,081.00**.

**Recommendation:** That the board receives information on RDUSD First 5 Programs.

Time:   8 mins.



February 26, 2018

COMMISSIONERS

Phillip Serna, Chair

Beth Hassett,  
Vice-Chair

David W. Gordon

Terrence Jones, D.D.S.

Olivia Kasirye, M.D.

Paul Lake

Scott Moak

ALTERNATES

Christina Elliott

Kathy Kossick

Patrick Kennedy

Terrie Porter

Donna Sneeringer

Lee Turner Johnson

Steve Wirtz

Carrie Norris, Principal  
River Delta Unified School District  
Walnut Grove Elementary  
14181 Grove Street  
Walnut Grove, CA 95690

Dear Ms. Norris,

On February 5, 2018, the First 5 Sacramento Commission authorized the Executive Director, or her designee, to negotiate and execute an expenditure agreement with River Delta Unified School District for School Readiness program services.

This agreement will be for a three-year term beginning July 1, 2018 and ending on June 30, 2021. The total amount of First 5 Sacramento funding for this period is \$867,081.

Sincerely,

*Monin Mendoza*

Monin Mendoza, MSW  
Program Planner

EXECUTIVE DIRECTOR

Julie Galleo

2750 Gateway Oaks Drive, Suite 330 ♦ Sacramento, CA 95833

Phone: (916) 876-5865

E-Mail: [first5sac@saccounty.net](mailto:first5sac@saccounty.net)

Fax: (916) 876-5877

Website: [www.first5sacramento.net](http://www.first5sacramento.net)

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018

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

From: Don Beno, Superintendent

Item Number: 10.1

**SUBJECT** Request to approve the minutes from the Board of  
Trustee's meeting held on February 20, 2018

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

**Background:**

Attached are the minutes from the Board of Trustee's meeting held on:  
February 20, 2018.

**Status:**

The board is to review for approval.

**Presenter**

Jennifer Gaston, recorder

**Other People Who Might Be Present**

Board

**Cost &/or Funding Sources**

None

**Recommendation:**

That the Board approves the Minutes as submitted.

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## MINUTES

### REGULAR MEETING

February 20, 2018

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on February 20, 2018 at Isleton Elementary School, Isleton, California.
2. **Roll Call of Members:**
  - Alicia Fernandez, President
  - Don Olson, Vice President
  - Marilyn Riley, Clerk
  - Sarah Donnelly, Member
  - Chris Elliott, Member
  - Katy Maghoney, Member
  - David Bettencourt, Member (Absent)

Also present: Don Beno, Superintendent
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
  - 3.1 Board President Fernandez announced items on the Closed Session Agenda.
  - 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
  - 3.3 Approve Closed Session Agenda and Adjourn to the **Closed Session**
4. Board President Fernandez asked for a motion to adjourn the meeting to Closed Session @ 5:36 pm  
Member Riley moved to approve, Member Donnelly seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)
5. **Open Session was reconvened at 6:35 pm**
  - 5.1 Roll was retaken, Member Bettencourt was absent and all members were present.  
Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.
  - 5.2 The Pledge of Allegiance was led by Antonia Slagle, Principal of Isleton 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 took the following actions during closed session.
  - 4.3.4.1 The Board approved Resolution #741 Release and Non-Reelect of certificated employees hired under temporary contracts for the 2017-2018 school year motion carried by a roll call vote:  
Member Olson moved to approve, Member Riley seconded. Motion carried by roll call vote 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)
  - 4.3.4.2 The Board has approved Resolution #742 non-re-employment for the 2018-2019 school year for Probationary 0, I & II Certificated Staff Motion carried by a roll call vote  
Member Olson moved to approve, Member Riley seconded. Motion carried by roll call vote 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)
7. **Review and Approve the Open Session Agenda**  
Board President Fernandez announced that a request has been made to revise Consent Calendar item 10.2 Monthly Personnel report, reasoning is that the Personnel Report had changes after the posting deadline but prior to the meeting, copies were available to the Board and public in attendance. President Fernandez asked for a motion to approve the Open Session Agenda with the revision of the Monthly Personnel Report.  
Member Olson moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)
8. **Public Comment:** None to report
9. **Reports, Presentations, Information**
  - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
    - 9.1.1 Board Members' report(s): Member Maghoney honored Mrs. June Rowan, a former teacher of the district, who had recently pass away. Member Maghoney reminisced of what an amazing teacher she had been and the impact that she had made on her life. Mrs. Rowan was the reason she had become a teacher and specifically an English teacher.  
  
Member Maghoney also sent her regards and wished a speedy recovery to Paula Anderson an Isleton teacher, who had recently been in a car accident.  
  
Member Riley gave recognition to Stan Rodriguez a former district employee who had passed away during the last weekend. Mr. Rodriguez was a district employee in the maintenance department for approximately 30 year before his retirement. She stated that he was a wonderful person and had a great work ethic.



Member Fernandez reported that she and Mr. Beno attended the WASC introduction meeting at Delta High School. Prior to the visitation the school is responsible to submit a comprehensive self-study report for the committees review. The WASC committee asked questions and was well informed of the uniqueness of the school and all its qualities and difficulties. Member Fernandez has heard that the visit seemed to go well and is looking forward to the report when it is available. Member Fernandez thanked the staff for a great job during the process.

9.1.2 Committee Report(s): Member Donnelly attended the 2X2 meeting held Rio Vista. Member Donnelly reported that she, the City Manager and two council members were in attendance. The topic of discussion was of the new development in Rio Vista, formerly known as the Liberty Homes development, behind Trilogy. Part of the development will be for senior living in a gated subdivision and the other will be single family homes. One of the interesting aspects of this development is that the project will be sold in whole, which means that the entire development will be built prior to any of the individual homes being sold. Unlike the more commonly scenario of the homes being sold upon completion one at a time. Other developers plan to follow suit, such as Seeno Homes if this development sell quickly or the market shows that there is still need or more homes.

9.1.3 Superintendent Beno's report(s) – Mr. Beno reported that the district has been working on a list of facility Improvements, including a prioritized report that was made a few years ago for roof repairs. Within the next several months the district will be going out to bid for roofing projects at Isleton Elementary, Rio Vista High, Walnut Grove Elementary and Delta High Schools. Asphalt repairs will be made at the entrance way of D.H. White Elementary. These projects will cost approximately one million dollars and should bring the roof repairs up to date through 2017 from the prioritized report. Starting the 2018 and beyond roof repairs will become a challenge.

In terms of school safety, and in light of the horrific events that occurred in Florida the district as always is taking safety seriously. Prior to this event Mrs. Turk and Mrs. Uslan asked Mr. Beno to attend a meeting to discuss internal communications within our schools. This intent is to improve the employee's communication between themselves. The system (app/program) that will be reviewed is very similar to a school wide messenger system. The principals have had an introduction to the system and a demonstration will be presented at the next Leadership meeting. The district will continue to look at the possibility of fencing at each school site. Mr. Beno stated that he would like to find the most effective way to keep the students and staff safe, and to assure everyone that the district is being as proactive as it can be on this particular issue. Mr. Beno explained that this year the district has implemented the "Stopit" app at the school sites which allows students to anonymously report that they have either heard or witnessed to administration. One of the most effective ways to make schools safer is to make sure students not feel isolated and to look out for one another.

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 that the estimated number used for P-2 was 1808. In December the ADA came in at 1807, which looks to be right on target.

9.2.2 Monthly Financial Report - Elizabeth Keema-Aston reported that approximately \$2.3 million dollars of property taxes were received in December. This brings the district's percentage of unrestricted revenue to 55%, the overall revenue received is at 44% and the overall expenditures for the year is at 48%.

9.2.3 Summary of the Governor's Budget Report – Elizabeth Keema-Aston reported that in FY 2018-2019 the governor is anticipating to have LCFF fully funded. After this the only revenue adjustment will be the COLA. Ms. Keema-Aston noted that the COLA will not keep pace with the increases of STRS and PERS. Ms. Keema-Aston also stated that a decrease in ADA is anticipated statewide.

9.2.4 Maintenance, Operations & Transportation Update - Craig Hamblin, reported as submitted with the added explanation that Clarksburg Middle School had a small leak under the auditorium that was discovered over the holiday weekend by individuals preparing for an upcoming performance. The maintenance crew is assessing the damage and is developing a plan to make the necessary repairs with the least amount of inconvenience to the students and staff.

9.3 Other – Educational Services' Reports and/or Presentation(s) – Kathy Wright, Director of Educational Services

9.3.1 Educational Services and Special Education Updates – Kathy Wright – No report was given.

9.3.2 Delta High School's FFA Presentation: Shanan Spears, teacher at Delta High School introduced the Delta High School FFA Officers and thanked the School Board and community members for their support. The introduction of the presentation was led by Nicolas Barnett. Mr. Barnett stated that the theme for Sacramento is Farm to Fork and Delta High Schools FFA's theme for this year was INSPIRE, he along with Victoria Perez, Lauren Christie, Alma Arreola, Soledad Castro, Jeniffer Orozco and Emily Vaughn each gave a speech representing a letter in the word INSPIRE.

9.4 River Delta Unified Teacher's Association (RDUTA) Update: None to report

9.5 California State Employee's Association (CSEA) Chapter #319 Update: None to report

10. **Consent Calendar**

- 10.1 Approve Board Minutes  
Regular Meeting of the Board, January 9, 2018
- 10.2 Receive and Approve Monthly Personnel Reports  
As of February 20, 2018 – Revised
- 10.3 District's Monthly Expenditure Report  
January 2018
- 10.4 Request to declare as surplus Bates Elementary School's non-operable technology equipment from inventory and deem its value as zero – Maria Elena Becerra
- 10.5 Request to approve the Independent Contract for Services with Sacramento Theatre Company, to provide theatre arts integration instruction aligned with the ELA standards 4-6 grade students for the 2017-2018 school year, zero cost to the district paid by the Sacramento Theatre Company Arts Grant at a cost not to exceed \$1,950 – Antonia Slagle
- 10.6 Request to approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed., J.D. to mediate and/or facilitate IEP meetings for the 2017-2018 school year at a cost not to exceed \$2,000 – Special Educational Funds – Kathy Wright
- 10.7 Request to approve the Independent Contract for Services Agreement with Maxim Staffing Solutions for the 2017-2018 school year at a cost not to exceed \$20,000 – Special Educational Funds – Kathy Wright
- 10.8 Request to approve the out of state travel for Kathy Wright to travel to Phoenix, Arizona to attend the AVID ADL5 conference February 21, 2018 through February 23, 2018 at a cost not to exceed \$1,000 Educational Services – Kathy Wright
- 10.9 Request to approve the Independent Contract for Services Agreement with ProCare Therapy for the 2017-2018 school year at a cost not to exceed \$25,000 – Special Educational Funds – Kathy Wright
- 10.10 Request to approve the Independent Contract for Services Agreement with ClearVue Vision Therapy for the 2017-2018 school year at a cost not to exceed \$5,100 – Special Educational Funds – Kathy Wright
- 10.11 Request to declare as surplus non-operable technology equipment from inventory at Delta High School and Clarksburg Middle School and deem its value to be zero – Laura Uslan
- 10.12 Request to approve Delta High School, Senior Class of 2018 student trip "Grad Bash" at Universal Studios in Hollywood, California, on May18-19, 2018 – Laura Uslan
- 10.13 Request to apply for the "First 5 Solano" Pre-Kindergarten Academy Services Three Year Grant for D.H. White Elementary School – Nick Casey
- 10.14 Request to approve the out of state travel for Rio Vista High students to attend the Oregon Shakespeare Festival in Ashland, Oregon from March 9-11, 2018, No cost to the district – Vicky Turk
- 10.15 Request to declare as surplus non-operable technology equipment from inventory at Isleton Elementary School and deem its value as zero – Antonia Slagle
- 10.16 Request to declare as surplus non-operable technology equipment from inventory at the District Office and deem its value as zero – Elizabeth Keema-Aston
- 10.17 Donations to Receive and Acknowledge:
  - Rio Vista High School – In memory of Alberto Guidi and Joe Maria**  
Islands Incorporated (RVHS Language, Art and Agriculture Departments)
  - Rio Vista High School – In memory of Alberto Guidi** (RVHS Language and Art Departments)  
John and Jill "Happy" Callis  
Kathy Guidi  
Osvaldo and Lea Dell'Angelica  
Jim and Shirley Lira  
Craig Nakahara  
Susan Whitesell  
James and Patsy Hill
  - Rio Vista High School – Basketball Program**  
Rio Vista Rams Athletic Booster
  - Clarksburg Middle School – Ag Exploratory**  
The Binns Family (\$40 - Tape measurers)

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

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

- 11. Request to approve the first reading of the updated or new Board Policies, Administrative Regulation and Exhibits due to new legislation or mandated language and citation revisions as of December 2017 – Don Beno

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

- 12. Request the Board to take whatever action they deem necessary to respond to the California School Boards Association (CSBA) Delegate Assembly Elections: Official 2018 Delegate Assembly Ballot for Sub-Region 6-B (Postmarked by March 15, 2018; results to be released by April 1, 2018) – Don Beno

Member Donnelly moved to approve with the action of voting for the two incumbents listed on the ballot, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Elliott, Maghoney): 0 (Nays): 1 (Absent: Bettencourt)

13. Request to approve the contract agreement with Creative Recreational Systems to install a playground structure designed for 2-12 year old students at Isleton Elementary School (CA State Preschool Program), not to exceed \$48,000 – Antonia Slagle

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

14. Request to approve the Agreement for Professional Services with Willdan Financial Services to perform the CFD Annual Administration to be paid annually with developer fees \$5,100 – Elizabeth Keema-Aston

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

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

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

17. The meeting was adjourned at 7:15 p.m.

Submitted:

Approved:

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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: March 13, 2018

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: MARCH 13, 2018

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, Mar 02, 2018, 9:00 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003556 A-Z BUS SALES 3418 52ND STREET SACRAMENTO, CA 95823  (916) 391-1092	288.53	TRANS SUPPLIES TRANS SUPPLIES TRANS SUPPLIES RI455 TRANS PARTS RI455 TRANS PARTS RI455 TRANS PARTS	02/01/2018 02/01/2018 02/01/2018 02/22/2018 02/22/2018 02/22/2018	18386538 PO-180195 18386538 PO-180195 18386538 PO-180195 18389485 PO-180195 18389485 PO-180195 18389485 PO-180195	31.43 .11 .11 257.10 .89 .89	N N N N N N
014756 ABBOUD, PETER 27 HAHNEMANN LANE NAPA, CA 94558  ( 0) - 0	82.29	WASC REIMB	02/22/2018	18389526 TC-180199	82.29	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010  (800) 608-2272	330.46	JAN 2018 DUES	02/01/2018	18386560 PV-180387	330.46	N
014529 APPLE EDUCATION 5300 RIATA PARK CRT. BLDG C AUSITN, TX 78727  (512) 674-6821	407.29	6717591587 ISLE IPAD	02/22/2018	18389471 PO-180878	407.29	N
013873 ARIAS, CARMEN 16211 GRAND ISLAND RD WALNUT GROVE, CA 95690  ( ) -	44.94	ISLE PK MILEAGE	02/01/2018	18386577 TC-180175	44.94	N
014572 ARREOLA, JOANA 7149 SNOWY BIRCH WAY SACRAMENTO, CA 95823  ( 0) - 0	34.76	ASP SUPPLIES	02/22/2018	18389486 PO-180661	34.76	N
014757 AVILA, JUDITH	240.32	WASC REIMB	02/22/2018	18389527 TC-180200	240.32	N



5309 CREEKPAUM DRIVE  
SALIDA, CA 95368

( 0) - 0 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012312 BALLANCE MPT, MICHAEL R 12270 KIRKWOOD STREET HERALD, CA 95638	367.50	JAN 18 SP ED PHYS THERAPY	02/08/2018	18387566 PO-180346	367.50	7
(209) 663-8013		Y BALLANCE, MICH				
014755 BANCROFT, SHANNON 1758 FIORA PLACE MANTECA, C 95337	67.80	WASC REIMB	02/22/2018	18389528 TC-180201	67.80	N
( 0) - 0		N				
014367 BANK OF AMERICA PO BOX 15710 WILMINGTON, DE 19886-5710	9,603.92	ISLE SLAGLE HOTEL	02/27/2018	18390198 PO-180741	486.76	N
( 0) - 0		N				
		BATES SUPPLIES	02/27/2018	18390198 PO-180770	940.14	N
		MAINT SUPPLIES	02/27/2018	18390198 PO-180789	34.50	N
		MAINT SUPPLIES	02/27/2018	18390198 PO-180789	2.80	N
		MAINT SUPPLIES	02/27/2018	18390198 PO-180789	2.80	N
		DHW CASEY HOTEL	02/27/2018	18390198 PO-180793	460.80	N
		DHW CASEY AIRFARE	02/27/2018	18390198 PO-180795	188.96	N
		DHW FRIEDEL AIRFARE	02/27/2018	18390198 PO-180798	117.96	N
		DHW SUPPLIES	02/27/2018	18390198 PO-180800	371.38	N
		DHW SUPPLIES	02/27/2018	18390198 PO-180810	83.90	N
		WG SUPPLIES	02/27/2018	18390198 PO-180832	25.85	N
		ED SV THARP ACSA HOTEL	02/27/2018	18390198 PO-180834	351.46	N
		WG SUPPLIES	02/27/2018	18390198 PO-180842	96.60	N
		WG SUPPLIES	02/27/2018	18390198 PO-180843	51.68	N
		F5 SUPPLIES	02/27/2018	18390198 PO-180847	143.39	N
		WG MACIEL HOTEL	02/27/2018	18390198 PO-180849	301.00	N
		RVHS APC BACKUP	02/27/2018	18390198 PO-180865	143.04	N
		ISLE MAGNETIC STRIPS	02/27/2018	18390198 PO-180866	324.96	N
		ISLE MAGNETIC STRIPS	02/27/2018	18390198 PO-180866	26.40	N
		ISLE MAGNETIC STRIPS	02/27/2018	18390198 PO-180866	26.40	N
		SP ED COAT RACKS	02/27/2018	18390198 PO-180868	35.14	N
		SP ED INK	02/27/2018	18390198 PO-180876	6.50	N
		SP ED INK	02/27/2018	18390198 PO-180876	79.99	N
		SP ED INK	02/27/2018	18390198 PO-180876	6.50	N
		ISLE YOGA MATS	02/27/2018	18390198 PO-180879	535.22	N
		BUS OFF DISPLAY ADAPTERS	02/27/2018	18390198 PO-180881	27.55	N
		ASP BOOST AIRFARE	02/27/2018	18390198 PO-180887	126.30	N
		SP ED SUPPLIES	02/27/2018	18390198 PO-180888	28.37	N
		SP ED SUPPLIES	02/27/2018	18390198 PO-180888	2.31	N
		SP ED SUPPLIES	02/27/2018	18390198 PO-180888	2.31	N

EDUCATOR FAIR SONOMA STATE	02/27/2018	18390198	PO-180889	150.00	N
SP ED THARP AIRFARE	02/27/2018	18390198	PO-180890	346.96	N
ED SV WRIGHT AVID AIRFARE	02/27/2018	18390198	PO-180899	199.96	N
ISLE PRE K SUPPLIES	02/27/2018	18390207	PO-180907	26.14	N
ISLE PK CLINE AIRFARE	02/27/2018	18390207	PO-180914	133.96	N
DHS WASC HOTEL	02/27/2018	18390198	PO-180919	1,018.11	N
DHS WASC HOTEL	02/27/2018	18390198	PO-180919	1,500.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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014367 BANK OF AMERICA (Continued...)		ISLE THEATRE	02/27/2018	18390198 PO-180925	993.00	N
		ED SV BEST BUY REFUND	02/27/2018	18390215 PV-180440	2,817.24	N
		SP ED BUS PASSES	02/27/2018	18390215 PV-180440	250.00	N
		DHW SUPPLIES	02/27/2018	18390215 PV-180440	58.31	N
		MAINT LED BULBS	02/27/2018	18390215 PV-180440	1,861.02	N
		F5 SUPPLIES	02/27/2018	18390215 PV-180440	79.45	N
		DHW FRIEDEL REGIST	02/27/2018	18390215 PV-180440	711.55	N
		RVHS AMAZON REFUND	02/27/2018	18390215 PV-180440	48.86	N
		RVHS AMAZON REFUND	02/27/2018	18390215 PV-180440	48.86	N
		DHW SUPPLIES	02/27/2018	18390215 PV-180440	22.78	N
		DHS FIELD CHALK	02/27/2018	18390215 PV-180440	212.69	N
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010822 BARKMAN, MELINDA P.O. BOX 524 RIO VISTA, CA 94571	4.25	RMS POSTAGE REIMB	02/22/2018	18389529 TC-180202	4.25	N
( 0) - 0		N				
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012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553  (209) 465-1986	9,911.08	ISLE ALARM	02/01/2018	18386539 PO-180108	93.72	N
		DO ALARM	02/01/2018	18386561 PV-180388	546.75	N
		BATES ALARM	02/01/2018	18386561 PV-180388	236.16	N
		RMS ALARM	02/01/2018	18386561 PV-180388	393.81	N
		RVHS ALARM	02/01/2018	18386561 PV-180388	220.50	N
		RVHS ALARM	02/01/2018	18386561 PV-180388	342.96	N
		RVHS FIRE MONITORING	02/01/2018	18386561 PV-180388	2,037.18	N
		RVHS ALARM	02/01/2018	18386561 PV-180388	153.15	N
		BATES ALARM	02/01/2018	18386561 PV-180388	360.09	N
		DW ALARM	02/01/2018	18386561 PV-180388	4,372.58	N
		RMS ALARM	02/06/2018	18387082 PO-180011	284.65	N
		DHW ALARM UPGRADE	02/08/2018	18387565 PO-180852	460.03	N
		RVHS ALARM	02/22/2018	18389512 PV-180427	409.50	N
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012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680  ( 0) - 0	183.12	ASP MILEAGE	02/01/2018	18386573 TC-180176	21.62	N
		ASP MILEAGE	02/01/2018	18386573 TC-180176	21.61	N
		ASP MILEAGE	02/01/2018	18386573 TC-180176	21.61	N
		ASP SUPPLIES	02/22/2018	18389487 PO-180660	5.25	N
		ASP MILEAGE	02/27/2018	18390217 TC-180210	37.67	N
		ASP MILEAGE	02/27/2018	18390217 TC-180210	37.68	N
		ASP MILEAGE	02/27/2018	18390217 TC-180210	37.68	N
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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012286 BLICK ART MATERIALS P.O. BOX 1267 GALESBURG, IL 61402-1267  (800) 447-8192	223.49	#24613 RMS ART SUPPLIES #24613 RMS ART SUPPLIES	02/22/2018 02/22/2018	18389472 PO-180772 18389472 PO-180772	134.10 89.39	N N
014705 BROWN, JEFFREY 1157 JENSEN CIR. PITTSBURG, CA 94565  ( 0) - 0	1,100.00	10003 PROF SERV RADIO RIO	02/01/2018	18386572 PV-180389	1,100.00	Y
014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834  (916) 923-0500	282.07	345749 DHS PRINTER SUPPLIES 344551 CMS PRINTER SUPPLIES 346523 CMS PRINTER SUPPLIES	02/01/2018 02/01/2018 02/22/2018	18386540 PO-180335 18386540 PO-180336 18389473 PO-180336	105.08 31.37 145.62	N N N
014759 CA ACADEMY OF SCIENCES C/O CONTACT CENTER 55 MUSIC CONCOURSE DRIVE SAN FRANCISCO, CA 94118  (877) 227-3311	547.25	WG FIELD TRIP	02/22/2018	18389513 PV-180428	547.25	N
010825 CABE 20888 AMAR ROAD WALNUT, CA 91789  (626) 814-4441	600.00	A18108 ED SV ISLE CABE A18108 ED SV ISLE CABE	02/15/2018 02/15/2018	18388568 PO-180704 18388568 PO-180704	100.00 500.00	N N
013508 CAEYC 950 GLENN DRIVE SUITE 150 FOLSOM, CA 95630  (916) 486-7750	750.00	180954 F5 CAEYC REGIST	02/27/2018	18390199 PO-180954	750.00	N
012153 CAIRO, EVELYN	13.08	SP ED MILEAGE DHW	02/06/2018	18387107 TC-180181	13.08	N

7620 HIGHWAY 12  
RIO VISTA, CA 94571

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150  (888) 237-1333	591.79	ISLE WATER SERV ISLE WATER SERV ISLE WATER	02/15/2018 02/15/2018 02/22/2018	18388577 PV-180417 18388577 PV-180417 18389514 PV-180429	224.83 236.02 130.94	N N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690  (916) 776-1544	258.50	ZWA010 WG WATER ZBA006 RMS WATER ZMO002 MOKE WATER ZRI007 RMS WATER	02/01/2018 02/08/2018 02/08/2018 02/22/2018	18386541 PO-180040 18387567 PO-180010 18387567 PO-180458 18389488 PO-180010	59.75 27.00 60.50 111.25	7 7 7 7
013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632  (209) 744-1600	5,580.00	10294 DHS AG STUDENT REGIST	02/27/2018	18390200 PO-180991	5,580.00	N
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742  ( 0) - 0	431.84	MAINT WATER TESTS MAINT WATER TESTING	02/01/2018 02/22/2018	18386542 PO-180127 18389489 PO-180127	274.00 157.84	N N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047  (209) 369-6887	1,134.68	ISLE WASTE SERVICE	02/15/2018	18388578 PV-180416	1,134.68	N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615  ( 0) - 0	91.56	WG MILEAGE	02/06/2018	18387108 TC-180182	91.56	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013882 CAPITAL CLUTCH & BRAKE 3100 DULUTH STREET WEST SACRAMENTO, CA 95691  (916) 371-5970 N	390.29	#8440 TRANS PARTS	02/27/2018	18390208 PO-180197	390.29	N
013347 CASBO PROFESSIONAL DEVELOPMENT 1001 K STREET, 5TH FLOOR SACRAMENTO, CA 95814  ( 0) - 0 946082654 N	2,295.00	428081 BUS OFF CASBO CONF	02/01/2018	18386525 PO-180869	2,295.00	N
014668 CASCWA -STANISLAUS COUNTY OFFICE PO BOX 307 CERES, CA 95307  ( 0) - 0 N	375.00	3094 ED SV WRIGHT CASCWA CONF	02/22/2018	18389474 PO-180963	375.00	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513  ( 0) - 0 N	347.20	ADULT ED MILEAGE DHW CONF REIMB	02/08/2018 02/27/2018	18387593 TC-180195 18390218 TC-180211	106.27 240.93	N N
014428 CENTRAL REGION CATA CA DEPT OF EDUCATION 1430 N STREET SUITE 4202 SACRAMENTO, CA 95814  (916) 319-0494 N	80.00	DHS AG CATA DHS AG CATA	02/15/2018 02/15/2018	18388561 PO-180937 18388561 PO-180937	40.00 40.00	N N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( 0) - 0 N	2,212.76	MOKE WASTE WG WASTE BATES WASTE TRANS WASTE	02/06/2018 02/06/2018 02/06/2018 02/06/2018	18387098 PV-180401 18387098 PV-180401 18387098 PV-180401 18387098 PV-180401	74.17 853.22 1,161.73 123.64	N N N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014130 CHARTER BROS PO BOX 505 PLEASANTON, CA 94566  (925) 497-2376	3,000.00	180309RL ED SV RVHS CHICO	02/22/2018	18389475 PO-180966	3,000.00	N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641  (916) 777-7847	3,500.00	180206-003 HVAC RADIO RIO	02/22/2018	18389525 PV-180431	3,500.00	N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039  ( 0) - 0	262.76	31434601 CMS XEROX LEASE AGMNT	02/06/2018	18387083 PO-180626	262.76	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641  (916) 777-7770	411.05	65858 ISLE SEWER	02/06/2018	18387084 PO-180112	411.05	N
000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571  ( 0) - 0	4,124.98	RVHS WATER RMS WATER RMS SEWER DO WATER RVHS SEWER DHV WATER SEWER WATER DO SEWER	02/22/2018 02/22/2018 02/22/2018 02/22/2018 02/22/2018 02/22/2018 02/22/2018 02/22/2018	18389515 PV-180430 18389515 PV-180430 18389515 PV-180430 18389515 PV-180430 18389515 PV-180430 18389515 PV-180430 18389515 PV-180430 18389515 PV-180430	1,807.15 1,372.61 1.65 185.02 102.65 360.31 1.65 293.94	N N N N N N N N
014683 CLEAR VUE EYE CARE 114 N SUNRISE AVE STE C2 ROSEVILLE, CA 95661-2916	175.00	SP ED SP ED CONSULTING	02/06/2018	18387101 PV-180402	175.00	N

(916) 786-2212

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014088 CLINE, SUZANNE 501 CALIFORNIA ST RIO VISTA, CA 94571	25.69	ISLE PRESCL SUPPLIES	02/22/2018	18389511 PO-180785	25.69	N
( 0) - 0						N
014761 COMMUNICATION STRATEGIES 1176 STARR AVE ST. HELENA, CA 94574	13,065.00	TECHNOLOGY CONSULTING	02/27/2018	18390216 PV-180441	13,065.00	N
( 0) - 0						N COM-STAT
011107 COURTLAND TRUCK WORKS 12019 HWY 160 COURTLAND, CA 95615	6,867.71	8473 TRANS BUS REPAIRS	02/22/2018	18389476 PO-180871	6,867.71	N
(916) 775-1633						N
013983 CUMMINGS WEST 875 RIVERSIDE PARKWAY WEST SACRAMENTO, CA 95605	1,070.53	23-8395 MAINT REPAIRS	02/27/2018	18390201 PO-180744	1,070.53	N
(916) 376-1500						N
014708 DANMER CUSTOM SHUTTERS 21001 NORDHOFF ST CHATSWORTH, CA 91311-5911	9,029.10	RVHS LIBRARY CURTAIN INSTALL RVHS BLIND INSTALLATION	02/06/2018 02/06/2018	18387074 PO-180697 18387114 PO-180920	8,049.84 979.26	N N
(818) 576-8200						N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139	56,925.60	136736 MIG ED CHROMEBOOKS 136736 MIG ED CARTS 136739 RVHS DESKTOP 136848 DW TECH SERVICES 136848 DW TECH SERVICES 136848 DW TECH SERVICES 136848 DW TECH SERVICES 136848 DW TECH SERVICES 136848 DW TECH SERVICES	02/01/2018 02/01/2018 02/01/2018 02/06/2018 02/06/2018 02/06/2018 02/06/2018 02/06/2018 02/06/2018	18386526 PO-180823 18386526 PO-180823 18386526 PO-180829 18387085 PO-180190 18387085 PO-180190 18387085 PO-180190 18387085 PO-180190 18387085 PO-180190 18387096 PO-180190	28,824.38 6,500.00 791.48 2,154.25 107.71 107.71 107.71 8,078.44 215.43	N N N N N N N N N
(888) 693-2827						N

136728	DHW CHROMEBOOKS	02/06/2018	18387075	PO-180801	2,523.31	N
136779	BATES MONITORS	02/06/2018	18387075	PO-180875	1,335.88	N
136893	BUILDING 3 UPS	02/27/2018	18390202	PO-180923	4,783.89	N
136892	CBO LAPTOP	02/27/2018	18390202	PO-180924	1,395.41	N

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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	1,408.98	57847624 F5 PRINTER LEASE 57847594 WG PRINTER LEASES 58133875 DO SAVIN LEASE 58133875 DO SAVIN LEASE 58150014 BUS OFF COPY LEASE 58096146 MOKE LEASE	02/01/2018 02/01/2018 02/22/2018 02/22/2018 02/22/2018 02/27/2018	18386543 PO-180039 18386543 PO-180042 18389490 PO-180111 18389490 PO-180111 18389490 PO-180639 18390209 PO-180429	80.81 167.01 168.36 469.12 168.10 355.58	N N N N N N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612  (916) 995-1335 N	159,118.00	FEBRUARY 2018 TAX IN LIEU	02/06/2018	18387099 PV-180403	159,118.00	N
013446 DEPARTMENT OF INDUSTRIAL OCCUPATIONAL SAFETY & HEALTH 2424 ARDEN WAY, SUITE 320 SACRAMENTO, CA 95825  (916) 263-2830 N STATE OF CALIF	125.00	E1523887SA RVHS ELEVATOR INSP	02/01/2018	18386562 PV-180390	125.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407  (707) 570-1000 N	385.44	22003250 CMS SERVICE CONTRACT 55E1421379 ISLE COPIER CONTRCT	02/01/2018 02/08/2018	18386544 PO-180043 18387568 PO-180005	309.95 75.49	N N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328  ( 0) - 0 N DS WATERS OF A	172.62	5005834 DO WATER	02/06/2018	18387097 PV-180400	172.62	N
014758 DYCKOVSKY, AMY 75 SOUTHAMPTON AVE BERKELEY, CA 94707  ( 0) - 0 N	30.13	RMS SUPPLIES	02/22/2018	18389530 TC-180203	30.13	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166  ( 0) - 0 N	147.77	235100 TRANS OIL	02/27/2018	18390210 PO-180203	147.77	N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482  (916) 653-5380 N	457.35	11086108832 SEF LOCAL EXP	02/08/2018	18387579 PV-180409	457.35	N
014040 ESS ENVIROMENTAL 5714 FOLSOM BOULEVARD PMB#146 SACRAMENTO, CA 95819  (916) 383-6642 Y MICHAEL L. HOR	1,112.50	4503 MAINT RVHS ASBESTOS ABTMT	02/01/2018	18386527 PO-180857	1,112.50	Y
002596 EXPLORIT SCIENCE CENTER P.O. BOX 1288 DAVIS, CA 95617-1288  (530) 756-0191 N	534.00	ISLE FIELD TRIP	02/06/2018	18387076 PO-180918	534.00	N
003527 FRED JONES & MCGRAW HILL BOOK 103 QUARRY LANE SANTA CRUZ, CA 95060  ( ) - N	350.00	#82 WG MACIEL CONF	02/08/2018	18387555 PO-180813	350.00	N
002897 FRIEDEL, MANDI 500 S. 2ND STREET RIO VISTA, CA 94571  ( 0) - 0 N	376.07	DHW CONF REIMB DHW SUPPLIES	02/15/2018 02/22/2018	18388588 TC-180196 18389531 TC-180204	330.61 45.46	N N
011339 FRONTIER COMMUNICATIONS CORPORATION	12,212.13	FEB 2018 BIIG CIRCUIT CMS	02/01/2018 02/06/2018	18386563 PV-180391 18387100 PV-180404	4,926.16 284.51	N N

THREE HIGH RIDGE PARK  
STAMFORD, CT 06905

( 0) - 0 N

TRANS	02/06/2018	18387100	PV-180404	102.60	N
RMS	02/06/2018	18387100	PV-180404	350.71	N
MAINT	02/06/2018	18387100	PV-180404	152.23	N
TRANS	02/06/2018	18387100	PV-180404	93.28	N
TRANS	02/06/2018	18387100	PV-180404	43.79	N
DO	02/06/2018	18387100	PV-180404	1,812.63	N
BATES	02/06/2018	18387100	PV-180404	586.22	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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011339 FRONTIER COMMUN (Continued...)		MAINT	02/06/2018	18387100 PV-180404	79.93	N
		RVHS	02/06/2018	18387100 PV-180404	1,058.85	N
		MOKE	02/06/2018	18387100 PV-180404	103.14	N
		DHS	02/06/2018	18387100 PV-180404	949.01	N
		RMS	02/06/2018	18387100 PV-180404	60.79	N
		RMS	02/06/2018	18387100 PV-180404	43.79	N
		RMS	02/06/2018	18387100 PV-180404	44.70	N
		BATES	02/06/2018	18387100 PV-180404	65.34	N
		RADIO RIO	02/06/2018	18387100 PV-180404	125.20	N
		MAINT	02/06/2018	18387100 PV-180404	133.55	N
		WG	02/06/2018	18387100 PV-180404	242.38	N
		DHW	02/06/2018	18387100 PV-180404	270.38	N
		ISLE	02/06/2018	18387100 PV-180404	586.75	N
		CAFE	02/06/2018	18387106 PV-180404	41.69	N
		CAFE	02/06/2018	18387106 PV-180404	54.50	N
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014688 GANDER PUBLISHING PO BOX 780 AVILA BEACH, CA 93424  (800) 554-1819	1,966.82	198991 DHW SUPPLIES	02/01/2018	18386528 PO-180802	1,966.82	N
						N
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014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826  (916) 706-1255	522.00	#1051 ATTY FEES	02/08/2018	18387580 PV-180410	522.00	Y
						Y
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014483 GOSS, HEATHER PO BOX 420 DUNNIGAN, CA 95937  ( 0) - 0	248.09	F5 MILEAGE	02/08/2018	18387586 TC-180188	248.09	N
						N
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011309 GOVCONNECTION 706 MILFORD ROAD MERRIMACK, NH 03054  (800) 800-0019	609.42	55475691 RVHS ELMO	02/06/2018	18387077 PO-180827	609.42	N
						N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609  (916) 444-5100	1,293.75	1322706/1322707 PROF SERV 1322706/1322707 PROF SERV	02/08/2018 02/08/2018	18387581 PV-180411 18387581 PV-180411	337.50 956.25	N N
013696 GRANDISON PHD., CARINA 2006 DWIGHT WAY SUITE 301 BERKELEY, CA 94704  (510) 704-1820	6,400.00	SP ED EDUC EVALUATIONS	02/01/2018	18386529 PO-180252	6,400.00	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831  (877) 311-4422	685.33	22003250 CMS SERVICE CONTRACT 22131597 DHS COPIER LEASES	02/06/2018 02/22/2018	18387086 PO-180334 18389491 PO-180332	309.95 375.38	N N
014449 GROWING HEALTHY CHILDREN THERAPY SERVICES, INC 3498 GREEN VALLEY RD RESCUE, CA 95672  (530) 391-8670	1,620.00	RDUSD1801 SP ED ASST TECH SERV	02/15/2018	18388562 PO-180316	1,620.00	N JON CHU
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354  (209) 604-8533	5,016.67	SP ED OCC THERAPY W/E 1/18 SP ED OCC THERAPY W/E 1/25 SP ED OCC THERAPY W/E 2/1 SP ED OCC THERAPY W/E 2/8 SP ED OCC THERAPY W/E 2/16	02/01/2018 02/01/2018 02/08/2018 02/15/2018 02/22/2018	18386545 PO-180306 18386545 PO-180306 18387569 PO-180306 18388570 PO-180306 18389492 PO-180306	400.00 1,200.00 1,200.00 650.00 1,566.67	Y Y Y Y Y WAYNE STEVENSO
011356 HANDWRITING WITHOUT TEARS 8001 MACARTHUR BOULEVARD CABIN JOHN, MD 20818  (301) 263-2700	53.11	1179612- SP ED SUPPLIES	02/06/2018	18387078 PO-180820	53.11	N NO TEARS LEARN

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	999.18	MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES	02/22/2018 02/22/2018 02/22/2018	18389493 PO-180132 18389477 PO-180319 18389477 PO-180319	252.05 373.56 373.57	N N N
( 0) - 0 N						
014717 HUTCHINS, WILL PO BOX 1213 WALNUT GROVE, CA 95690	27.25	BATES CONF REIMB	02/15/2018	18388589 TC-180197	27.25	N
( 0) - 0 N						
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206  (707) 374-4037	1,912.78	3059293 BATES SUPPLIES 3056216 RVHS SUPPLIES 3062822 ISLE SUPPLIES 3058078/3061687 BATES SPPLS 3062282 RVHS SUPPLIES 3068284 ISLE PRES SUPPLIES 3068826 RVHS SUPPLIES 3058077 ISLE SUPPLIES 3058077 ISLE SUPPLIES 3058077 ISLE SUPPLIES	02/01/2018 02/01/2018 02/01/2018 02/06/2018 02/06/2018 02/15/2018 02/22/2018 02/22/2018 02/22/2018 02/22/2018	18386546 PO-180496 18386546 PO-180565 18386546 PO-180884 18387087 PO-180496 18387087 PO-180565 18388576 PO-180786 18389494 PO-180565 18389494 PO-180884 18389494 PO-180884 18389494 PO-180884	65.13 517.98 70.19 298.95 722.03 114.70 69.23 54.57 .19 .19	N N N N N N N N N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912  (916) 928-0770	182.25	IN102765 RVHS MAINT AGRMNT	02/08/2018	18387570 PO-180310	182.25	N
(916) 928-0770 N						
013856 INSTITUTE FOR BRAIN POTENTIAL 782 VISTA GRANDE AVENUE LOS ALTOS, CA 94024  (866) 658-7414	79.00	3IG7HFH3 BATES ULIBAS	02/01/2018	18386530 PO-180894	79.00	N
(866) 658-7414 N						
000896 INSTITUTE FOR EDUCATIONAL DEVELOPMENT P.O. BOX 718	498.00	4788446 WG FULL STEAM CONF	02/08/2018	18387556 PO-180870	498.00	N

MEDINA, WA 98039-0718

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013001 JABBERGYM 151 N SUNRISE AVE STE 1105 ROSEVILLE, CA 95661  ( 0) - 0 N JABBERGYM, INC	165.00	9321 SP ED PHYSICAL THERAPY	02/08/2018	18387571 PO-180695	165.00	N
013919 JACOBSEN WEST 1170 NATIONAL DRIVE SUITE 20 SACRAMENTO, CA 95834  (916) 419-2000 N TEXTRON INC	740.38	JR102838 MAINT SUPPLIES	02/01/2018	18386547 PO-180566	740.38	N
014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670  ( 0) - 0 N	57.44	SP ED MILEAGE	02/08/2018	18387587 TC-180189	57.44	N
014233 KEEMA-ASTON, ELIZABETH 8068 HUXLEY CT. SACRAMENTO, CA 95829  (916) 397-6704 N	30.43	CBO CONF REIMB	02/06/2018	18387109 TC-180183	30.43	N
012005 KIRK KENNER DBA DELTA REFRIDG 5 HILL CT. RIO VISTA, CA 94571  (707) 374-6213 Y KENNER, KIRK	925.36	4945 MAINT HVAC REPAIRS 4953 CAFE REPAIR	02/01/2018 02/22/2018	18386548 PO-180863 18389521 PV-180438	447.07 478.29	7 7
013551 KITCHENS, JENNIFER PO BOX 192 RYDE, CA 95680  ( 0) - 0 N	179.85	CTEIG MILEAGE	02/27/2018	18390219 TC-180212	179.85	N
011311 LA RUE COMMUNICATIONS	330.00	2319 TRANS REPEATER SERV	02/22/2018	18389495 PO-180207	330.00	7



521 E. MINER AVE  
STOCKTON, CA 95202

(209) 463-1900

Y LA RUE, KNOX J

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011595 LAND PARK ACADEMY 6400 FREEPORT BLVD SACRAMENTO, CA 95822	6,059.30	1161724 SP ED NPS DUES 1161725 NPS DUES	02/15/2018 02/15/2018	18388569 PO-180533 18388569 PO-180533	2,788.99 3,270.31	N N
(916) 427-2273		N ADVANCE EDUCAT				
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615	36.20	F5 MILEAGE	02/08/2018	18387588 TC-180190	36.20	N
( 0) - 0		N				
014753 LAWRENCE HALL OF SCIENCE 1 CENTENNIAL DR BERKELEY, CA 94720	430.00	WG FIELD TRIP	02/22/2018	18389478 PO-180962	430.00	N
(510) 642-5132		N				
012767 LEARNING PLUS ASSOCIATES 10950 ARROW ROUTE #1935 RANCHO CUCAMONGA, CA 91730	5,307.26	10494 DHW SUPPLIES	02/01/2018	18386531 PO-180808	5,307.26	N
(909) 484-6002		N				
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571	1,554.95	#55 RVHS CULINARY SUPPLIES #55 RVHS SUPPLIES #55 RVHS CULINARY SUPPLIES #55 RVHS SUPPLIES #135 ED SV SUPPLIES #175 DHW SUPPLIES	02/01/2018 02/01/2018 02/08/2018 02/08/2018 02/08/2018 02/27/2018	18386549 PO-180068 18386549 PO-180727 18387557 PO-180068 18387572 PO-180727 18387582 PV-180412 18390211 PO-180118	408.48 460.95 188.48 242.11 231.54 23.39	N N N N N N
(707) 374-5399		N				
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464	52.39	RVHS WOOD SHOP SUPPLIES	02/27/2018	18390212 PO-180070	52.39	N
(866) 232-7443		N				
014665 LOY MATTISON ENTERPRISES	1,622.50	120117013118 ERATE SERVICES	02/15/2018	18388571 PO-180361	1,622.50	Y

7038 ALMOND HILL COURT  
ORANGEVALE, CA 95662

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014754 LOY, LISA 584 ANDERSON WAY RIO VISTA, CA 94571	60.00	CAFE ELAYNA ORANJE LUNCH REIMB	02/22/2018	18389522 PV-180432	60.00	N
( 0) - 0						N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	155.88	F5 MILEAGE	02/08/2018	18387589 TC-180191	155.88	N
( 0) - 0						N
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693	4,888.00	5279580262 SP ED NURSING SERV 5339390262 SP ED NURSING SERV 5417470262 SP ED NURSING SERV 5425970262 SP ED NURSING SERV	02/22/2018 02/22/2018 02/22/2018 02/22/2018	18389496 PO-180611 18389496 PO-180611 18389496 PO-180611 18389496 PO-180611	1,410.00 282.00 1,222.00 1,034.00	N N N N
(800) 394-7195		5209570262 SP ED NURSING SERV 5449040262 SP ED NURSING SERV	02/22/2018 02/22/2018	18389496 PO-180611 18389496 PO-180611	94.00 846.00	N N
014673 MCCARTHY, TRACY PO BOX 15 ISLETON, CA 95641	29.63	CAFE MILEAGE CAFE MILEAGE	02/01/2018 02/22/2018	18386578 TC-180180 18389536 TC-180209	18.73 10.90	N N
( 0) - 0						N
014107 MCCARTY, MELADEE 12970 SELF-ESTEEM LANE GALT, CA 95632	380.00	SP ED PROF SERVICES	02/06/2018	18387088 PO-180307	380.00	N
(209) 601-2940						N
011865 MONTGOMERY, MARSHA 12 HILL COURT RIO VISTA, CA 94571	379.28	RVHS CULINARY SUPPLIES	02/15/2018	18388572 PO-180073	379.28	N
( 0) - 0						N
014739 MOUNTAIN MATH/LANGUAGE LLC	95.95	65377 WG MATH CENTER	02/08/2018	18387558 PO-180854	95.95	N

PO BOX 150430  
OGDEN, UT 84415

65377 WG MATH CENTER  
65377 WG MATH CENTER

02/08/2018 18387558 PO-180854  
02/08/2018 18387558 PO-180854

7.80- N  
7.80 N

(801) 475-1963

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014383 MW BATES SAFETY CONST 6650 RIVERSIDE BLVD SACRAMENTO, CA 95831  (916) 812-1080	715.00	171218 TRANS OPACITY TESTS	02/01/2018	18386564 PV-180392	715.00	N
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757  ( 0) - 0	803.66	WG AVID SUPPLIES F5 SUPPLIES WG SUPPLIES F5/WG MILEAGE F5/WG MILEAGE WG/F5 MILEAGE WG/F5 MILEAGE	02/01/2018 02/01/2018 02/01/2018 02/01/2018 02/01/2018 02/06/2018 02/06/2018	18386550 PO-180054 18386532 PO-180812 18386550 PO-180844 18386574 TC-180178 18386574 TC-180178 18387110 TC-180184 18387110 TC-180184	194.05 214.36 144.85 142.32 8.56 49.76 49.76	N N N N N N N
014749 NORTHERN SECTION CSNO C/O SJCOE COMP HEALTH 2707 TRANSWORLD DR STOCKTON, CA 95213  (916) 278-6011	75.00	NURSE HOLLY PAULS REGIST	02/22/2018	18389479 PO-180951	75.00	N
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802  ( 0) - 0	1,358.25	1468127 TRANS SUPPLIES	02/22/2018	18389497 PO-180211	1,358.25	N
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571  ( 0) - 0	658.86	#1608 RVHS AG SUPPLIES #1608 RVHS AG SUPPLIES #822 RVHS SUPPLIES #676 MAINT SUPPLIES	02/08/2018 02/08/2018 02/08/2018 02/22/2018	18387573 PO-180065 18387573 PO-180065 18387573 PO-180072 18389498 PO-180141	67.21 67.21 45.55 478.89	N N N N
014733 OTICON 580 HOWARD AVE SOMERSET, NJ 08873  (800) 526-3921	1,594.57	5964706 ED SV FM TRANSMITTER	02/08/2018	18387559 PO-180759	1,594.57	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780  (714) 573-0900	783.00	67718 ATTORNEY FEES 67718 ATTORNEY FEES	02/15/2018 02/15/2018	18388579 PV-180418 18388579 PV-180418	86.00 697.00	Y Y
		Y PARKER & COVE				
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571  ( 0) - 0	170.04	ISLE NURSE MILEAGE	02/06/2018	18387111 TC-180185	170.04	N
						N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690  (916) 776-1215	278.87	WG NURSE MILEAGE WG NURSE MILEAGE	02/15/2018 02/22/2018	18388590 TC-180198 18389532 TC-180206	210.92 67.95	N N
						N
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259  (800) 627-7271	135.91	11485429 SP ED FORMS	02/06/2018	18387079 PO-180853	135.91	N
						N
010301 PELLETS INC po box 2242 MOUNT VERNON, WA 98273  ( 0) - 0	136.95	12170061 RVHS OWL PELLETS 12170061 RVHS OWL PELLETS	02/01/2018 02/01/2018	18386533 PO-180760 18386533 PO-180760	68.48 68.47	N N
						N
014065 PENDER'S MUSIC CO. 314 S. ELM DENTON, TX 76201  (800) 772-5918	105.24	398339 BATES MUSIC CD'S 398339 BATES MUSIC CD'S 398339 BATES MUSIC CD'S	02/15/2018 02/15/2018 02/15/2018	18388563 PO-180867 18388563 PO-180867 18388563 PO-180867	105.24 8.55 8.55-	N N N
						N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014310 PEREZ, GABINO 7904 HARTWICK WAY SACRAMENTO, CA 95828	118.07	WG ELAC SUPPLIES	02/01/2018	18386551 PO-180047	118.07	N
( 0) - 0						N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	73.41	RADIO RIO ELECT DHW ELECT	02/01/2018 02/15/2018	18386565 PV-180393 18388580 PV-180419	47.90 25.51	N N
( 0) - 0		N PACIFIC GAS AN				
002526 PITNEY BOWES RESERVE ACCOUNT 1245 EAST BRICKYARD ROAD SUITE 250 SALT LAKE CITY, UT 84106-4278	5,000.00	DO POSTAGE	02/06/2018	18387089 PO-180224	5,000.00	N
( 0) - 0						N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823	19,471.84	30563/30601 NPS DUES 30582/30625/30617 NPS DUES 160619 SP ED INST ASSIST	02/08/2018 02/08/2018 02/15/2018	18387574 PO-180417 18387574 PO-180418 18388564 PO-180414	3,025.84 3,646.00 12,800.00	N N N
(916) 422-0571						N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	22,037.41	5198 SP ED SPCH THERAPY 5210 SP ED SPCH THERAPY 5209 SP ED SPCH THERAPY	02/22/2018 02/22/2018 02/22/2018	18389499 PO-180300 18389499 PO-180300 18389499 PO-180300	9,632.00 709.41 11,696.00	7 7 7
(317) 371-3866						Y
013414 PROTECH PROJECTION SYSTEMS HINCKLEY CORPORATE PARK 2597 CENTER RD HINCKLEY, OH 44233	1,220.00	14854 WG ELMOS 14854 WG ELMOS 14854 WG ELMOS	02/08/2018 02/08/2018 02/08/2018	18387560 PO-180840 18387560 PO-180840 18387560 PO-180840	99.12 99.12 1,220.00	N N N
(800) 775-0651						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852	59.67	DHS AG SUPPLIES DHS AG SUPPLIES	02/01/2018 02/01/2018	18386552 PO-180320 18386552 PO-180320	29.83 29.84	N N
( 0) - 0						N
014410 RAMBO, SONIA 9697 NATURE TRAIL WAY ELK GROVE, CA 95757	701.31	RMS SUPPLIES RMS SUPPLIES RMS SUPPLIES RMS GARDEN GRANT SUPPLIES	02/15/2018 02/15/2018 02/22/2018 02/22/2018	18388573 PO-180008 18388573 PO-180008 18389500 PO-180008 18389533 TC-180207	112.17 74.78 22.63 491.73	N N N N
( 0) - 0						N
000088 RAMOS OIL COMPANY INC DEPT # 34335 PO BOX 39000 SAN FRANCISCO, CA 94139-0001	8,861.15	986797/986850 TRANS FUEL 986524 TRANS FUEL 986807 TRANS FUEL	02/01/2018 02/08/2018 02/22/2018	18386553 PO-180202 18387575 PO-180202 18389501 PO-180202	3,776.72 2,593.94 2,490.49	N N N
(916) 371-2570						N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	1,441.68	DO WASTE DHW WASTE SERV RVHS WASTE SERV	02/06/2018 02/22/2018 02/22/2018	18387102 PV-180405 18389516 PV-180433 18389516 PV-180433	117.00 576.66 748.02	N N N
( 0) - 0						N
000729 RIVER NEWS HERALD 21 S FRONT STREET RIO VISTA, CA 94571	157.61	6-7563 HR ADVERTISING	02/06/2018	18387090 PO-180387	157.61	N
( 0) - 0						N GIBSON PUBLICA
011167 ROCHESTER 100 INC 40 JEFFERSON RD ROCHESTER, NY 14623	180.00	P78739 DHW SUPPLIES P78739 DHW SUPPLIES P78739 DHW SUPPLIES	02/27/2018 02/27/2018 02/27/2018	18390203 PO-180851 18390203 PO-180851 18390203 PO-180851	14.62 180.00 14.62	N N N
(585) 475-0200						N
014143 RODRIGUEZ, CLAUDIA	226.72	SP ED PARENT TRANS	02/27/2018	18390220 TC-180213	226.72	N

PO BOX 62  
COURTLAND, CA 95615

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014206 RODRIGUEZ, JENNIFER 110 JANEWOOD CT FOLSOM, CA 95630  (916) 833-7401	99.07	CMS SUPPLIES CMS SUPPLIES	02/22/2018 02/22/2018	18389502 PO-180562 18389534 TC-180208	63.51 35.56	N N
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571  ( 0) - 0	234.35	ED SV MILEAGE	02/08/2018	18387590 TC-180192	234.35	N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852  ( 0) - 0	11,361.52	TRANS ELECT TRANS ELECT BATES ELECT BATES ELECT BATES ELECT WG ELECT WG ELECT WG ELECT WG ELECT	02/15/2018 02/15/2018 02/15/2018 02/15/2018 02/15/2018 02/15/2018 02/15/2018 02/15/2018 02/15/2018	18388581 PV-180422 18388581 PV-180422 18388581 PV-180422 18388581 PV-180422 18388581 PV-180422 18388581 PV-180422 18388581 PV-180422 18388581 PV-180422 18388581 PV-180422	13.52 132.81 723.00 4,702.54 28.22 27.03 502.00 5,212.10 20.30	N N N N N N N N N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827  ( 0) - 0	113.77	MOKE SEWER	02/22/2018	18389517 PV-180434	113.77	N
014680 SALCEDO, YULIANA 16791 GLASSCOCK RD LODI, CA 95242  ( 0) - 0	554.60	SP ED PARENT TRANS	02/08/2018	18387591 TC-180193	554.60	N
012039 SAN JOAQUIN CO OFFICE OF ED 2707 TRANSWORLD DRIVE STOCKTON, CA 95213	4,000.00	ARD18-01040 3 YR SST SYSTEM	02/15/2018	18388585 PV-180420	4,000.00	N

( 0) - 0 N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101  (800) 724-6527 N	893.14	16378296 BATES BOOKS	02/06/2018	18387080 PO-180769	893.14	N
011160 SCHOOL HEALTH CORPORATION 865 MUIRFIELD DRIVE HANOVER PARK, IL 601103  (800) 323-1305 N	550.06	3390960 ED SV SUPPLIES 3390960 ED SV SUPPLIES 3390960 ED SV SUPPLIES	02/06/2018 02/06/2018 02/06/2018	18387081 PO-180856 18387081 PO-180856 18387081 PO-180856	550.06 1.91 1.91-	N N N
012207 SCHOOL OUTFITTERS.COM P.O. BOX 141231 CINCINNATI, OH 45250-1231  (800) 260-2776 Y	593.65	12487324 RMS CHARGING CART	02/08/2018	18387561 PO-180896	593.65	Y
002988 SCHOOL SERVICES OF CALIFORNIA PO BOX 15546 SACRAMENTO, CA 95852-1546  (916) 446-7517 N	1,075.00	W098668 GOV WORKSHOP W098668 GOV WORKSHOP W098668 GOV WORKSHOP	02/27/2018 02/27/2018 02/27/2018	18390204 PO-180548 18390204 PO-180548 18390204 PO-180548	430.00 215.00 430.00	N N N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942  ( 0) - 0 N	53.77	208119732107 BATES SUPPLIES	02/01/2018	18386554 PO-180367	53.77	N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826  ( 0) - 0 N	883.44	ISLETON SLY PARK DEPOSIT 181507 BUS OFF ENVELOPES	02/15/2018 02/22/2018	18388565 PO-180947 18389480 PO-180877	780.00 103.44	N N
014450 SCOTT TECHNOLOGY GROUP	789.71	5411 WG PRINTER CHARGES	02/01/2018	18386558 PO-180041	25.39	N

1143 N. MARKET BLVD STE #7  
SACRAMENTO, CA 95834

(916) 913-6191

N WIZIX TECHNOLO

54186	BATES MAINT	AGRMNT	02/01/2018	18386558	PO-180430	29.70	N
52771	DO PRINTER	CHARGES	02/01/2018	18386571	PV-180394	67.35	N
52771	DO PRINTER	CHARGES	02/01/2018	18386571	PV-180394	57.64	N
52771	DO PRINTER	CHARGES	02/01/2018	18386571	PV-180394	10.23	N
52771	DO PRINTER	CHARGES	02/01/2018	18386571	PV-180394	24.37	N
52771	DO PRINTER	CHARGES	02/01/2018	18386571	PV-180394	19.39	N
52771	DO PRINTER	CHARGES	02/01/2018	18386571	PV-180394	166.29	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014450 SCOTT TECHNOLOG (Continued...)		52771 DO PRINTER CHARGES	02/01/2018	18386571 PV-180394	32.84	N
		52771 DO PRINTER CHARGES	02/01/2018	18386571 PV-180394	117.71	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	44.98	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	6.91	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	4.53	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	52.67	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	41.94	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	15.83	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	10.23	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	.27	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	6.91	N
		54187 DO PRINTER CHARGES	02/08/2018	18387585 PV-180413	54.53	N
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820  (916) 455-5630 N	2,364.67	78827 DHS EXTNG MAINT	02/22/2018	18389503 PO-180147	442.43	N
		78824 DHW EXTNG MAINT	02/22/2018	18389503 PO-180147	3.18	N
		78824 DHW EXTNG MAINT	02/22/2018	18389503 PO-180147	3.18	N
		78827 DHS EXTNG MAINT	02/22/2018	18389503 PO-180147	5.70	N
		78827 DHS EXTNG MAINT	02/22/2018	18389503 PO-180147	5.70	N
		78826 RMS EXTNG MAINT	02/22/2018	18389503 PO-180147	298.47	N
		78826 RMS EXTNG MAINT	02/22/2018	18389503 PO-180147	3.84	N
		78826 RMS EXTNG MAINT	02/22/2018	18389503 PO-180147	3.84	N
		78824 DHW EXTNG MAINT	02/22/2018	18389503 PO-180147	247.08	N
		78823 DO EXTNG MAINT	02/22/2018	18389503 PO-180147	96.23	N
		78828 CMS EXTNG MAINT	02/22/2018	18389503 PO-180147	49.00	N
		78823 DO EXTNG MAINT	02/22/2018	18389503 PO-180147	1.24	N
		78829 BATES EXTNG MAINT	02/22/2018	18389503 PO-180147	282.88	N
		78829 BATES EXTNG MAINT	02/22/2018	18389503 PO-180147	3.64	N
		78829 BATES EXTNG MAINT	02/22/2018	18389503 PO-180147	3.64	N
		78830 CDS EXTNG MAINT	02/22/2018	18389503 PO-180147	.90	N
		78830 CDS EXTNG MAINT	02/22/2018	18389503 PO-180147	69.62	N
		78828 CMS EXTNG MAINT	02/22/2018	18389503 PO-180147	.63	N
		78830 CDS EXTNG MAINT	02/22/2018	18389503 PO-180147	.90	N
		78823 DO EXTNG MAINT	02/22/2018	18389503 PO-180147	1.24	N
		78828 CMS EXTNG MAINT	02/22/2018	18389503 PO-180147	.63	N
		78832 WG SUPPLIES	02/27/2018	18390213 PO-180147	233.08	N
		78832 WG SUPPLIES	02/27/2018	18390213 PO-180147	3.00	N
		78825 RVHS SUPPLIES	02/27/2018	18390213 PO-180147	470.88	N
		78831 ISLE SUPPLIES	02/27/2018	18390213 PO-180147	2.25	N
		78831 ISLE SUPPLIES	02/27/2018	18390213 PO-180147	175.00	N
		78825 RVHS SUPPLIES	02/27/2018	18390213 PO-180147	6.07	N
		78825 RVHS SUPPLIES	02/27/2018	18390213 PO-180147	6.07	N
		78831 ISLE SUPPLIES	02/27/2018	18390213 PO-180147	2.25	N
		78832 WG SUPPLIES	02/27/2018	18390213 PO-180147	3.00	N



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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014444 SEQUOIA FLORAL 3245 SANTA ROSA AVENUE SANTA ROSA, CA 95407	594.24	846527 RVHS FLORAL SUPPLIES 846527 RVHS FLORAL SUPPLIES	02/01/2018 02/01/2018	18386534 PO-180683 18386534 PO-180683	297.12 297.12	N N
(707) 525-0780						N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585	1,631.48	93788 TRANS PROPANE 93788 TRANS PROPANE 93788 TRANS PROPANE 93919 WG PROPANE 93919 WG PROPANE 93919 WG PROPANE 93966 MOKE PROPANE 93966 MOKE PROPANE 93966 MOKE PROPANE	02/06/2018 02/06/2018 02/06/2018 02/15/2018 02/15/2018 02/15/2018 02/22/2018 02/22/2018 02/22/2018	18387103 PV-180406 18387103 PV-180406 18387103 PV-180406 18388582 PV-180421 18388582 PV-180421 18388582 PV-180421 18389518 PV-180435 18389518 PV-180435 18389518 PV-180435	1.90- 545.86 1.90 2.76 792.48 2.76- 293.14 1.02 1.02-	N N N N N N N N N
(707) 425-2951						N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007	112.64	8124005174 DO SHREDDING	02/01/2018	18386566 PV-180395	112.64	N
( 0) - 0						N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	3,349.35	FEB 2018 PREMIUMS FEB 2018 PREMIUMS	02/15/2018 02/15/2018	18388583 PV-180423 18388583 PV-180423	2,267.35 1,082.00	N N
( 0) - 0						N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	547.96	FEB 2018 PREMIUMS FEB 2018 PREMIUMS	02/15/2018 02/15/2018	18388584 PV-180424 18388584 PV-180424	288.40 259.56	N N
( 0) - 0						N
013817 SIERRA TRAINING SERVICES PO BOX 2021 PIONEER, CA 95666	840.00	11-2019 TRANS CPR FIRST AID	02/22/2018	18389481 PO-180893	840.00	N
(209) 257-3568						N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014751 SILVERADO STAGES 2239 NORTH BLACK CANYON HWY PHEONIX, AZ 85009	2,628.50	19017P WG BERKELEY FIELD TRIP 19019P WG MOTORCOACH	02/22/2018 02/22/2018	18389482 PO-180944 18389482 PO-180944	1,250.00 1,378.50	N N
( 0) - 0						N
014590 SIMAS FLOOR & DESIGN 3550 POWER INN ROAD SACRAMENTO, CA 95826	5,590.00	CG714370 MAINT RVHS CARPET	02/22/2018	18389504 PO-180594	5,590.00	N
(916) 452-4933						N
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680	745.56	SP ED PARENT MILEAGE	02/06/2018	18387112 TC-180186	745.56	N
(916) 491-0657						N
014400 SLAGLE, ANTONIA 5811 14TH ST SACRAMENTO, CA 95822	259.49	ISLE SUPPLIES ISLE SUPPLIES ISLE PRE-K SUPPLIES ISLE SUPPLIES	02/01/2018 02/06/2018 02/08/2018 02/22/2018	18386555 PO-180676 18387091 PO-180910 18387578 PO-180906 18389505 PO-180676	31.63 76.17 23.65 128.04	N N N N
( 0) - 0						N
012628 SOLANO COUNTY OFFICE OF SELPA 5100 BUSINESS CENTER DRIVE FAIRFIELD, CA 94534	1,014.48	18-01340 TUPE GRANT	02/22/2018	18389519 PV-180436	1,014.48	N
(707) 399-4415						N
014685 SOUZA, JEFF 717 TAMARACK DR LODI, CA 95240	48.35	GARDNR SUPPLY	02/01/2018	18386575 TC-180179	48.35	N
( 0) - 0						N
012288 SOUZA, JENNIFER	208.18	ISLE MILEAGE	02/01/2018	18386576 TC-180177	99.51	N

717 TAMARACK DRIVE  
LODI, CA 95240

ISLE MILEAGE

02/22/2018 18389535 TC-180205

108.67 N

( 0) - 0 N

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3367248030	SP ED INK	02/22/2018	18389483	PO-180779	81.08-	N
3366297946	SP ED INK	02/22/2018	18389483	PO-180779	98.49	N
3365077845	SP ED INK	02/22/2018	18389483	PO-180779	81.08	N
3367395906	SP ED SUPPLIES	02/22/2018	18389483	PO-180886	119.40	N
3367395907	MIG ED SUPPLIES	02/22/2018	18389483	PO-180908	394.34	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013504 STAT PADS LLC 13897 W. WAINWRIGHT BOISE, ID 93713  (866) 782-8723 N	225.00	1144572 MEDI-CAL AED RENEWAL	02/01/2018	18386567 PV-180396	225.00	N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814  ( 0) - 0 N	147.00	282330 HR FINGERPRINTING	02/15/2018	18388586 PV-180425	147.00	N
003666 STATE WATER RESOURCES BOARD PO BOX 1888 SACRAMENTO, CA 95812-1888  (916) 341-5247 N	2,800.00	SW0146591 TRANS PERMIT SW0146407 TRANS PERMIT	02/01/2018 02/01/2018	18386568 PV-180397 18386568 PV-180397	1,400.00 1,400.00	N N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571  (707) 374-5567 N	947.50	23100 TRANS SUPPLIES	02/22/2018	18389507 PO-180220	947.50	N
014549 STOCKTON WOOD SHAVINGS PO BOX 47 LODI, CA 95241  (209) 982-0552 N	581.85	170953 MAINT WG WOOD CHIPS 170953 MAINT WG WOOD CHIPS 170953 MAINT WG WOOD CHIPS	02/27/2018 02/27/2018 02/27/2018	18390205 PO-180930 18390205 PO-180930 18390205 PO-180930	47.28 47.28 581.85	N N N
014748 SUNBELT STAFFING, LLC 3687 TAMPA ROAD, SUITE 200 OLDSMAR, FL 34677  (813) 792-3426 N	1,836.00	9412467 SP ED SP ASSIST 9428946 SP ED SPCH ASSIST	02/15/2018 02/22/2018	18388575 PO-180935 18389508 PO-180935	884.00 952.00	N N
013947 SUPPLY WORKS	3,510.05	426777645 DHW SUPPLIES	02/01/2018	18386556 PO-180156	206.22	N



PO BOX 742056  
LOS ANGELES, CA 90074-2056

(877) 577-1114 N

426777397	RMS SUPPLIES	02/01/2018	18386556	PO-180156	1,110.16	N
426777637	DHW SUPPLIES	02/01/2018	18386556	PO-180156	932.47	N
425184231	CAFE SUPPLIES	02/08/2018	18387564	PO-180281	466.58	N
426120796	DHS SUPPLIES	02/22/2018	18389509	PO-180156	340.33	N
426403507	ISLE SUPPLIES	02/22/2018	18389509	PO-180156	13.22	N
426605390	ISLE SUPPLIES	02/22/2018	18389509	PO-180156	246.56	N
426605382	ISLE SUPPLIES	02/22/2018	18389509	PO-180156	194.51	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014760 SUTTER HIGH SCHOOL PO BOX 498 2665 ACACIA AVE SUTTER, CA 95982  (530) 300-6527	450.00	RVHS BASEBALL TOURNEY	02/27/2018	18390206 PO-180981	450.00	N
014728 TEACHER SYNERGY TEACHERS PAY TEACHERS PO BOX 1411 NEW YORK, NY  ( 0) - 0	48.74	57092424 DHW SUPPLIES	02/01/2018	18386535 PO-180804	48.74	N
013752 THERAPY SHOPPE INC PO BOX 8875 GRAND RAPIDS, MI 49518  (800) 261-5590	47.98	323497 SP ED SUPPLIES 323497 SP ED SUPPLIES 323497 SP ED SUPPLIES	02/22/2018 02/22/2018 02/22/2018	18389484 PO-180885 18389484 PO-180885 18389484 PO-180885	3.90 47.98 3.90-	N N N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012  ( 0) - 0	10,472.49	JAN 2018 GASB 45	02/01/2018	18386569 PV-180398	10,472.49	N
014718 ULIBAS PASCUAL, JENNIFER 4312 ROSECREEK CT SACRAMENTO, CA 95826  ( 0) - 0	101.22	WG CONF REIMB	02/08/2018	18387592 TC-180194	101.22	N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328  ( 0) - 0	193.42	DO SHIPPING DO SHIPPING	02/08/2018 02/15/2018	18387583 PV-180414 18388587 PV-180426	82.51 110.91	N N

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TRANS 1	02/01/2018	18386570	PV-180399	96.51	7
SP ED 1	02/01/2018	18386570	PV-180399	170.81	7
RMS CUST	02/01/2018	18386570	PV-180399	.22	7
DHW CUST	02/01/2018	18386570	PV-180399	.22	7
RVHS CUST	02/01/2018	18386570	PV-180399	85.39	7
SP ED 3	02/01/2018	18386570	PV-180399	38.43	7
MAINT	02/01/2018	18386570	PV-180399	229.18	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELES (Continued...)		BATES ADMIN	02/01/2018	18386570 PV-180399	45.38	7
		GARDINERS	02/01/2018	18386570 PV-180399	44.96	7
		DHW ADMIN	02/01/2018	18386570 PV-180399	72.69	7
		CMS CUST	02/01/2018	18386570 PV-180399	23.90	7
		BATES CUST	02/01/2018	18386570 PV-180399	37.44	7
		ISLE ADMIN	02/01/2018	18386570 PV-180399	25.33	7
014747 VILLASENOR, ANA 14247 HWY 160 WALNUT GROVE, CA 95690	1,281.24	SP ED PARENT MILEAGE	02/06/2018	18387113 TC-180187	1,281.24	N
( 0) - 0						N
014729 VOCABULARY SPELLING CITY 6300 NE 1ST AVE FT. LAUDERDALE, FL	1,073.00	1069602 DHW SUPPLIES	02/01/2018	18386536 PO-180794	1,073.00	N
(954) 256-8263						N
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612	108.00	16043 MAINT REPAIRS	02/08/2018	18387584 PV-180415	.88	N
		16043 MAINT REPAIRS	02/08/2018	18387584 PV-180415	108.00	7
		16043 MAINT REPAIRS	02/08/2018	18387584 PV-180415	.88	N
(916) 744-1667 6		Y WIGLEY, WARREN				
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	1,056.67	DHS AG WASTE SERV	02/06/2018	18387095 PO-180312	111.66	N
		DHS AG WASTE SERV	02/06/2018	18387095 PO-180312	111.66	N
		DHS AG WASTE	02/06/2018	18387104 PV-180407	802.45	N
		DHS AG WASTE	02/06/2018	18387104 PV-180407	30.90	N
( 0) - 0						N
010034 WEST COAST ENVIRONMENTAL 3181 FITZGERALD ROAD RANCHO CORDOVA, CA 95742	24,400.00	38104 MAINT RVHS ASBESTOS RMVL	02/01/2018	18386537 PO-180858	24,400.00	N
(916) 852-7200						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688  (707) 451-3000	3,750.04	RMS PORTABLE LEASE RVHS PORTABLE LEASE DHW PORTABLE LEASE RMS PORTABLE LEASE	02/22/2018 02/22/2018 02/22/2018 02/22/2018	18389524 PV-180439 18389524 PV-180439 18389524 PV-180439 18389524 PV-180439	936.96 939.16 936.96 936.96	N N N N
012761 WILLIAMS, LEE 8274 B & R LAND RIO VISTA, CA 94571  ( ) -	1,020.00	12418 CPR/1ST AID	02/06/2018	18387105 PV-180408	1,020.00	7 Y
014750 WORLD OF WONDERS 2 N SACRAMENTO ST LODI, CA 95240  (209) 368-0969	270.00	1294WA WG FIELD TRIP	02/15/2018	18388567 PO-180945	270.00	N
013811 YOUTHLIGHT INC PO BOX 115 CHAPIN, SC 29036  (800) 209-9774	50.00	1088856 F5 SUPPLIES	02/08/2018	18387563 PO-180845	50.00	N
014706 ZOOM IMAGING SOLUTION 200 S. HARDING BLVD ROSEVILLE, CA 95678  (916) 369-6526	520.46	1887324 DHW PRINTER SERV 1897366/1892845 DHW PRINTER SV	02/01/2018 02/27/2018	18386559 PO-180675 18390214 PO-180675	8.09 512.37	N N
District total:	533,801.97					
Report total:	533,801.97					

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** March 13, 2018

Attachments:  X

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

Item #:  10.4

**SUBJECT**

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.

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

**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 \$85,000. 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**

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

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2017-2018

CONTRACT NUMBER:

LEA: River Delta Unified School DISTRICT

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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 March 13, 2018, 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 March 13, 2018 to June 30, 2018 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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



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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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

**15. INSURANCE**

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

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

PART I

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

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

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

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

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

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

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

Part A – Statutory Limits  
Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

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

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

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

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

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

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

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

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

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

**16. INDEMNIFICATION AND HOLD HARMLESS**

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

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

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

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

**19. CONFLICTS OF INTEREST**

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

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

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

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

**20. NON-DISCRIMINATION**

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

**EDUCATIONAL PROGRAM**

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

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

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

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

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

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



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

## **25. CALENDARS**

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

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

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

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

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

## **26. DATA REPORTING**

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

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

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

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

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

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

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

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

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

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

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

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

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

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

the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

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

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

#### **40. PARENT ACCESS**

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

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

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

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

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

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

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

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

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

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

**43. STATE MEAL MANDATE**

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

**44. MONITORING**

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



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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

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

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

#### 46. STAFF QUALIFICATIONS

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

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

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

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

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

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

#### 47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

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

**48. STAFF ABSENCE**

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

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

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

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

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

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

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

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

### **52. ADMINISTRATION OF MEDICATION**

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

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

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

**53. INCIDENT/ACCIDENT REPORTING**

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

**54. CHILD ABUSE REPORTING**

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

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

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

**55. SEXUAL HARASSMENT**

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

**56. REPORTING OF MISSING CHILDREN**

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

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

## **FINANCIAL**

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

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

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

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

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

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

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

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

CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

#### **59. PAYMENT FROM OUTSIDE AGENCIES**

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

#### **60. PAYMENT FOR ABSENCES**

##### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

##### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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



## NONPUBLIC AGENCY STAFF ABSENCE

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

## NONPUBLIC AGENCY STUDENT ABSENCE

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

### **61. INSPECTION AND AUDIT**

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

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

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

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

### **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in the California Education Code Sections 46200-46208.

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

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

### **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 13th day of March, 2018 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

LEA

DISTRICT

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City

State

Zip

Phone

Fax

Email\*

(\*Required)

By:

Signature

Date

Name and Title of Authorized Representative

Notices to LEA shall be addressed to:

Name and Title

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
<b>Language and Speech Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Behavior Intervention Services</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
<b>Other:</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	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: 3/13/2018

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

From: Nick Casey, Principal of D.H. White Elementary School

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

**SUBJECT:** Request to approve the D.H. White PTC fundraiser to sell yearbooks to our students for the 2017-2018 school year.

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

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

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

**Background:** The D.H. White PTC would like to sell yearbooks to our students, as we have done in previous years. Students and families enjoy purchasing yearbooks as a keepsake of their child's year in school.

**Status:** Yearbooks would be available for pre-order, as well as for purchase after they are printed.

**Presenter:** Nick Casey

**Other People Who Might Be Present:** n/a

**Cost &/or Funding Sources** There is no cost to the district.

**Recommendation:** That the board approve the D.H. White fundraiser to sell yearbooks for the 2017-2018 school year.

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

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** March 13, 2018

Attachments:  X

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

Item #: 10.6

**SUBJECT**

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Growing Healthy Children Therapy Services) for the 2017-2018 school year at a cost not to exceed \$3,000.

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

**Background & Status:**

Name of Vendor: Growing Healthy Children Therapy Services

Description of Service(s): Assistive Technology Services for district students.

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

The 2017-2018 contract is not to exceed \$2,500. This request is for an additional amount of \$3,000.

**Presenter:**

Kathy Wright, Director of Educational Services

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

Not to exceed \$3,000 paid by Special Education funds.

**Recommendation:**

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Growing Healthy Children Therapy Services) for the 2017-2018 school year at a cost not to exceed \$3,000.

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**

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

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2017-2018

CONTRACT NUMBER:

LEA: River Delta Unified School DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Growing Healthy Children

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on March 1, 2018, between the **River Delta Unified School** DISTRICT (hereinafter referred to as the local educational agency "LEA" or "District") and **Growing Healthy Children Therapy Services, Inc.** (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

Unless otherwise agreed in writing, the 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 March 1, 2018 to June 30, 2018 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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

**15. INSURANCE**

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



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

## PART I

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

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

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

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

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

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

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

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

**16. INDEMNIFICATION AND HOLD HARMLESS**

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

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

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

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

**19. CONFLICTS OF INTEREST**

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

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

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

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

**20. NON-DISCRIMINATION**

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

**EDUCATIONAL PROGRAM**

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

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

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

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

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

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

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

## **25. CALENDARS**

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

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

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

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

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

## **26. DATA REPORTING**

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

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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



### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

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

### **31. STUDENT DISCIPLINE**

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

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

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

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

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

the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or comparable program/system for that student.

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

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

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

#### **40. PARENT ACCESS**

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

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

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

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

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

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

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

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

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

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

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

**43. STATE MEAL MANDATE**

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

**44. MONITORING**

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

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

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

#### 46. STAFF QUALIFICATIONS

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

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

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

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

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

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

#### 47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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



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

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

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

**48. STAFF ABSENCE**

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

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

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

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

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

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

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

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

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

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

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

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

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

### **52. ADMINISTRATION OF MEDICATION**

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

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

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

**53. INCIDENT/ACCIDENT REPORTING**

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

**54. CHILD ABUSE REPORTING**

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

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

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

**55. SEXUAL HARASSMENT**

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

**56. REPORTING OF MISSING CHILDREN**

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

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

## **FINANCIAL**

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

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

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

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

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

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

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

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

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

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

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

CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

**59. PAYMENT FROM OUTSIDE AGENCIES**

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

**60. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

### NONPUBLIC AGENCY STAFF ABSENCE

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

### NONPUBLIC AGENCY STUDENT ABSENCE

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

## **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in the California Education Code Sections 46200-46208.

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

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

### 63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of March 2018 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.



CONTRACTOR

LEA

DISTRICT

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Notices to CONTRACTOR shall be addressed to:

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email\*

(\*Required)

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By:

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

Notices to LEA shall be addressed to:

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

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  Growing Healthy Children  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  \$3,000   
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
<b>Language and Speech Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ _____ Per Hour
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ _____ Per Hour
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ _____ Per Hour
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Behavior Intervention Services</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	<b>OTHER SERVICES:</b> (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
<b>Other:</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	Assistive Technology Services	\$ 120.00 Per Hour

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2016	Attachments: <input checked="" type="checkbox"/> X
From: Carrie Norris, Walnut Grove Elementary School Principal	Item Number: <u>10.7</u>
<b>SUBJECT</b> Request to approve 2 staff members to attend School Climate and Culture Conference in Nevada	Action: _____ Consent Action: <input checked="" type="checkbox"/> X Information Only: _____

**Background:**

On April 22 and 23, 2018 the California League of School is hosting a School Climate and Culture Conference in North Lake Tahoe, Nevada. Several of the sessions focus on Parent Involvement, including a Parent Engagement Strategies Institute on April 23<sup>rd</sup>. Mrs. Norris, the principal, and Mrs. Sanchez, the school parent liaison and also a parent at our school, would like to attend to continue to build our repertoire of strategies for increasing parent involvement at Walnut Grove School. Our Single Plan for Student Achievement includes a goal that “Walnut Grove in Conjunction with First 5 School Readiness and Head Start Pre-School will provide meaningful and varied opportunities for parents to be involved in supporting their child’s academic achievement. Parents will feel safe and comfortable enough on campus so that by the end of June of each year, parental involvement will have included 100% of Walnut Grove families.” (p.9) This also matches the district LCAP goal to “Provide meaningful and varied opportunities for parents to be involved with supporting their child’s academic achievement- Provide staff training opportunities to improve communication and outreach efforts to families of our ELs and our foster youth families and implement the strategies.” (Goal 4)

**Status:** Out of state travel for River Delta Unified School District Employees requires board action.

**Presenter:** Carrie Norris

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

**Cost &/or Funding Sources:** Registration \$369/person/Hotel \$175/night/person paid from Site Supplemental Funds (0740)

**Recommendation:** That the board allow Mrs. Norris and Mrs. Sanchez to attend the School Climate and Culture Conference in Nevada.

Time: 2 mins.



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### School Climate & Culture Conference

ENGAGING THE WHOLE SCHOOL: INFORMED PRACTICES FOR CLIMATE AND CULTURE  
April 22-23, 2018, North Lake Tahoe

Join CLS for a two-day conference focusing on implementation strategies and best practices for addressing LCAP priority areas, including parental involvement, student engagement, school climate, and foster youth.

#### Sunday, April 22



Dr. John Hodge  
Keynote: *Be the One!*

The education of America's youth is a challenging prospect when one considers the many burdens faced by impoverished children and their families. Research indicates that poverty need not be a barrier to academic excellence. As co-author of the book *Standing in the Gap*, Dr. Hodge states, "Across the nation, schools are demonstrating that it can be done: That students can reach high standards, that all children can succeed, that the gap between white and minority students, poor and affluent, can be closed." More often than not, one caring adult can make all the difference in the world. This presentation will encourage all of you to BE THE ONE!

Dr. John Hodge

Lunch & Learn: *Following the S.A.M.E. Pathway to Excellent Schools*

Social, Academic, and Moral Education (S.A.M.E.) is a holistic approach to creating and sustaining academic excellence in today's schools. S.A.M.E. provides a research-supported, holistic view of school improvement by focusing on all the components of school and district culture which must be addressed if lasting school reform is to be attained. As the rigor of state accountability measures increase, schools must focus their efforts to achieve and sustain academic excellence. This approach is designed to assist schools along a vast performance continuum, from schools that are struggling to schools that are exceeding performance standards. This approach has been particularly successful in schools serving high-poverty populations. *Price \$85 (includes lunch)*

#### Educator-led Breakout Sessions

Choose from a variety of 1-hour sessions, included with registration, focused on school climate and culture. Topics include: Restorative practices; LCAP strategies; bullying; PBIS; school safety; mental health/trauma care; LGBTQ matters; character education; conflict resolution; diversity and inclusion; family engagement; homeless and foster youth needs; and equitable access.

#### Monday, April 23



Families in Schools

Workshop: *Parent Engagement Strategies Institute*

Join Families in Schools for a half-day workshop focused on meeting LCAP priorities by creating welcoming environments that encourage family engagement. Participants will enhance their knowledge of, and become familiar with, research-based strategies and best practices that engage parents in authentic and meaningful ways to support critical academic milestones in elementary, middle, and high school; bridge a college-going culture between home and school; encourage communication between parents and school staff specific to student success; and create an environment for effective parent engagement to thrive within their school.

Join us in Lake Tahoe!

The Hyatt Regency is located on the shores of beautiful Lake Tahoe. Casual and fine restaurants, shopping, a lake-side walking path, hiking, kayaking, bicycling, and more are close by.

Location and Hotel

Conference registration and all sessions are at the Hyatt. Please reserve your hotel room for Saturday and Sunday nights.

Call (775) 832-1234 and ask for the California League of Schools rate: \$175, plus tax and resort fee.  
[Breakdown: \$175 plus \$25 resort fee, plus 13% tax) = \$226 per night.]

#### Conference Rates

\$309 members / \$369 non-members

#### Suggested Funding Sources

Schools can apply Educator Effectiveness Funds (SB 77), LCFF supplemental and concentration funds, Title 1, Title 2, Title 3, and SIG funds to this professional development opportunity.

#### [Register online](#)

Not a current member? Get the best rates by first joining [CLMS](#) (middle school educators), [CLHS](#) (high school educators) or [CLES](#) (elementary school educators), then registering for the conference.

#### Cancellation Policy

*Cancellation requests must be in writing and faxed to (562) 430-5607. Please call as soon as you fax your request to verify receipt at (562) 430-3136. ALL registrations submitted are subject to the cancellation policy. There is no refund for no-shows.*

*Prior to 2/22/17 - \$60 fee; 2/22/17 through 3/22/17 - 50% fee; After 3/22/17 - no refund.  
A colleague may substitute for you to avoid cancellation penalties.*

*Conference information is subject to change. Meals are not included except where noted in ticketed sessions.*

California League of Schools © 6621 E. Pacific Coast Hwy., Ste. 210, Long Beach, CA 90803 • 800.326.1880 • FAX 562.430.5607 • [info@leagueofschools.org](mailto:info@leagueofschools.org)

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



**BOARD AGENDA BRIEFING**

**Meeting Date:** March 13, 2018

Attachments:  X

Item #: 10.8

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

**SUBJECT:**

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

Consent Action:  X

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

Approval for out of state travel for Jennifer Emigh to travel to Yakima, Washington to attend the GLAD Tier III Agency Trainer Recertification conference on April 18, 2018 through April 20, 2018 at a cost not to exceed \$2,000

**Background & Status:**

Out of state travel for RDUSD employees requires board action.

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

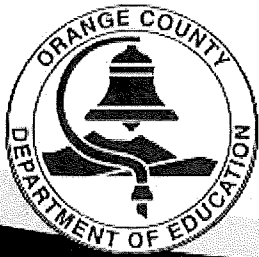
**Cost &/or Funding Sources (be specific)**

Airfare, hotel and other expenses such as food will not exceed \$2,000 paid by Educational Services funding.

**Recommendation:**

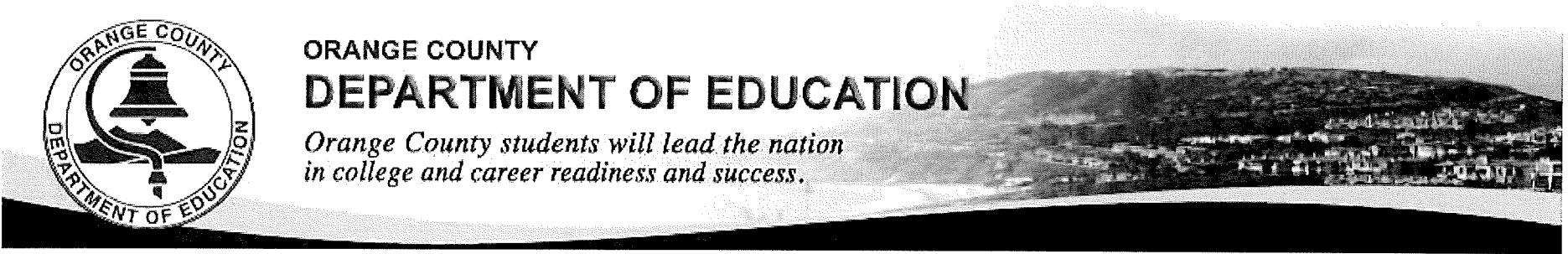
That the board approve the out of state travel for Jennifer Emigh to travel to Yakima, Washington to attend the GLAD Tier III Agency Trainer Recertification conference on April 18, 2018 through April 20, 2018 at a cost not to exceed \$2,000

Time: 2 mins.



# ORANGE COUNTY DEPARTMENT OF EDUCATION

*Orange County students will lead the nation  
in college and career readiness and success.*



## Orange County Department of Education Project GLAD® NTC

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OCDE Project GLAD(R) NTC Agency Trainer (Tier III) Recertification  
Apr 19, 2018 - Apr 20, 2018

This training will serve as a recertification opportunity for certified **OCDE Project GLAD® NTC Agency Trainers (Tier III)**. Agency Trainers (Tier III) are certified and active trainers solely working in their district of employment.

This recertification is uniquely designed to extend and expand your knowledge on research aligned to OCDE Project GLAD(R) NTC, deepen practices associated to Tier I trainings and provide opportunities to network.

To register for recertification you will first need to fill out the OCDE Project GLAD® NTC Tier III Recertification application available at the OCDE Project GLAD® NTC website.  
<http://ocde.us/NTCProjectGLAD/Pages>

### Tier III Requirements:

- Recertification within 12 months of certification and every three years thereafter to maintain “active status”.
- Have a current signed **Licensing Agreement for OCDE Project GLAD® NTC Agency Trainers (Tier III)** on file with the OCDE Project GLAD® NTC.
- All requirements outlined in individual certification and recertification letters must be cleared with the OCDE Project GLAD® NTC.

Register

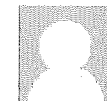
This is a private event and requires an access code to register. This code should have been supplied to you or can be obtained from the event contact.

(Access codes are case sensitive.)

Registration Deadline: Apr 19, 2018

OMS Account Holders



[Login Here to Register for Event](#)


- Individuals working for an educational organization other than a school district must have a current Authorization to Train Addendum with the OCDE Project GLAD® NTC.

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Additional information regarding training logistics will be sent electronically when registration is confirmed. Registration will not be confirmed until payment is received.

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**Title** OCDE Project GLAD(R) NTC Agency Trainer (Tier III) Recertification

**Date(s)** Apr 19, 2018 - Apr 20, 2018

**Time** 7:45 am - 3:30 pm

Sign-in: 7:45, Event starts 8am

**Audience** OCDE Project GLAD, NTC Agency Trainers (Tier III)

**Included** Training Materials

**Price** \$ 500.00 per individual

Online Registration Only, No Walk-Ins

Registration will not be confirmed until payment is received. Please send payment to:

Orange County Department of Education  
Attention: OCDE Project GLAD(R) NTC  
200 Kalmus Drive  
P.O. Box 9050  
Costa Mesa, CA 92628-9050

**Location** Educational Services Division ESD -105

33 South Second Avenue  
Yakima, WA 98902

[Map](#) | [Driving Directions](#)

Maps and directions provided by [Google® Maps](#). Please verify map and driving directions for accuracy prior to attending event.

**Contact** Maria Maningding Ko  
[mmaningding@ocde.us](mailto:mmaningding@ocde.us)  
P: (714) 966-4154

**Sponsor** Orange County Department of Education Project GLAD® NTC





Organization Management System (OMS)

Event Registration Management Software Designed by and for K12 Education

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018

Attachments:   X  

From: Don Beno, Superintendent

Item Number: 9.5.1 & 10.9

**SUBJECT**

Public Hearing to Sunshine the California School  
Employees' Association (CSEA) River Delta Chapter #319  
Negotiation proposals to the River Delta Unified School  
District for 2017-2018

Action:         
Consent Action:   X    
Information Only:       

**Background:**

Under the California Educational Employment Relations Act (EERA) the classified union must participate in "Good Faith" bargaining with the District. The law states that CSEA must present its proposals to the public before the bargaining process can begin.

The CSEA proposes to discuss:

**Article 11 – Leaves**

Discuss addition to Bereavement Leave

**Article 17 Health and Welfare Benefits**

17.1.1 Discuss increase in cap

**Appendix B Wage increase to step and column**

**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 California School Employees' Association (CSEA) Negotiation proposals to River Delta Unified School District for 2017-2018

Time:   5   mins.



AFL-CIO

**California  
School  
Employees  
Association**

5375 West Lane  
Stockton, CA 95210

(209) 472-2170  
(800) 757-4229  
FAX: (209) 472-2089

[www.csea.com](http://www.csea.com)

*Member of the AFL-CIO*

*The nation's largest  
independent classified  
employee association*



February 20, 2018

Don Beno, Superintendent  
River Delta Unified School District  
445 Montezuma  
Rio Vista, CA 94571-1651

**Re: River Delta Chapter 319 Initial Proposal for Contract Reopener  
2017-2018**

Dear Superintendent Beno:

Pursuant to the agreement between the California School Employees Association and its River Delta Chapter 319 (CSEA) River Delta Unified School District, please find enclosed the initial proposal for amendments and modifications.

Please consider this document for public notice provisions pursuant to Government Code Section 3547(a). CSEA desire to commence negotiations as soon as possible after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Carol Black  
Labor Relations Representative

CB/ksc  
Enclosure – 2017-2018 Initial Proposals for Contract Reopener  
c: Mary Weathers, Chapter President 319  
Debra Ladwig, Regional Representative 42  
Carmen Alessandro, Area Director E  
Janet Jones Sterling, Field Director  
319 file

**PROPOSAL FROM  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND IT'S  
RIVER DELTA CHAPTER #319  
TO  
RIVER DELTA UNIFIED SCHOOL DISTRICT  
2017-2018**

**ARTICLE 11 – Leaves**

**Discuss addition to Bereavement Leave.**

**ARTICLE 17 – Health and Welfare Benefits**

**17.1.1 Discuss increase in cap**

**APPENDIX B – Wage increase to step and column**

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

**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018

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

From: Don Beno, Superintendent

Item Number: 10.10

**SUBJECT**      Donations

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

Consent Action: x

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

**Background:**

**Donations to Receive and Acknowledge:**

**Delta High School - Athletic Department - In memory of Mary Louise Naugle**

Steven and Sally Rogers \$500

**Riverview Middle School – General Donation**

Beth Brockhouse - \$179.48

**Rio Vista High School**

Montezuma Volunteer Firefighters Association - \$1000 AFS and Soccer Programs

Zachariah L. Kinchelow – Class of 1968 Scholarship Fund - \$100

**Presenter**      Don Beno

**Other People Who Might Be Present**      Staff

**Cost &/or Funding Sources**

**Recommendation:**

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

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

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018

Attachments:   X  

From: Don Beno, Superintendent

Item Number:   11  

Action:   X  

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

Consent Action:       

Information Only:       

**Background:**

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

**Status:**

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to December 2017 which need to be approved for *first reading*.

These policies, etc., were submitted for the first reading at the February 20, 2018 Board meeting.

**Presenter** Don Beno

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

**Cost &/or Funding Sources**

**Recommendation:**

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

Time:        5 mins.

**POLICY GUIDE SHEET**  
**December 2017**  
**Page 1 of 3**

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

**BP/AR 0420.4 - Charter School Authorization**

(BP/AR revised)

Policy updated to delete material regarding the conversion of a low-performing school into a charter school when petitioned by parents/guardians under the Parent Empowerment Act, and to add requirement that accountability measures in an approved charter include student outcomes aligned with state priorities in the local control and accountability plan. Regulation updated to reflect **NEW LAW (AB 1360)** which provides that a charter petition may include admission preferences, including, but not limited to, priority for siblings of admitted or enrolled students and children of the school's staff and founders, provided that the admission preferences are approved by the district board, are nondiscriminatory, and do not require parent/guardian volunteer hours. Regulation also reflects requirement of AB 1360 that suspension/expulsion procedures included in the charter petition specify how the school will comply with due process requirements.

**BP 1325 - Advertising and Promotion**

(BP revised)

Policy updated to reflect **NEW LAW (AB 841)** which prohibits advertising of foods or beverages during the school day, including participation in a corporate incentive program that rewards students with free or discounted foods or beverages, unless the food or beverage complies with nutritional standards. Policy also clarifies court decisions regarding advertisements containing religious viewpoints.

**BP 3100 - Budget**

(BP revised)

Policy updated to reflect **NEW LAW (SB 751)** which provides that, if the amount of monies in the state Public School System Stabilization Account is three percent or more of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district's combined assigned or unassigned ending general fund balance must not exceed 10 percent of those funds in the immediately following fiscal year, unless the district is a basic aid district, is a district with average daily attendance of 2,500 or less, or is exempted by the county superintendent of schools under extraordinary fiscal circumstances.

**BP/E 3515.7 - Firearms on School Grounds**

(BP revised; E(1)/E(2) deleted)

Policy updated to reflect **NEW LAW (AB 424)** which eliminates the authority of the superintendent or designee to permit a person with a concealed weapons permit to possess a firearm on school grounds. Exhibits deleted as they applied to the possession of firearms on school grounds and are now unnecessary.

**BP/AR 3517 - Facilities Inspection**

(BP deleted; AR added)

Policy deleted and contents moved to AR. Regulation expanded to more directly reflect law regarding the conditions that must be inspected pursuant to the Office of Public School Construction's facilities inspection tool. Regulation reflects **NEW LAW (AB 10)** which requires a school that serves any of grades 6-12 and is a high-poverty school, as defined, to stock 50 percent of its restrooms with feminine hygiene products and to make such products available free of charge to students. Regulation also adds recommendation for lead testing and describes the circumstances under which drinking water is required to be tested for lead, including a requirement of **NEW LAW (AB 746)** for testing of school buildings constructed before January 1, 2010.

**POLICY GUIDE SHEET**  
**December 2017**  
**Page 2 of 3**

**BP 4119.21/4219.21/4319.21 - Professional Standards**

(BP revised)

Policy updated to reflect **NEW LAW (AB 500)** which requires any district that has an employee code of conduct addressing employee interactions with students to post that section of its code of conduct on each school's web site (or on the district web site if a school does not maintain one) and to provide it to parents/guardians at the beginning of the school year.

**AR 4144/4244/4344 - Complaints**

(AR revised)

Regulation updated to delete outdated reference to the use of Williams uniform complaint procedures for complaints alleging the failure to provide intensive instruction to students who did not pass the high school exit exam by the end of grade 12. Regulation reorganized to clarify circumstances that require the use of an alternate complaint procedure.

**BP/AR 4200 - Classified Personnel**

(BP/AR revised)

Policy updated to add material formerly in AR regarding the employment of substitute or short-term employees and to clarify that the length of service of a short-term employee must be no longer than 195 days per year. Regulation updated to reflect **NEW LAW (AB 670)** which makes playground aide positions part of the classified service in non-merit system districts.

**BP 5144 - Discipline**

(BP revised)

Policy updated to reflect **NEW LAW (SB 250)** which requires districts to ensure that any discipline imposed on a student does not result in the denial or delay of a nutritionally adequate meal to the student.

**BP/AR 5144.1 - Suspension and Expulsion/Due Process**

(BP/AR revised)

Policy updated to add homeless students as one of the numerically significant student subgroups for whom the district must monitor suspension/expulsion data, and to add board review of disaggregated suspension/expulsion data for the purpose of identifying any disparities in the imposition of discipline. Updated regulation revises the grounds for suspension and expulsion to more directly reflect law which separates out aiding or abetting a crime of physical violence from causing, attempting to cause, or threatening physical violence. Regulation also adds definition of cyber sexual bullying as a ground for suspension/expulsion and reflects **NEW LAW (AB 667)** which requires a student to be informed, during the informal conference required prior to suspension, of the other means of correction that were attempted before suspension.

**AR 5148.2 - Before/After School Programs**

(AR revised)

Regulation updated to reflect **NEW LAW (AB 830)** which deletes the requirement that a program operating under the 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) include preparation for the high school exit exam, as that exam has been eliminated.

**BP 6146.1 - High School Graduation Requirements**

(BP revised)

Policy updated to reflect **NEW LAW (AB 830)** which repeals the requirement to pass the high school exit exam as a condition of graduation and **NEW LAW (AB 365)** which exempts children of military families from locally established graduation requirements under certain conditions.



**POLICY GUIDE SHEET**  
**December 2017**  
**Page 3 of 3**

**BP/AR/E 6162.52 - High School Exit Examination**

(BP/AR/E(1)/E(2) deleted)

Policy, regulation, and exhibits deleted since **NEW LAW (AB 830)** repeals the requirement to pass the high school exit exam as a condition of graduation.

# CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.4(a)

## CHARTER SCHOOL AUTHORIZATION

Note: The following **optional** policy may be revised to reflect district practice. Education Code 47600-47616.7 authorize the establishment of a capped number of public charter schools, which are generally exempt from Education Code provisions governing school districts unless otherwise specified in law. To establish a charter school, petitioners must submit to the Governing Board for approval a petition which includes all components required by law as described in the accompanying administrative regulation.

Charter petitions also may be submitted to other entities under certain circumstances. Education Code 47605.5-47605.6 authorize petitioners to submit a petition directly to the County Board of Education when (1) the charter school will serve students for whom the county office of education would otherwise be responsible for providing direct education and related services or (2) the countywide program will provide educational services to a student population that cannot be served as well by a charter school operating in only one district in the county.

In addition, Education Code 47605.8 authorizes petitioners to submit a petition directly to the State Board of Education (SBE) to approve a "statewide benefit charter school" that may operate at multiple sites throughout the state. 5 CCR 11967.6.1 requires the petitioner to provide prior written notice to the board of each district where the petitioner proposes to locate a school site and to notify the board of the date that the SBE will meet to consider the petition.

**For further information regarding the submission and review of charter school petitions, see CSBA's publication Charter Schools: A Guide for Governance Teams.**

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for **district** students. In considering any petition to establish a charter school within the district, the Board shall give **careful thoughtful** consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

Note: Education Code 47605 allows for the conversion of an existing public school into a charter school, provided that the school adopts and maintains a policy giving admission preference to students who reside within the former attendance area of that public school. **The Board also may create a start-up charter school. Furthermore, when a school is identified by the California Department of Education (CDE) as meeting certain criteria specified in Education Code 53300 (the Parent Empowerment Act), parents/guardians may petition the district, in accordance with 5 CCR 4800 4808, to convert the school or close and reopen it as a charter school.**

**The Board also may create a start-up charter school. A start-up or conversion charter school that is created by the Board and operates in a close relationship with the district is often described as a "dependent" charter school, although that term does not appear in law. The Board may also act as the governing board for what are known as "dependent" charter schools. Although the term does not appear in law, the SBE includes "dependent" charter schools as a separate category in its inventory of charter schools operating in California.** A dependent charter school is subject to the same petition requirements and approval process as an "independent" charter school, which is typically formed by parents/guardians, teachers, community members, or a charter management organization.

## **CHARTER SCHOOL AUTHORIZATION** (continued)

Pursuant to Education Code 47606, a district may petition the Superintendent of Public Instruction and the SBE to convert all its schools to charter schools, provided that 50 percent of the district's teachers sign the petition, the petition contains all specified components, and arrangements are made for alternative attendance of students residing within the district who choose not to attend charter schools.

One or more persons may submit a petition for a start-up charter school to be established within the district. In addition, an existing district school may be converted to a charter school when deemed beneficial by the district and community ~~or when state or federal law requires restructuring of the school because of low performance.~~ **(Education Code 47605, 47606, 53300)**

*(cf. 0520.2 Title I Program Improvement Schools)*

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. **The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.**

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, he/she also may meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

*(cf. 9320 - Meetings and Notices)*

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

### **Approval of Petition**

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to schools best able to provide

**CHARTER SCHOOL AUTHORIZATION** (continued)

comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

*(cf. 0420.42 - Charter School Renewal)*

*(cf. 0420.43 - Charter School Revocation)*

The Board shall ensure that any approved charter contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but **are** not **be**-limited to, fiscal accountability systems, multiple measures for evaluating the educational program, **including student outcomes aligned with state priorities as described in Education Code 52060**, and regular reports to the Board.

*(cf. 0420.41 - Charter School Oversight)*

Note: The following **optional** paragraph may be revised to reflect district practice. Although not required by law, CSBA's publication Charter Schools: A Guide for Governance Teams recommends one or more memoranda of understanding (MOUs) to address matters that are related to the charter petition but are not included in the petition, and to establish expectations for which the charter school can be held accountable. CSBA's manual provides examples of issues pertaining to business operations, administrative and support services, special education, and student assessment that might be addressed in an MOU.

A sample MOU between the SBE and a state-approved charter school, available on CDE's web site, may be adapted for use by districts.

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

**Denial of Petition**

Note: Education Code 47605 provides that a district cannot approve a charter school serving students in a grade level not offered by the district unless the charter school also serves all the grade levels offered by the district. Thus, an elementary district cannot approve a charter for a high school, but may approve a charter for a K-12 school since it includes all grade levels served by the district.

**CHARTER SCHOOL AUTHORIZATION** (continued)

The Board shall deny any petition to authorize the conversion of a private school to a charter school. **The Board shall also deny any petition for a charter** ~~or~~ that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605; **5 CCR 11965**)

Note: Pursuant to Education Code 47605, a charter petition can be denied only if certain factual findings are made, as specified in items #1-~~5~~-**6** below. **AB 1360 (Ch. 760, Statutes of 2017) amended Education Code 47605 to add that a petition may be denied if the petition does not include a declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining, as provided in item #6 below.** 5 CCR 11967.5.1, which contains criteria that the SBE must consider in reviewing charter petitions, may be useful to the district in determining how it might evaluate whether a petition meets the conditions specified in items #1-~~5~~-**6** below.

Any other charter petition shall be denied only if the Board ~~presents~~ **makes** written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
- 6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.**

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll ~~disabled~~ students **with disabilities** who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

## CHARTER SCHOOL AUTHORIZATION (continued)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

### Legal Reference:

#### EDUCATION CODE

#### **200 Equal rights and opportunities in state educational institutions**

220 Nondiscrimination

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

#### **33126 School Accountability Report Card**

41365 Charter school revolving loan fund

42238.51-~~42238.3~~ **42238.2** Funding for charter districts

44237 Criminal record summary

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools

#### **49011 Student fees**

51745-~~51749.3~~ **51749.6** Independent study

52052 Numerically significant student subgroup, definition

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

~~53300-53303 Parent Empowerment Act~~

56026 Special education

56145-56146 Special education services in charter schools

#### CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

#### GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

#### CODE OF REGULATIONS, TITLE 5

~~4800-4808 Parent Empowerment Act~~

11700.1-11705 Independent study

11960-~~11969~~ **11968.5.5** Charter schools

#### CODE OF REGULATIONS, TITLE 24

~~101 et seq. Part 2~~ California Building Standards Code

#### UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

#### COURT DECISIONS

*Ridgecrest Charter School v. Sierra Sands Unified School District*, (2005) 130 Cal.App.4th 986

#### ATTORNEY GENERAL OPINIONS

89 *Ops. Cal. Atty. Gen.* 166 (2006)

80 *Ops. Cal. Atty. Gen.* 52 (1997)

78 *Ops. Cal. Atty. Gen.* 297 (1995)

Management Resources: (see next page)

## CHARTER SCHOOL AUTHORIZATION (continued)

### Management Resources:

#### CSBA PUBLICATIONS

*Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017*

*Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016*

*Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016*

*Charter Schools: A Guide for Governance Teams, rev. February 2016*

*Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Sample Copy of a Memorandum of Understanding*

*Charter School Authorization: Guidance and Technical Assistance for Prospective Charter School Authorizers, Webinar 2014*

*Special Education and Charter Schools: Questions and Answers, September 10, 2002*

#### U.S. DEPARTMENT OF EDUCATION GUIDANCE

*Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016*

*Charter Schools Program, July 2004 January 2014*

*Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011*

*The Impact of the New Title I Requirements on Charter Schools, July 2004*

*Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers, May 2000*

#### WEB SITES

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

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>  
<http://www.qualitycharters.org>

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

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# CSBA Sample Administrative Regulation

Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0420.4(a)

## CHARTER SCHOOL AUTHORIZATION

Note: The following administrative regulation is **optional**.

### Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - ~~Permanent/Probationary~~ **Probationary/Permanent** Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

### Advisory Committee

Note: The following **optional** section may be revised to reflect district practice. CSBA's publication Charter Schools: A Guide for Governance Teams suggests that a petition review team is one method that **a district** may **be used use** to obtain input on proposed charters. Such a committee might include representatives of the district's human resources, fiscal services, risk management, student services, curriculum, special education, facilities, and other departments.

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a **charter** petition **based on the requirements in Education Code 47605** ~~or the merits of a proposed educational program~~ and to identify any concerns that should be addressed by the petitioners. ~~The Superintendent or designee shall also consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.~~



**CHARTER SCHOOL AUTHORIZATION** (continued)

(cf. 2230 - Representative and Deliberative Groups)

**Components of Charter Petition**

Note: CSBA's publication Charter Schools: A Guide for Governance Teams recommends specific content that ~~might be included in the descriptions~~ **would constitute a reasonably comprehensive description** of each component listed in items #1-16 below, ~~as well as recommendations for additional content that may be requested, but not required, of the petitioners (e.g., school calendar, transportation arrangements, a sample of the curriculum and instructional materials).~~

The charter petition shall include affirmations ~~of the conditions described in Education Code 47605(d) as well as~~ **that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against a student on the basis of characteristics listed in Education Code 220.**, ~~and~~ **It shall also** contain reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the **proposed** school, designed, among other things, to identify those whom the 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 students to become self-motivated, competent, and lifelong learners.

Note: Education Code 47605 requires the charter petition to include annual goals for all students and for each **numerically significant** subgroup of students, ~~as defined, identified pursuant to Education Code 52052~~ and specific actions to achieve those goals ~~as described in Education Code 52060, similar to the local control and accountability plan that is required for districts and county offices of education pursuant to Education Code 52060-52077.~~ Pursuant to Education Code 52052, ~~as amended by AB 104 (Ch. 13, Statutes of 2015),~~ a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school. For schools with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction with approval by the State Board of Education (SBE).

Education Code 47605 requires that these annual goals be aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of the local control funding formula); and (8) student outcomes in the specified course of study. See BP/AR 0460 - Local Control and Accountability Plan.

Unlike districts, charter schools are exempt from the requirements to solicit public comment, hold public hearings, and have their plans approved by the county office of education.

~~Education Code 47606.5 requires the charter school to annually update its goals and the specific actions identified to achieve the goals; see AR/E 0420.41 - Charter School Oversight.~~

**CHARTER SCHOOL AUTHORIZATION** (continued)

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established **by the charter school for the proposed school**, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed school will serve high school students, the petition shall describe the manner in which the **charter** school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

Note: Education Code 47605 requires that the petition identify student outcomes that the charter school intends to use, including those that address increases in student achievement both schoolwide and for all groups of students served by the charter school, as defined in Education Code 47607. Education Code 47607 defines "all groups of students served by the charter school" to mean all numerically significant subgroups of students served by the charter school, as defined in Education Code 52052.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.

Note: ~~As amended by AB 97 (Ch. 47, Statutes of 2013), Education Code 47605 requires that, to the extent practicable, the methods of measuring student outcomes for state priorities be consistent with the way information is reported on a school accountability report card pursuant to Education Code 33126.~~

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

**CHARTER SCHOOL AUTHORIZATION** (continued)

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.

**Note: Pursuant to Education Code 47605, when the number of students who wish to attend the charter school exceeds the school's capacity, attendance must be determined by a public random drawing, with admission preference extending to students who currently attend the charter school and students who reside in the district. As amended by AB 1360 (Ch. 760, Statutes of 2017), Education Code 47605 provides that admission preferences may also include, but are not limited to, siblings of students admitted or attending the charter school and children of the school's teachers, staff, and founders identified in the initial charter. Education Code 47605, as amended, requires that the priority order for preference be determined in the charter petition as provided below.**

8. **Admission requirements, if applicable—The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceed the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Board approval.**
9. 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 **Governing** Board's satisfaction.

**Note: Education Code 47605, as amended by AB 1360 (Ch. 760, Statutes of 2017), requires the petition to contain a comprehensive description of procedures by which a student can be suspended, expelled, or otherwise removed from the school, including how the school will comply with specified federal and state constitutional due process requirements.**

10. The **A comprehensive description of** procedures by which students can be suspended or expelled **for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due**

**CHARTER SCHOOL AUTHORIZATION** (continued)

**process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.**

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

Note: Education Code 47605 requires charter petitions to contain the declaration specified in item #15 below regarding responsibilities for collective bargaining. If the charter school is not deemed the public school employer for purposes of collective bargaining under Government Code 3540-3549.3, the district where the charter school is located shall be deemed the public school employer for these purposes, pursuant to Education Code 47611.5. Education Code 47611.5 further provides that, if the charter does not specify that the charter school shall comply with laws and regulations governing tenure or a merit or civil service system, the scope of representation for that charter school shall also include discipline and dismissal of charter school employees.

15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

Note: Education Code 47605 and 5 CCR 11962 require the charter petition to include procedures to be used in the event that the charter school closes for any reason, as provided in item #16 below. Duties of the district pertaining to charter school closures include notification requirements pursuant to Education Code 47604.32 and 5 CCR 11962.1; see BP 0420.41 - Charter School Oversight.

16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)
  - a. Designation of a responsible entity to conduct closure-related activities

**CHARTER SCHOOL AUTHORIZATION** (continued)

- b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
  - (1) The effective date of the closure
  - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
  - (3) The students' districts of residence
  - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
- g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

## CHARTER SCHOOL AUTHORIZATION (continued)

Note: Education Code 47605 requires that petitioners provide to the Governing Board the information listed in items #1-4 below. The Board may require additional information.

As outlined in CSBA's publication Charter Schools: A Guide for Governance Teams, some districts request a school calendar, information regarding transportation arrangements, staff development plans, assurances that the school will provide appropriate services for English language learners and students with disabilities, or any other information that will assist the Board in understanding the proposal. Districts that wish to require additional information in the charter may list those items below.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

Note: Education Code 47605 requires that information on school facilities, listed in item #1 below, must specify where the school intends to locate. Unless otherwise exempted, the school must be located within the geographic boundaries of the chartering district; see section "Location of Charter School" below.

1. The facilities to be used by the school, including where the school intends to locate  
*(cf. 7160 - Charter School Facilities)*
2. The manner in which administrative services of the school are to be provided
3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

### Location of Charter School

Note: Education Code 47605 and 47605.1 establish geographic and site requirements for charter schools. Pursuant to Education Code 47605, a charter school granted by either the County Board of Education or the SBE following initial denial by the district also must locate within the geographic boundaries of the district that denied the petition.

The Attorney General has opined, in 89 Ops.Cal.Atty.Gen. 166 (2006), that online charter schools are subject to the restrictions and conditions placed upon independent study programs, including the requirement that students reside in the charter school's home county or an adjacent county.

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

**CHARTER SCHOOL AUTHORIZATION** (continued)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

(10/13 10/15) 12/17

# CSBA Sample Board Policy

Community Relations

BP 1325(a)

## ADVERTISING AND PROMOTION

Note: The following ~~optional~~ policy addresses the distribution of commercial and noncommercial materials as well as advertising in school-sponsored publications, **on district and school web sites**, and on school facilities **and grounds** by outside/nonschool groups. Student speech, including the distribution of printed materials by students, is addressed in BP/AR 5145.2 - Freedom of Speech/Expression.

The Governing Board establishes this policy to ensure effective and consistent ~~implementation of its directions related to standards for~~ advertisements and promotions by nonschool groups in school-sponsored publications, **on district and school** web sites, and social media, **and grounds**. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 1330 - Use of School Facilities)*

*(cf. 5145.2 - Freedom of Speech/Expression)*

*(cf. 6145.5 - Student Organizations and Equal Access)*

Note: School facilities and school-sponsored publications are public property and are subject to freedom of expression rights granted by the First Amendment to the United States Constitution and Article 1, Section 2 of the California State Constitution. However, because school facilities and school-sponsored publications are generally for school purposes, they are regarded as "nonpublic fora" and the Governing Board **typically** has extensive authority to regulate them. In exercising this authority, the Board may decide not to accept any form of advertising or distribution of materials (nonpublic forum), as stated in Option 1 below, or to accept some advertising and/or distribution of materials, but only from certain groups or on certain topics (limited public forum), as stated in Option 2. ~~In addition, the Board may maintain a "nonpublic forum" for advertising in school publications or on school facilities while designating a "limited public forum" for distribution of materials at district schools or a "nonpublic forum" at its elementary schools and a "limited public forum" at its high schools. It is also possible for the Board to prohibit advertisement by nonschool groups in some types of district forums (Option 1), while allowing nonschool groups to advertise at other forums (Option 2). For example, a K-12 district could decide not to allow any advertisement on its elementary school sites, while allowing advertisements of a nonpolitical and nonreligious nature on its high school campuses. When a districtwide policy would involve adopting both options, the Board must include clarifying statements in the policy to specify when and where each option would apply.~~

Whichever option(s) the district chooses, school officials should ensure that they enforce the policy in a consistent manner, as courts look beyond the district's intent as stated in its policy and look to the actual practice of school officials in determining whether a district facility or publication is a "nonpublic" or "limited public" forum. ~~See {Board of Education of the Westside Community Schools v. Mergens}~~. Because this area of law is complex, it is **strongly recommended** that legal counsel be consulted prior to the adoption of policy in this area.



**ADVERTISING AND PROMOTION** (continued)**Limited Public Forum**

Note: When the Board chooses Option 2, it may adopt **any reasonable** rules ~~that are reasonable~~ to achieve its intended purpose for the forum, as long as the rules do not discriminate against members of the public based on their viewpoints. **It is recommended that districts maintain limits on the scope of the topics and/or groups permitted in order to avoid creating a designated public forum for use by the general public. Districts with questions about how to maintain a limited public forum should consult legal counsel.**

**Items #1-5 below present examples of the types of materials and/or advertising that the district may allow, and should be revised to reflect district practice. See section "Criteria for Approval" below for examples of permissible restrictions on the content of the advertising. In Hills v. Scottsdale Unified School District 48, the Ninth Circuit Court of Appeals held that the district discriminated against the plaintiff on the basis of his religious viewpoint and violated his First Amendment right when the district refused to distribute the plaintiff's brochure for summer camps because it included some religious classes, though it permitted the distribution of similar literature by secular groups.**

The Board desires to promote positive relationships between district schools and the community in order to enhance community **partnerships, support,** and involvement in the schools. The Superintendent or designee may, **consistent with the criteria established in this policy,** approve:

Note: The Board may select any or all of **optional** items #1-5 below to reflect the types of materials and/or advertising that it will allow.

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 6162.8 - Research)*

**ADVERTISING AND PROMOTION** (continued)

2. Distribution of promotional materials of a commercial nature to students or parents/guardians

*(cf. 1700 - Relations Between Private Industry and the Schools)*

3. Paid advertisements on school property, including, but not limited to, advertisements on **school buildings, athletic fields, scoreboards, and** billboards **and scoreboards**
4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media
5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

*(cf. 3290 - Gifts, Grants and Bequests)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

Note: Generally, courts have upheld procedures that place reasonable "time, place, and manner" restrictions on materials to be distributed, as long as the same restrictions **were are** placed on all materials. **See (Henry v. School Board of Colorado Springs)**. ~~The district might want to consider developing p~~ Procedures that limit the "time, place, and manner" of distributions, such as limiting distribution to before or after school hours or creating a central location for the distribution of all materials, **may be developed, but districts should consult** legal counsel ~~should be consulted~~ as appropriate **when creating such restrictions**.

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

Note: ~~The district might also consider requiring~~ **Districts may require** sponsoring entities to include a disclaimer on all materials to be distributed. For example, a disclaimer might state that "this event is not school-sponsored or approved" or that "opinions are not necessarily those of the school district or school personnel." The district should consult legal counsel as appropriate.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

**ADVERTISING AND PROMOTION** (continued)**Criteria for Approval**

Note: The following **optional** section is for use by districts that select Option 2 (limited public forum) above and may be revised to reflect criteria established by the Board.

The Superintendent, principal, or designee shall not accept for distribution, **or allow on school property**, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools

Note: **Optional** item #3 below prohibits the distribution of political materials or political advertising .

3. Promote any particular political interest, candidate, party, or ballot measure.

(*cf. 1160 - Political Processes*)

(*cf. 4119.25/4219.25/4319.25 - Political Activities of Employees*)

Note: ~~In DiLoreto v. Downey Unified School District, the Ninth Circuit Court of Appeals held that a district's refusal to post a paid religious advertisement featuring the Ten Commandments on an athletic field fence reserved for commercial advertising was a reasonable way for the district to avoid being placed on one side of a controversial issue. The court concluded that, as a nonpublic forum, the district had the right to regulate content since it did not open the forum (the fence) to all expressive activities but, in fact, had reserved it for commercial speech. Districts wishing to establish policy dealing with the distribution of religious materials should consult legal counsel.~~ **Districts wishing to establish policy dealing with the distribution of religious materials should consult legal counsel.**

**In Hills v. Scottsdale Unified School District, the Ninth Circuit Court of Appeals held that a district may only reject advertising with religious content if the advertising exceeds the subject matter of the limited forum created by the district. The court held that a district could not reject a camp brochure with religious content since the district had permitted distribution of similar literature by secular groups. To avoid viewpoint discrimination, a district must allow an advertisement on an otherwise permissible topic even if cast from a religious viewpoint.**

**The court explained, however, that a district may reject advertisements that contain "proselytizing language" to the extent that the language exceeds the scope of the district's limited forum. For example, in DiLoreto v. Downey Unified School District, the court held that a district could reject an advertisement that contained a posting of the Ten Commandments where the district had only opened a baseball field fence to commercial advertising. In addition, the court in DiLoreto held that the district had an inherent right to control its property, including the right to close a previously open forum to avoid the appearance of government endorsement of religion.**

**ADVERTISING AND PROMOTION** (continued)

4. ~~Proselytize or position the district on any side of a controversial issue~~ **Contain prayer or proselytizing language**

**5. Position the district on any side of a controversial issue**

*(cf. 6144 - Controversial Issues)*

- 5.6.** Discriminate against, attack, or denigrate any group on account of any unlawful consideration

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

- 6.7.** Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, **non nutritious foods and beverages**, and movies or products unsuitable for children

~~*(cf. 5030 - Student Wellness)*~~

*(cf. 5131.6 - Alcohol and Other Drugs)*

*(cf. 5131.62 - Tobacco)*

**Note: Education Code 49431.9, as added by AB 841 (Ch. 843, Statutes of 2017), prohibits schools, districts, and charter schools that participate in the National School Lunch or Breakfast Program from advertising any food or beverage during the school day, as defined, including on any property or facility owned or leased by the district or school and used for school-related activities, unless the food or beverage meets nutritional standards to be served or sold on the school campus during the school day. Schools and districts are not required to replace durable nonconsumable items, such as scoreboards or team uniforms in use as of January 1, 2018, but must comply with this prohibition as items are replaced or contracts are renegotiated.**

- 8. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)**

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5030 - Student Wellness)*

- 7.9.** Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy

**ADVERTISING AND PROMOTION** (continued)

*(cf. 1321 - Solicitation of Funds from and by Students)*

**8-10.** Distribute unsolicited merchandise for which an ensuing payment is requested

The Superintendent or designee **also** may **also** consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

*(cf. 0000 - Vision)*

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

*Legal Reference: (see next page)*

DRAFT

## ADVERTISING AND PROMOTION (continued)

### Legal Reference:

#### CALIFORNIA CONSTITUTION

Article 1, Section 2 Free speech rights

#### EDUCATION CODE

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-~~38138~~ 38139 Civic Center Act

**49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:**

**49431.9 Advertisement of non-nutritious foods**

#### BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

#### CALIFORNIA CONSTITUTION

Article 1, Section 2 Free speech rights

#### U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

#### UNITED STATES CODE, TITLE 42

**1751-1769j School Lunch Program**

**1773 School Breakfast Program**

#### COURT CASES

Hills v. Scottsdale Unified School District 48, (2003) 329 F.3d 1044

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623-131 F.3d 241

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Bright v. Los Angeles Unified School District, (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 350 450

Lehman v. Shaker Heights, (1974) 418 U.S. 298

### Management Resources:

#### CSBA PUBLICATIONS

School Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

#### WEB SITES

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

(11/01 4/13) 12/17

# CSBA Sample Board Policy

## Business and Noninstructional Operations

BP 3100(a)

### BUDGET

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*

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

*(cf. 0400 - Comprehensive Plans)*

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

*(cf. 3300 - Expenditures and Purchases)*

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

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

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

### Budget Development and Adoption Process

Note: AB 2585 (Ch. 309, Statutes of 2014) amended Education Code 42127 to eliminate the "dual budget" adoption process, whereby the Governing Board could elect to hold a second public hearing and adopt a September 8 budget that would formally replace its July 1 adopted budget. Thus, district budgets for 2015-16 and beyond must be developed in accordance with the "single budget" adoption process.

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

Note: Education Code 42103 and 42127 require the district to hold a public hearing prior to adoption of the budget; see the accompanying administrative regulation for requirements pertaining to the public hearing. A public hearing on the district's local control and accountability plan (LCAP) must occur at the same meeting; see BP 0460 - Local Control and Accountability Plan.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127.

**BUDGET** (continued)

*(cf. 9320 - Meetings and Notices)*

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

*(cf. 9323 - Meeting Conduct)*

The Board shall adopt the district budget on or before July 1 of each year. (Education Code 42127)

At a public meeting **held scheduled** on a date after the public hearing on the budget, the Board shall, **adopt the budget** following its adoption of the LCAP or an annual update to the LCAP, **adopt the budget at the same meeting**. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

Note: Pursuant to Education Code 42126, the district budget must be in a format prescribed by the Superintendent of Public Instruction (SPI). The SPI has established a requirement that districts use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB). The California Department of Education's (CDE) California School Accounting Manual provides guidance regarding coding of revenues and expenditures.

At its discretion, the district may use a different format for communicating the budget to the Board, staff, and public but, according to the CDE, the budget that the Board formally adopts must be in the SACS format.

The budget that is formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

Note: Education Code 42127 requires the district to file the adopted budget with the County Superintendent of Schools as described below. If the district fails to submit a budget by July 1, the County Superintendent will, at district expense, develop a budget by September 15 and transmit that budget to the Board.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file with the County Superintendent of Schools the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

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

Note: Pursuant to Education Code 42127, **as amended by SB 78 (Ch. 19, Statutes of 2015)**, on or before September 15, the County Superintendent must approve, conditionally approve, or disapprove the district's adopted budget. Education Code 42127 requires that this determination be based on a consideration of



**BUDGET** (continued)

whether the district's adopted budget complies with state standards and criteria, will allow the district to meet its current and future financial obligations, satisfies all conditions established by the County Superintendent in the case of a conditionally approved budget, will enable the district to satisfy its multiyear financial commitments, includes the expenditures necessary to implement the LCAP or the annual update to the LCAP, and, when applicable, complies with the requirements pertaining to ending fund balances that exceed the state minimum recommended reserve. Education Code 42127 also requires the County Superintendent to consider other studies, reports, evaluations, or audits that may indicate that the district is in fiscal distress; see the Fiscal Crisis and Management Assistance Team's Fiscal Oversight Guide and BP 3460 - Financial Reports and Accountability.

~~SB 78 amended Education Code 42127 to require the Board to review and respond to the County Superintendent's recommendations by October 8. The County Superintendent must then either approve or disapprove the revised budget by November 8.~~

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to his/her recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**BUDGET** (continued)**Budget Criteria and Standards**

Note: Education Code 33129 requires the district to develop its budget and manage its expenditures in accordance with criteria and standards adopted by the State Board of Education pursuant to Education Code 33127-33128. These criteria and standards, along with certain other required supplemental information, are specified in 5 CCR 15440-15451, which, as amended by Register 2013, No. 49, reflect the requirements of the local control funding formula (LCFF) applicable to district budgets starting in 2014-15.

While 5 CCR 15450 establishes a minimum local reserve balance for economic uncertainties based on the district's average daily attendance (ADA), Education Code 42127.01, as added by SB 858 (Ch. 32, Statutes of 2014), limits the amount of the reserve if certain conditions are met. In a fiscal year immediately after a fiscal year in which the state makes a deposit of any amount into the state Public School System Stabilization Account created by Proposition 2 in November 2014, the reserve balance is limited to two times the minimum recommended reserve for districts with an ADA of 400,000 or less, or three times the minimum recommended reserve for districts with an ADA over 400,000. The County Superintendent may grant an exemption of this requirement for up to two consecutive fiscal years within a three year period to any district that provides documentation of extraordinary fiscal circumstances (e.g., multiyear infrastructure or technology projects) that substantiate the need for a reserve in excess of the limit specified in Education Code 42127.01.

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, he/she shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

Note: The following paragraph is for use by districts that receive supplemental and concentration funding within the **local control funding formula (LCFF)** based on the number and concentration of "unduplicated students" (i.e., students who are eligible for free or reduced-price meals, English learners, and foster youth) pursuant to Education Code 42238.02 and 42238.03. 5 CCR ~~15494-15496, as amended by Register 2015, No. 2,~~ addresses the method of determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year. **Pursuant to 5 CCR 15496, the district's LCAP must include evidence demonstrating how LCFF funding apportioned on the basis of unduplicated students is used to support such students; see AR 0460 - Local Control and Accountability Plan.**

**BUDGET** (continued)

The district budget shall provide for increasing or improving services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students **in accordance with 5 CCR 15496**. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)  
 (cf. 6173.1 - Education for Foster Youth)  
 (cf. 6174 - Education for English Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)  
 (cf. 3110 - Transfer of Funds)

**Fund Balance**

Note: The following section should be revised to reflect district practice. Governmental Accounting Standards Board (GASB) Statement 54 addresses the way fund balances (i.e., the gross differences between assets and liabilities reflected on the balance sheet) in governmental funds are reported in external financial reports. Fund balances must be classified as nonspendable, restricted, committed, assigned, and unassigned in accordance with GASB 54 definitions; also see AR 3460 - Financial Reports and Accountability. Pursuant to GASB 54, the Board has sole authority to specify purposes of funds classified as "committed" and also must express, or delegate the authority to express, intended purposes of resources that result in the "assigned" fund balance. The Board may modify the following section to reflect its fund balance policy or may adopt a formal resolution containing the required components.

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.

Note: For purposes of the committed fund balance, GASB 54 requires that the Board commit funds no later than the end of the reporting period. In New Requirements for Reporting Fund Balance in Governmental Funds, the CDE clarifies that for districts the end of the reporting period is June 30.

**BUDGET** (continued)

3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at his/her discretion.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

Note: Although not required by GASB 54, the Government Finance Officers Association (GFOA) recommends that public agencies adopt a minimum fund balance policy that establishes an appropriate level of unrestricted fund balance that will be maintained in the general fund. The GFOA's Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund describes a variety of factors that should be considered when developing a minimum fund balance policy, such as the predictability of its revenue and volatility of its expenditures, perceived exposure to significant one-time outlays, potential drain upon the general fund from other funds as well as the availability of resources in other funds, liquidity of resources, and portion of unrestricted fund balance already committed or assigned for a specific purpose.

~~Pursuant to Education Code 42127.01, as added by SB 858 (Ch. 32, Statutes of 2014), in any fiscal year following a transfer of funds by the state into the Public School System Stabilization Account, the district cannot have a combined assigned and unassigned ending fund balance that exceeds the amount specified in Education Code 42127.01. In order to prevent Board policy from being outdated in the event that these provisions become effective, the following paragraph expresses Board intent to maintain a sufficient unassigned fund balance, but does not include a specific amount or percentage.~~

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

Note: The GFOA recommends that the minimum fund policy address both the circumstances under which the unrestricted fund balance can be spent down and the procedure for replenishing deficiencies. The district may revise the following **optional** paragraph to specify the rate at which the district will attempt to recover

**BUDGET** (continued)

the fund balance (e.g., the Board shall develop a plan to recover the fund balance at a rate of at least one percent each year).

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

**Long-Term Financial Obligations**

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities

DRAFT

**BUDGET** (continued)

projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - *Collective Bargaining Agreement*)

(cf. 4154/4254/4354 - *Health and Welfare Benefits*)

(cf. 7210 - *Facilities Financing*)

(cf. 9250 - *Remuneration, Reimbursement and Other Benefits*)

Note: The following two **optional** paragraphs are for use by districts that provide "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits to retired employees or Board members) and should be revised to reflect district practice; see BP/AR 4154/4254/4354 - Health and Welfare Benefits and BB 9250 - Remuneration, Reimbursement and Other Benefits. CSBA recommends that districts adopt a specific funding strategy for addressing their OPEB obligations. The district may pay the premiums as they fall due ("pay-as-you-go"), but in such a case the district would then accrue a deficit with respect to future retirees which can be expected to grow as a result of an increasing retiree population and increases in benefit costs. Therefore, it is recommended that the district prefund the debt to the extent possible using a method and level to be determined by the Board. For example, the district may contribute a set amount or percentage of the actuarially determined "annual required contributions" to an irrevocable trust or designated fund each year.

GASB Statement 75, which replaces Statement 45 for fiscal years beginning after June 15, 2017, or sooner at the district's discretion, requires districts that do not provide OPEB through a trust to report the total unfunded liability (i.e., OPEBs that are not prefunded) in the district's financial statements; see AR 3460 - Financial Reports and Accountability.

CSBA's OPEB Solutions Program provides access to qualified actuaries and consultants and a GASB 75-compliant trust to prefund future obligations. See CSBA's web site for further information.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

Note: The following **optional** paragraph is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See AR 3460 - Financial Reports and Accountability for provisions related to reporting the estimated accrued but unfunded cost of workers' compensation claims based on an actuarial report.

**BUDGET** (continued)

When the Superintendent or designee presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, the Board shall disclose, as a separate agenda item at the same meeting, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

**Budget Amendments**

Note: The following section is <b>optional</b> and should be revised to reflect district practice.
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No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

*Legal Reference:***EDUCATION CODE***1240 Duties of county superintendent of schools**33127-33131 Standards and criteria for local budgets and expenditures****41202 Determination of minimum level of education funding****42103 Public hearing on proposed budget; requirements for content of proposed budget**42122-42129 Budget requirements**42130-42134 Financial certifications**42140-42141 Disclosure of fiscal obligations**Legal Reference continued: (see next page)*

**BUDGET** (continued)*Legal Reference: (continued)*EDUCATION CODE (continued)

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

15494-15496 Local control funding formula, expenditures

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCalifornia School Accounting ManualNew Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONSFiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006GOVERNMENT FINANCE OFFICERS ASSOCIATIONBest Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTSStatement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009Statement 34, Basic Financial Statements and Management's Discussion and Analysis—For State and Local Governments, June 1999WEB SITESCSBA: <http://www.csba.org>Association of California School Administrators: <http://www.acsa.org>California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>California Department of Finance: <http://www.dof.ca.gov>Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>Government Finance Officers Association: <http://www.gfoa.org>Governmental Accounting Standards Board: <http://www.gasb.org>School Services of California, Inc.: <http://www.sscal.com>

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# CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3515.7(a)

## FIREARMS ON SCHOOL GROUNDS

**Cautionary Notice:** SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that a person with a concealed weapons license must obtain written permission of the Superintendent or designee in order to possess a firearm and/or ammunition on school grounds. In view of the public interest and safety issues involved, CSBA strongly recommends that the Governing Board adopt a policy either prohibiting or permitting such possession and, if such possession is allowed, establishing conditions and criteria for granting permission to individuals. Because the law now requires an affirmative action on the part of the district to allow or disallow concealed weapons permit holders to possess a firearm and/or ammunition on school grounds, it is possible that district liability could be increased. Thus, in adopting a policy, CSBA recommends that the Board consult with the district's legal counsel and insurance provider and with local law enforcement in order to carefully tailor the following sample policy to reflect the district's local circumstances.

Note: The following **optional** Board policy should be revised to reflect district practice.

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)  
(cf. 3515.2 - Disruptions)  
(cf. 3515.3 - District Police/Security Department)  
(cf. 4158/4258/4358 - Employee Security)  
(cf. 5131.4 - Student Disturbances)  
(cf. 5131.7 - Weapons and Dangerous Instruments)

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 1112 - Media Relations)  
(cf. 1113 - District and School Web Sites)  
(cf. 1114 - District Sponsored Social Media)

Note: Pursuant to Penal Code 626.9 (the Gun Free School Zone Act), the possession of a firearm on school grounds or within 1,000 feet of a school is prohibited, unless the person obtains the written permission of the Superintendent or designee or except by a person who meets one of the exceptions specified in law (e.g., is a law enforcement or honorably retired peace officer, a member of the military force engaged in the performance of his/her duties, a security guard, or participating at a participant in an existing shooting range at a school or in a school-sanctioned shooting sport or activity). Another exception in Penal Code 626.9 allows a person with a valid Carry Concealed Weapon (CCW) license to carry a firearm within 1,000 feet of a school. However, as amended by AB 424 (Ch. 779, Statutes of 2017), Penal Code 626.9

**FIREARMS ON SCHOOL GROUNDS** (continued)

**eliminates the authority of the Superintendent or designee to provide written permission for a person who holds a valid CCW license to possess a firearm on school grounds.**

~~SB 707 (Ch. 766, Statutes of 2015) amended Penal Code 626.9 and 30310 to provide that the exception for a holder of a valid Carry Concealed Weapon (CCW) license applies only to the area within 1,000 feet of a school, not on school grounds. Thus, a holder of a valid CCW license may possess a firearm and/or ammunition on school grounds only if he/she obtains the written permission of the Superintendent or designee.~~

Pursuant to Education Code 35160 and 35161, the Board is authorized to make rules for the governance of the district. Option 1 below reflects the Board's authority to prohibit the Superintendent or designee from permitting any person who is not specifically listed in Penal Code 626.9 or 30310 from carrying a firearm and/or ammunition onto school grounds. Option 2 reflects the Board's authority to allow the Superintendent or designee to grant permission, on a case by case basis, to holders of valid CCWs within the parameters set forth in law.

**Possession of a firearm on or within 1,000 feet of school grounds is prohibited, except under the limited circumstances specified in Penal Code 626.9. Any person specified in Penal Code 626.9(1) (c) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots. (Penal Code 626.9)**

**OPTION 1:**

~~The Superintendent or designee shall not grant permission to any other individual to carry a firearm or ammunition on school grounds.~~

**Note: Education Code 48902 requires the principal or designee to notify law enforcement authorities when any student possesses a firearm or explosive or sells or furnishes a firearm at school. In addition, pursuant to 20 USC 7961, as renumbered by P.L. 114-95, districts are mandated to develop a policy to notify law enforcement whenever a student brings a firearm to school. For policy implementing this mandate, see BP 5131.7 - Weapons and Dangerous Instruments. The following paragraph requires that law enforcement be notified when any person, whether a student or nonstudent, is observed or suspected of possessing a firearm at school.**

**If a district employee observes or suspects that any unauthorized person is in possession of a firearm on or near school grounds or at a school activity, he/she shall immediately notify the principal or designee and law enforcement.**

~~District policy regarding~~ **The prohibition against the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.**

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 1112 - Media Relations)*

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

**FIREARMS ON SCHOOL GROUNDS (continued)**

**[ALL OF OPTION 2 DELETED]**

*Legal Reference:*

EDUCATION CODE

32281 Comprehensive safety plan

~~35160 Powers and duties of the board~~

~~35161 Powers and duties of the board; authority to delegate~~

38001.5 District security officers; requirements if carry firearm

PENAL CODE

626.9 Gun Free School Zone Act

830.32 District police department; district decision to authorize carrying of firearm

16150 Definition of ammunition

16520 Definition of firearm

26150-26225 Concealed weapons permit

30310 Prohibition against ammunition on school grounds

UNITED STATES CODE, TITLE 18

921 Definitions, firearms and ammunition

922 Firearms, unlawful acts

923 Firearm licensing

UNITED STATES CODE, TITLE 20

~~7151~~ **7961** Gun-Free Schools Act; student expulsions for possession of firearm

*Management Resources:*

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3517(a)

## FACILITIES INSPECTION

Note: As part of the Williams litigation settlement, Education Code 17070.75 requires that each school district participating in the **state's** School Facility Program ~~or the Deferred Maintenance Program~~ have a facility inspection system in place for all schools to ensure that school facilities are kept in good repair. Education Code 17002 defines "good repair" to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional as determined pursuant to the Facility Inspection Tool (FIT) developed by the Office of Public School Construction (OPSC) or a local evaluation instrument that uses the same criteria.

~~The information gathered on the FIT is also used to comply with other Williams settlement requirements. Education Code 33126 requires the information to be part of the assessment of school facility conditions on the school accountability report card (SARC); see BP 0510 — School Accountability Report Card. In addition, Education Code 35186 requires districts to establish a complaint procedure relative to the condition of school facilities; see AR/E 1312.4 — Williams Uniform Complaint Procedures.~~

~~The following policy is **optional**.~~

~~The Governing Board recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.~~

~~(cf. 0510 — School Accountability Report Card)~~

~~(cf. 1312.4 — Williams Uniform Complaint Procedures)~~

~~(cf. 3514 — Environmental Safety)~~

Note: Education Code 17002 specifies the conditions that must be evaluated as part of the FIT. Items #1-15 below reflect the broad categories of conditions listed on the FIT.

The Superintendent or designee shall ~~develop a facilities inspection and maintenance program to ensure that~~ **inspect** school facilities ~~to ensure that they~~ are maintained in good repair ~~in accordance with law~~. At a minimum, ~~the program he/she~~ shall **analyze assess** those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, **but not limited to**, the following: (**Education Code 17002, 35292.5**)

1. Gas Leaks: Gas systems and pipes appear **and smell** safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; **appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.**

## FACILITIES INSPECTION (continued)

3. **Windows and Doors/Gates/Fences (interior and exterior):** Conditions that pose a safety and/or security risk are not evident. **Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.**
4. **Fences and Gates:** Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. **Locks and other security hardware function as designed.**
4. 5. **Interior Surfaces (walls, floors, ceilings, walls, and window casings):** Interior surfaces appear to be clean, safe, and functional. **are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.**
5. 6. **Hazardous Materials (interior and exterior):** **Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident.** There does not appear to be evidence of hazardous materials that may pose a threat to **the health and safety of** students or staff.
- (cf. 3514 - Environmental Safety)*
6. 7. **Structural Damage:** **Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components. There does not appear to be structural damage that could create hazardous or uninhabitable conditions.**
7. 8. **Fire Safety and Emergency Equipment:** **The fire equipment and emergency Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.**
8. 9. **Electrical Systems (interior and exterior):** **There is no evidence that any portion of the school has a power failure and eElectrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.**

## FACILITIES INSPECTION (continued)

**10.** **Lighting:** Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.

**9- 11.** **Pest/Vermin Infestation:** ~~Pest or vermin infestation is not evident.~~ **No visible or odorous indicators of pest or vermin infestation are evident.**

**10- 12.** **Drinking Fountains** ~~(inside and outside): Drinking fountains appear to be accessible and functioning as intended.~~ **Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.**

**11- 13.** **Restrooms:** ~~Restrooms appear to be accessible during school hours are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).~~ **Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.**

**Note:** Although not reflected on the FIT, Education Code 35292.6, as added by AB 10 (Ch. 687, Statutes of 2017), requires a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, to stock 50 percent of the school's restrooms with feminine hygiene products for use in connection with the menstrual cycle, and to not charge students for such products. The following paragraph may be revised to reflect the grade levels served by the district.

**In addition, in a school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)**

**12- 14.** **Sewers:** ~~Sewer line stoppage is not evident.~~ **The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.**

**13- 15.** **Roofs** ~~(observed from the ground, inside/outside the building): Roof system appears~~ **Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.**

## FACILITIES INSPECTION (continued)

**16. Drainage:** School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.

**14. 17. Playground/School Grounds:** The playground equipment and school grounds appear to be clean, safe, and functional. Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.

**15. 18. Overall Cleanliness:** School grounds, buildings, common areas, and individual rooms appear to ~~be~~ have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

**Note:** Although the FIT does not specifically require districts to test for the presence of lead in drinking water, soil, and painted surfaces, such testing is recommended by the U.S. Environmental Protection Agency due to the health risks posed by lead exposure, especially for young children. Schools and child care facilities that maintain their own public water systems must test for lead pursuant to the Safe Drinking Water Act (42 USC 300f-300j-27). In addition, Health and Safety Code 116277, as amended by AB 746 (Ch. 746, Statutes of 2017), requires a community water system that serves a school with a building constructed before January 1, 2010 to test for lead in the drinking water system before January 1, 2019. If the school's lead level exceeds specified levels, the district must notify the parents/guardians of students at that school and take immediate steps to shut down all fountains and faucets where excess lead levels may exist. See AR 3514 - Environmental Safety for further information about lead testing and abatement in schools.

**In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.**

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

**An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)**

*(cf. 0510 - School Accountability Report Card)*

**Note:** Education Code 35186 provides that the Williams uniform complaint procedures should be used for any complaint alleging a school facility condition that poses an emergency or urgent threat,

**FACILITIES INSPECTION** (continued)

as defined in Education Code 17592.72, or any complaint that a school restroom is not clean, maintained, or kept open, as defined in Education Code 35292.5. See/E AR 1312/4 - Williams Uniform Complaint Procedures.

**Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.**

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

Note: ~~For schools ranked in deciles 1-3 on the Academic Performance Index,~~ Education Code 1240 requires the County Superintendent of Schools to visit **those low-performing** schools to determine (1) the status of any facility condition that may create an emergency or urgent threat to the health or safety of students or staff and (2) the accuracy of data reported on the **SARC school accountability report card** with respect to the safety, cleanliness, and adequacy of school facilities. Education Code 1240 requires that the County Superintendent provide a quarterly report to the Board on the results of any county office visit. Education Code 1240 provides that, if the County Superintendent determines that a facility condition poses an emergency or urgent threat, he/she may return to the school to verify repairs and/or prepare a report that identifies areas of noncompliance if the district has not provided evidence that the repairs will be made within 30 days or, for major repairs, in a timely manner. The County Superintendent may then present the report to the Board at a public meeting and post the report on the county office's web site.

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

*Legal Reference: (see next page)*



**FACILITIES INSPECTION (continued)**

*Legal Reference:*

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

**35292.5-35292.6 School maintenance**

HEALTH AND SAFETY CODE

**116277 Lead testing in drinking water**

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

UNITED STATES CODE, TITLE 42

**300f-300j-27 Safe Drinking Water Act**

*Management Resources:*

CSBA PUBLICATIONS

**Williams Settlement and the Emergency Repair Program, Policy Brief, January 2008**

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION

PUBLICATIONS

**Facility Inspection Tool: School Facility Conditions Evaluation**

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

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

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

**U.S. Environmental Protection Agency: <http://www.epa.gov>**

(11/06 7/08) 12/17

# CSBA Sample Board Policy

All Personnel

BP 4119.21(a)

4219.21

**PROFESSIONAL STANDARDS**

4319.21

Note: The following **optional** policy should be revised to reflect district practice and/or any related provisions of collective bargaining agreements.

The Governing Board expects district employees to maintain the highest ethical standards, ~~exhibit professional behavior~~ **behave professionally**, follow district policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. ~~Employee conduct should enhance~~ **Employees shall engage in conduct that enhances** the integrity of the district, advances the goals of the district's educational programs, and contributes to a positive school climate.

(cf. 0200 - Goals for the School District)  
(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)  
(cf. 5131 - Conduct)  
(cf. 5137 - Positive School Climate)

Note: The following **optional** paragraph encourages district employees to abide by standards developed by their professional associations. These standards are reproduced at E 4119.21 (certificated personnel), E 4219.21 (classified personnel), and E 4319.21 (administrative and supervisory personnel).

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by educational or professional associations to which they may belong.

(cf. 2111 - Superintendent Governance Standards)  
(cf. 9005 - Governance Standards)

Each employee ~~should make a commitment~~ **is expected** to acquire the knowledge and skills necessary to fulfill his/her responsibilities and ~~should focus on his/her contribution~~ **to contribute** to the learning and achievement of district students.

(cf. 4112.2 - Certification)  
(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

## **Inappropriate Conduct**

Inappropriate employee conduct includes, but is not limited to:

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon

**PROFESSIONAL STANDARDS** (continued)

*(cf. 0450 - Comprehensive Safety Plan)*

***(cf. 3515.7 - Firearms on School Grounds)***

*(cf. 4158/4258/4358 - Employee Security)*

Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires school personnel who witness acts of discrimination, harassment, intimidation, and bullying based on specified characteristics to take immediate steps to intervene when safe to do so; see BP 5145.3 - Nondiscrimination/Harassment.

2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed

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

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child
4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student
5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time
6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members
7. Willfully disrupting district or school operations by loud or unreasonable noise or other action

***(cf. 3515.2 - Disruptions)***

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace, **on district property**, or at a school-sponsored activity

*(cf. 3513.3 - Tobacco-Free Schools)*

**PROFESSIONAL STANDARDS** (continued)

**(cf. 3513.4 - Drug and Alcohol Free Schools)**

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

9. **Being dishonest** with students, parents/guardians, staff, or members of the public, including, but not limited to, **falsification of falsifying** information in employment records or other school records

10. Divulging confidential information about students, district employees, or district operations to persons **or entities** not authorized to receive the information

(cf. 3580 - District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

11. Using district equipment or other district resources for the employee's own commercial purposes or for political activities

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

12. Using district equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity

Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of district technological resources at any time without the employee's consent.

(cf. 4040 - Employee Use of Technology)

13. Causing damage to or engaging in theft of property belonging to students, staff, or the district

14. Wearing inappropriate attire

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

## PROFESSIONAL STANDARDS (continued)

### Reports of Misconduct

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

Note: Discipline of employees is a subject of collective bargaining. For information about the range of disciplinary actions that may be taken, see BP/AR 4118 - Dismissal/Suspension/Disciplinary Action, and AR 4218 - Dismissal/Suspension/Disciplinary Action.

Education Code 44242.5 and 5 CCR 80303 require that, when the status of a certificated employee changes as a result of alleged misconduct, the Superintendent is required to notify the Commission on Teacher Credentialing (CTC) when the status of a certificated employee changes as a result of alleged misconduct. Although "alleged misconduct" is not defined in the law, the CTC states that conduct affecting classroom safety, student safety, or the integrity of the school environment is the type of misconduct that must be reported. See AR 4117.7/4317.7 - Employment Status Reports.

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

*(cf. 4117.7/4317.7 - Employment Status Reports)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The district prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

**PROFESSIONAL STANDARDS (continued)**

**Notifications**

**Note: Beginning January 1, 2018, Education Code 44050, as added by AB 500 (Ch. 580, Statutes of 2017), requires districts maintaining an employee code of conduct that addresses employee interactions with students to post the section(s) on employee-student interactions in a publicly accessible manner on each school's web site, or the district web site if a school does not maintain one. Beginning July 1, 2018, at the beginning of each school year, the district must also provide parents/guardians with written copies of the sections of the employee code of conduct that address employee interactions with students. The applicable sections of the code of conduct may appear in a variety of district documents, including, but not limited to, portions of this Board policy, employee handbooks, and/or the code of conduct adopted by the district for use by certificated, classified, or administrative personnel as presented in the accompanying Exhibits.**

**The section(s) of the district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)**

*(cf. 1113 - District and School Web Sites)*  
*(cf. 5145.6 - Parental Notifications)*

*Legal Reference: (see next page)*

**PROFESSIONAL STANDARDS (continued)**

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination

**44050 Employee code of conduct; interaction with students**

44242.5 Reports and review of alleged misconduct

48980 Parental notifications

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for alleged misconduct

80331-80338 Rules of conduct for professional educators

*Management Resources:*

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

**California Professional Standards for Educational Leaders, February 2014**

California Standards for the Teaching Profession, 2009

**California Professional Standards for Educational Leaders, February 2014**

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

**Educational Leadership Policy Standards: ISLLC 2008, 2008**

**Professional Standards for Educational Leaders, 2015**

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WESTED PUBLICATIONS

**Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003**

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

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

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

WestEd: <http://www.wested.org>

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# CSBA Sample Administrative Regulation

All Personnel

AR 4144(a)

4244

COMPLAINTS

4344

Note: The following administrative regulation is **optional**. Government Code 53296-53299 grant district employees and job applicants the right to file a "whistleblower" complaint regarding issues specified below. Pursuant to Education Code 44112-44113, the district is prohibited from retaliating against, or otherwise interfering with, an employee for exercising his/her right to file such a complaint. See BP 4119.1/4219.1/4319.1 - Civil and Legal Rights.

Except as specified below, the following **The** procedure **specified in this administrative regulation** shall be used **for to investigate and resolve** any complaint by an employee alleging misapplication of the district's policies, regulations, rules, or procedures or for "whistleblower" complaints by an employee or job applicant regarding an improper district activity including, but not limited to, an allegation of gross mismanagement, a significant waste of funds, an abuse of authority, or a specific danger to public health or safety.

*(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)*

~~Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure for complaints regarding discrimination in employment.~~

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

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

~~*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*~~

~~Complaints regarding unlawful discrimination in district programs or the district's failure to comply with state or federal laws regarding educational programs shall be resolved in accordance with the district's Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, **or** an urgent or emergency facility condition, or the failure to provide intensive instruction to students who did not pass the high school exit examination by the end of grade 12 shall be resolved in accordance with the district's Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)~~

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

~~*(cf. 1312.4 - Williams Uniform Complaint Procedures)*~~

~~For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.~~

Note: Any of the timelines in the following procedure may be modified to reflect district practice.



## COMPLAINTS (continued)

Any of the time limits specified in **this the following** procedure may be extended by written agreement between the district and complainant.

Note: Any of the timelines in the following procedure may be modified to reflect district practice.

### Step 1: Informal Complaint Process

Prior to instituting a formal, written complaint, the employee shall first discuss the issue with his/her supervisor or the principal of the school where the alleged act took place. Formal complaint procedures shall not be initiated until the employee has first attempted to resolve the complaint informally.

### Step 2: Site Level Formal Complaint Process

Note: Pursuant to Government Code 53297, an employee has the right to file a "whistleblower" complaint within 60 days of the date of the act or event that is the subject of the complaint. The following paragraph establishes a 60-day limit for all complaints filed pursuant to this procedure. Districts that **want choose** to create a separate timeline for complaints not covered by Government Code 53297 (non-whistleblower complaints) should modify the following section accordingly.

If a complaint has not been satisfactorily resolved through the informal process in Step 1, the complainant may file a written complaint with his/her immediate supervisor or principal within 60 days of the act or event which is the subject of the complaint. If an employee fails to file a written complaint within 60 days, the complaint shall be considered **settled resolved** on the basis of the **answer given at the** preceding step.

In the written complaint, the employee shall specify the nature of the problem, including names, dates, locations, witnesses, the remedy sought by the employee, and a description of informal efforts to resolve the issue.

Within 10 working days of receiving the complaint, the immediate supervisor or principal shall conduct any necessary investigation and meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

### Step 3: District Level Appeal

If a complaint has not been satisfactorily resolved at Step 2, the complainant may file the written complaint with the Superintendent or designee within five working days of receiving the written response from the immediate supervisor or the principal. The complainant shall include all information presented to the immediate supervisor or principal at Step 2.

## COMPLAINTS (continued)

Within 10 working days of receiving the complaint, the Superintendent or designee shall conduct any necessary investigation, including reviewing the investigation and written response by the immediate supervisor or principal at Step 2, and shall meet with the complainant in an effort to resolve the complaint. Within five working days after the meeting, he/she shall prepare and send a written response to the complainant.

### Step 4: Appeal to the Governing Board

If a complaint has not been satisfactorily resolved at Step 3, the complainant may file a written appeal to the Board within five working days of receiving the Superintendent or designee's response. All information presented at Steps 1, 2, and 3 shall be included with the appeal, and the Superintendent or designee shall submit to the Board a written report describing attempts to resolve the complaint and the district's response.

Note: Government Code 54957 authorizes the Board to meet in closed session regarding certain personnel matters. However, when the Board is discussing specific "complaints or charges" against an employee, that employee must be given at least 24-hour written notice of the meeting and he/she may request the matter be heard in open session. See BB 9321 - Closed Session Purposes and Agendas.

The Board may uphold the findings by the Superintendent or designee without hearing the complaint or the Board may hear the complaint at a regular or special Board meeting. The hearing shall be held in closed session if the complaint relates to matters that may be addressed in closed session in accordance with law.

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

The Board shall make its decision within 30 days of the hearing and shall send its decision to all concerned parties. The Board's decision shall be final.

### Alternate Procedures

Complaints alleging unlawful discrimination on any basis specified in the district's nondiscrimination policies, including complaints of sexual harassment, shall be resolved in accordance with the district's procedure for ~~complaints regarding discrimination in employment~~ **in BP/AR 4030 - Nondiscrimination in Employment.**

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

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

Complaints regarding unlawful discrimination in district programs or the district's failure to

**COMPLAINTS** (continued)

comply with state or federal laws regarding educational programs shall be resolved in accordance with ~~the district's~~ **BP/AR 1312.3** - Uniform Complaint Procedures. Complaints regarding sufficiency of textbook materials, teacher vacancy or misassignment, **or** an urgent or emergency facility condition, ~~or the failure to provide intensive instruction to students who did not pass the high school exit examination by the end of grade 12~~ shall be resolved in accordance with ~~the district's~~ **AR 1312.4** - Williams Uniform Complaint Procedures. (Education Code 35186; 5 CCR 4621)

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

For complaints regarding working conditions or other subjects of negotiation, the employee shall use the grievance procedure specified in the applicable collective bargaining agreement.

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# CSBA Sample Board Policy

Classified Personnel

BP 4200(a)

## CLASSIFIED PERSONNEL

Note: **The following Board policy may be revised for consistency with district collective bargaining agreements and, for districts that have incorporated the merit system pursuant to Education Code 45220-45320, with Merit system districts should consult** the rules and regulations of the personnel commission ~~in order to ensure consistency of Board policies with those rules and regulations.~~

The Governing Board ~~shall fill each of its classified positions with qualified persons, consistent with position requirements. The primary role of~~ **recognizes that** classified personnel ~~is to provide~~ **essential** services that support and enhance the district's educational program. **The Board shall fill each of its classified positions with qualified persons, consistent with position requirements.**

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

*(cf. 4211 - Recruitment and Selection)*

~~Each classified staff member shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with collective bargaining agreements.~~

~~*(cf. 4215 - Evaluation/Supervision)*~~

### **Classification of Employees**

Note: **The following paragraphs reflect requirements of Education Code 45103-45104 and are for use by non-merit system districts. In merit system districts, classification of positions is a responsibility of the personnel commission pursuant to Education Code 45256.**

The Board shall classify all employees and positions not requiring certification qualifications as the classified service, except for those employees and positions specifically exempt from classified service. (Education Code 45103)

Individuals who possess certification qualifications shall not be prohibited from being employed in a classified position. (Education Code 45104)

*(cf. 4211 - Recruitment and Selection)*

*(cf. 4212 - Appointment and Conditions of Employment)*

Note: **AB 2849 (Ch. 1100, Statutes of 2002) amended Education Code 45103 to require the classification of "short term" employees as follows:**

**CLASSIFIED PERSONNEL** (continued)

~~Before employing a short term classified employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond 75 percent of the school year, as defined. (Education Code 45103)~~

Each **classified** position shall have a designated title and regular minimum number of assigned hours per day, days per week, and months per year. ~~A job description shall be established for each position.~~

**Assignment**

Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

Each classified ~~staff member~~ **employee** shall be held accountable for duties assigned to him/her and shall undergo regular performance evaluations in accordance with collective bargaining agreements.

*(cf. 4215 - Evaluation/Supervision)*

**Substitute and Short-Term Employees**

**The district may employ a substitute employee to replace a classified employee who is temporarily absent from duty. (Education Code 45103)**

**If the district is in the process of hiring a permanent employee to fill a classified position, the Board may fill the vacancy with one or more substitute employees for no more than 60 calendar days, unless the applicable collective bargaining agreement provides for a different period of time. (Education Code 45103)**

**Note: Pursuant to Education Code 45103, the district may employ short-term employees for no more than 75 percent of the school year. As defined in Education Code 45103, 75 percent of the school year is 195 work days, which is equivalent to 75 percent of the number of work days in a full calendar year.**

**The district may employ a short-term employee to perform a service for the district when that service or similar services will not be extended or needed on a continuing basis.** Before employing a short-term ~~classified~~ employee, the Board, at a regularly scheduled meeting, shall specify the service required to be performed by the employee and

**CLASSIFIED PERSONNEL** (continued)

shall certify the ending date of the service. The Board may shorten or extend the ending date, but the date shall not be extended beyond ~~75 percent of the school year, as defined~~ **195 work days per year, including holidays, sick leave, vacation, and other leaves of absence, irrespective of the number of hours worked per day.** (Education Code 45103)

*Legal Reference:*

EDUCATION CODE

45100-45139 *Employment of classified staff*

45160-45169 *Salaries and differential compensation*

45190-45210 *Resignation and leaves of absence*

45220-45320 *Merit system*

49406 *Examination for tuberculosis*

51760-51769.5 *Work experience education*

*Management Resources:*

WEB SITES

*California School Employees Association: <http://www.csea.com>*

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# CSBA Sample Administrative Regulation

Classified Personnel

AR 4200(a)

## CLASSIFIED PERSONNEL

### Exemption from Classified Service

Note: Education Code provisions related to exemption from the classified service vary depending on whether or not the district has incorporated the merit system pursuant to Education Code 45220-45320. The district should select the appropriate option below.

#### Districts Not Incorporating the Merit System

Note: Pursuant to Education Code 45103, all positions not requiring certification qualifications are part of the classified service, unless specifically exempted by law. AB 670 (Ch. 582, Statutes of 2017) amended Education Code 45103 to eliminate the exemption for part-time playground positions, thereby making such positions a part of the classified service.

Individuals hired solely for the following purposes are exempt from the classified service: (Education Code 45103)

1. Substitute or short-term employees, as defined, who are employed and paid for less fewer than 75 percent of the school year 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day

*Substitute employee* means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.

*Short term employee* means any person who is employed to perform a service for the district, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

*Seventy five percent of the school year* means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of the number of hours worked per day.

Note: As amended by AB 2849 (Ch. 1100, Statutes of 2002), Education Code 45103 provides that part time playground employees are exempt from classified service only when they are not otherwise employed in classified positions at the district. Pursuant to non codified Section 4 of AB 2849, effective January 1, 2003, districts may not reduce the hours or terminate a part-time playground position as a result of this legislation.

**CLASSIFIED PERSONNEL** (continued)

~~2. Part-time playground positions (noon duty aides), when the employees are not otherwise employed in classified positions in the district~~

**3. 2.** Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment

**4. 3.** Full-time students employed part time

**5. 4.** Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district, and which is financed by state or federal funds

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**CLASSIFIED PERSONNEL** (continued)

Note: The following paragraph is for use by all districts. Pursuant to Education Code 45106, persons hired solely for purposes which are exempted from the classified service ~~still~~ are subject to the requirements of Education Code 45122-45125 and 49406 as described below. Education Code 45106 **mandates** the **Governing** Board, by rule or regulation, to provide for the implementation of this law.

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*  
*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*  
*(cf. 4212 - Appointment and Conditions of Employment)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

**Restricted Positions**

Note: The following ~~optional paragraph~~ **section** is for use by **either merit system or non-merit system** districts that have established "restricted" positions, **pursuant to Education Code 45105 or 45108**, which are available only to persons in low-income groups or residing in specific areas of the community.

Persons employed in restricted positions shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. They shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service, and only upon the subsequent satisfactory completion of the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

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# CSBA Sample Board Policy

Students

BP 5144(a)

## DISCIPLINE

Note: The following policy is **optional**. Pursuant to Education Code 52060-52077, as added by AB 97 (Ch. 47, Statutes of 2013), the Governing Board is required to adopt, ~~for the district and each school under its jurisdiction,~~ a local control and accountability plan (LCAP) that includes a description of the specific actions that the district intends to take in order to achieve its annual goals in specific priority areas, including student engagement and school climate. See BP/AR 0460 - Local Control and Accountability Plan.

Since a district's ability to meet its goals around these priorities is impacted by its student discipline policies and practices, the Board must be careful to enact rules that are effective in maintaining safety and order on campus and in correcting student misbehavior without unnecessarily excluding students from school or participation in instruction. ~~Education Code 48900~~ **State law** specifies behaviors for which a student may be suspended and/or recommended for expulsion (see BP/AR 5144.1 - Suspension and Expulsion/Due Process) and authorizes the use of age-appropriate alternatives designed to address a student's specific misbehavior, including those listed in Education Code 48900.5 and 48900.6.

In addition, the U.S. Department of Justice's Civil Rights Division and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, state that studies have suggested a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance, diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehavior.

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

***(cf. 5113.1 - Chronic Absence and Truancy)***

*(cf. 5131 - Conduct)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

*(cf. 6020 - Parent Involvement)*

The Superintendent or designee shall ~~design a complement of~~ **develop** effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed

**DISCIPLINE** (continued)

supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 6164.2 - Guidance/Counseling Services)*

In addition, the Superintendent or designee's strategies **for correcting student misconduct** shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures ~~as a means for correcting student misbehavior.~~

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required **or permitted** by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

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

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

*(cf. 6164.5 - Student Success Teams)*

**Note: Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must ensure that any discipline imposed on a student does not result in the denial or delay of a nutritionally adequate meal. The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773), or any district in which there is a school required to serve a free or reduced-price meal during the school day pursuant to Education Code 49550.**

**School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)**

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

*(cf. 3553 - Free and Reduced Price Meals)*

**Note:** The following **optional** paragraph may be revised to reflect district practice. According to Public Counsel's model policy issued as part of the Fix School Discipline Project, a discipline matrix that lists violations and consequences could be a useful guide to school site administrators with regard to when suspension or expulsion referrals should be utilized.

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

**DISCIPLINE** (continued)

Note: Education Code 35291.5 authorizes, but does not require, school sites to adopt rules and procedures for student discipline. Pursuant to Education Code 32282, any adopted site-level discipline rules must be included in the comprehensive safety plan; see BP/AR 0450 - Comprehensive Safety Plan. The following paragraph is **optional**.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code **32282**, 35291.5, ~~32282~~)

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 9320 - Meetings and Notices)*

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

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

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Note: Pursuant to Education Code 52060, **as added by AB 97 (Ch. 47, Statutes of 2013)**, the district must annually adopt an LCAP that includes a description of district goals for improving school climate, as provided in the following paragraph.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

**DISCIPLINE** (continued)

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3100 - Budget)*

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

*Legal Reference: (see next page)*

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**DISCIPLINE** (continued)

*Legal Reference:*

EDUCATION CODE

32280-32288 *School safety plans*

35146 *Closed sessions*

35291 *Rules*

35291.5-35291.7 *School-adopted discipline rules*

37223 *Weekend classes*

44807.5 *Restriction from recess*

48900-48926 *Suspension and expulsion*

48980-48985 *Notification of parent/guardian*

49330-49335 *Injurious objects*

**49550-49562 *Meals for needy students***

52060-52077 *Local control and accountability plan*

CIVIL CODE

1714.1 *Parental liability for child's misconduct*

CODE OF REGULATIONS, TITLE 5

307 *Participation in school activities until departure of bus*

353 *Detention after school*

**UNITED STATES CODE, TITLE 42**

**1751-1769j *School Lunch Program***

**1773 *School Breakfast Program***

*Management Resources:*

CSBA PUBLICATIONS

*Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014*

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

*Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009*

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

*Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000*

STATE BOARD OF EDUCATION POLICIES

*01-02 School Safety, Discipline, and Attendance, March 2001*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014*

WEB SITES

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

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

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

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# CSBA Sample

## Board Policy

Students

BP 5144.1(a)

### SUSPENSION AND EXPULSION/DUE PROCESS

Note: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. **In addition,** Education Code 48918 **mandates** the setting of rules and regulations for student expulsion as specified in this Board policy and the accompanying administrative regulation.

While recognizing that suspension or expulsion of students is sometimes necessary, legislative, administrative, regulatory, civic, and educational leaders are united in the belief that instructional time should be used for student learning purposes and that school discipline should be imposed in a way that, as much as possible, **would does** not exclude students from school or limit their ability or opportunity to learn. **In addition, According to** the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, **state that** studies **have suggested suggest** a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance and diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehaviors.

Pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless **the student has been subjected to** other means of correction **which** have failed to bring about proper conduct. Such other means of correction include, but are not limited to, conferences between school personnel and the student and his/her parents/guardians; use of study, guidance, or other intervention teams to develop a plan to address the behavior in partnership with the student; and participation in a restorative justice program. **For further information about specific disciplinary strategies, including alternatives to class or school removals, see BP/AR 5144 - Discipline.** Education Code 48900.5 **also** authorizes a district to document in a student's records the alternative means of correction used to address the student's behavior. **Furthermore, when a student is being suspended by the Superintendent, principal, or designee, Education Code 48911, as amended by AB 667 (Ch. 445, Statutes of 2017), requires that the student be informed, during the informal conference that precedes the suspension, of the other means of correction that were attempted before the suspension.**

~~The need to implement means of correction other than suspension and expulsion is underscored by Education Code 52060-52077, which require districts to adopt and annually update a local control and accountability plan (LCAP) including descriptions of the district's and each school's goals for improving student engagement and school climate, as measured by rates of student absenteeism, suspension and expulsion, and other relevant measures identified by the Board.~~

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

*(cf. 5131.2 - Bullying)*

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Note: Pursuant to Education Code 48900(s), a student may be subject to discipline only when the violation is related to a school activity or school attendance as specified below. A student may also be disciplined for violations committed away from school if it is related to a school activity or to school attendance. For example, Education Code 48900 defines bullying by means of an electronic act as including an act that originates off campus; see the accompanying administrative regulation and BP/AR 5131.2 - Bullying. Another example is the hostile school environment which a victim may suffer from sexual harassment that occurs off campus; see BP/AR 5145.7 - Sexual Harassment.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

*(cf. 5112.5 - Open/Closed Campus)*

4. During, going to, or coming from a school-sponsored activity

Note: The following paragraph addresses the problem of unlawful discrimination in the administration of student discipline. In their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, the DOJ and OCR noted that, based on the civil rights data collection conducted by OCR, students of certain racial or ethnic groups tended to be disciplined more, and sometimes more harshly, than their similarly situated peers in violation of federal nondiscrimination laws. The letter warned that any district determined to have engaged in unlawful discrimination could be subject to OCR investigation and significant remedial action.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

**Appropriate Use of Suspension Authority**

Note: Education Code 48900.5 requires districts to use other means of correction instead of suspension or expulsion except when a student commits certain enumerated offenses. The following section reflects legislative intent regarding appropriate use of suspension as a means of disciplining students and may be modified to reflect district practice.



**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)  
 (cf. 5138 - Conflict Resolution/Peer Mediation)  
 (cf. 5144 - Discipline)  
 (cf. 6142.4 - Service Learning/Community Service Classes)  
 (cf. 6164.2 - Guidance/Counseling Services)  
 (cf. 6164.5 - Student Success Teams)

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

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

Note: Education Code 48900(k), as amended by AB 420 (Ch. 660, Statutes of 2014), prohibits a district from suspending students in grades K-3 for disruption or willful defiance. As amended, Education Code 48900(k) and authorizes, but does not require, a district to suspend students in grades 4-12 for disruption or willful defiance. Even with this authority, districts should be careful in using these grounds, as available data have indicated a disproportionate use with certain student subgroups. Option 1 below is for use by any district that chooses to suspend students in grades 4-12 for disruption and/or willful defiance as authorized pursuant to Education Code 48900(k). Any district that chooses to eliminate disruption and willful defiance as reasons for suspending any of its students from school should select Option 2 below. Such districts should also delete the first paragraph in the section titled "Additional Grounds for Suspension and Expulsion: Grades 4-12," in the accompanying administrative regulation.

Each option below reflects an exception granted to teachers pursuant to Education Code 48910 to suspend students, including a K-3 student, from class; see section "Suspension from Class by a Teacher" in the accompanying administrative regulation.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Note: The following **optional** paragraph reflects the Legislature's intent, expressed in Education Code 48900, concerning disciplinary actions against truant, tardy, or absent students. Since these are not enumerated offenses, a district does not have the authority to suspend or expel students for committing any of these acts.

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

## SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

### On-Campus Suspension

Note: As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger to anyone at school and who have not been recommended for expulsion, as specified below. Education Code 48911.2 states that, if the number of students suspended during the prior year exceeds 30 percent of the school's enrollment, the district should consider implementing this program and/or another program of on-campus progressive discipline program. However, Education Code 48900.5 requires a district to try other means of correction and document that those means have failed to bring about proper conduct before imposing a supervised suspension.

The following **optional** section is for use by districts implementing a supervised suspension classroom program. Such districts may continue to claim funding apportionments for students so assigned, provided they meet specific criteria which are set forth under "Supervised Suspension Classroom" in the accompanying administrative regulation. A district does not receive funding for off-campus suspensions.

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

### Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in **a public an open session of a Board meeting.**

Note: Pursuant to Education Code 48917, the Board may decide to suspend the enforcement of an order for expulsion as long as a student satisfies specific conditions. See the accompanying administrative regulation for criteria. In addition, the Attorney General opined in 80 Ops.Cal.Atty.Gen. 85 (1997) that the enforcement of an expulsion order may be suspended even in those cases where the student has committed an offense for which expulsion is required by law. Legal counsel should be consulted as appropriate.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

~~Note: Education Code 48900(k), as amended by AB 420 (Ch. 660, Statutes of 2014), prohibits a district from expelling any student for disruption or willful defiance.~~

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

**Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

*(cf. 5119 - Students Expelled from Other Districts)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

**Maintenance and Monitoring of Outcome Data**

Note: Pursuant to Education Code 48900.8 and 48916.1, the district is required to maintain data related to suspensions and expulsions and to report such data to the Superintendent of Public Instruction. **In addition, pursuant to Education Code 52060, a district is required to address school climate in its LCAP, by including an assessment of baseline data regarding suspension and expulsion rates by student subgroups and schools and setting goals for improving those rates and other related factors. The DOJ and OCR, in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, recommend that districts maintain disaggregated discipline information to ensure transparency and facilitate community discussion.**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

**Note: Pursuant to Education Code 52060, districts are required to address school climate in the local control and accountability plan, as measured by student suspension and expulsion rates and other local measures for each school and each numerically significant student subgroup. As defined in Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students.**

~~The report shall be disaggregated~~ **In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions** by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, **students with disabilities, foster youth, and students with disabilities homeless students.** **Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine** whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

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

*Legal Reference: (see next page)*

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Legal Reference:*

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

**52052 Numerically significant student subgroups**

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

*Legal Reference continued: (see next page)*

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Legal Reference: (continued)*

PENAL CODE (continued)

- 261 Rape defined
- 266c Unlawful sexual intercourse
- 286 Sodomy defined
- 288 Lewd or lascivious acts with child under age 14
- 288a Oral copulation
- 289 Penetration of genital or anal openings
- 417.27 Laser pointers
- 422.55 Hate crime defined
- 422.6 Interference with exercise of civil rights
- 422.7 Aggravating factors for punishment
- 422.75 Enhanced penalties for hate crimes
- 626.2 Entry upon campus after written notice of suspension or dismissal without permission
- 626.9 Gun-Free School Zone Act of 1995
- 626.10 Dirks, daggers, knives, razors, or stun guns
- 868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

- 729.6 Counseling

UNITED STATES CODE, TITLE 18

- 921 Definitions, firearm

UNITED STATES CODE, TITLE 20

- 1415(K) Placement in alternative educational setting

- 7151 7961** Gun-free schools

UNITED STATES CODE, TITLE 42

- 11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

*Management Resources: (see next page)*

**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

*Management Resources:*

CSBA PUBLICATIONS

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014*

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and ~~Drug-Free Schools~~ **Healthy Students:**

<http://www.ed.gov/about/offices/list/osdfs> <https://www2.ed.gov/about/offices/list/ose/osh>

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(4/14 12/14) 12/17

# CSBA Sample Administrative Regulation

Students

AR 5144.1(a)

## SUSPENSION AND EXPULSION/DUE PROCESS

Note: CSBA recommends that this administrative regulation be approved by the Governing Board, regardless of district practice.

Education Code 35291 requires the Board to adopt rules and regulations, which are not inconsistent with law or rules adopted by the State Board of Education, for the government and discipline of the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 **mandate** that districts adopt rules concerning the due process rights of students in expulsion situations, and Education Code 48916 **mandates** procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.

The acts for which students may be suspended or expelled are specified in law and in the sections below titled "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12." The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

### Definitions

*Suspension* means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

*Expulsion* means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

### Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)



## SUSPENSION AND EXPULSION/DUE PROCESS (continued)

*(cf. 5144 - Discipline)*

*(cf. 5145.6 - Parental Notifications)*

### Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

Note: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in item #12 below. See BP 5131.7 - Weapons and Dangerous Instruments.

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, 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 (Education Code 48900(b))

*(cf. 5131 - Conduct)*

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

3. Unlawfully possessed, used, sold, 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 (Education Code 48900(c))

***(cf. 3513.4 - Drug and Alcohol Free Schools)***

*(cf. 5131.6 - Alcohol and Other Drugs)*

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

- any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
  6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
  7. Stole or attempted to steal school property or private property (Education Code 48900(g))
  8. 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, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))
- (*cf. 5131.62 - Tobacco*)
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
  10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
  11. Knowingly received stolen school property or private property (Education Code 48900(l))
  12. Possessed an imitation firearm (Education Code 48900(m))
- Imitation firearm* means 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. (Education Code 48900(m))
13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
  14. 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

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

- being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

*Hazing* means a method of initiation or pre-initiation into a student 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 student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

Note: Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act," which is directed toward a student and which would have serious detrimental consequences upon a reasonable student. Pursuant to Education Code 48900, a student may be disciplined for bullying by means of **an** electronic act even when the act originated off campus. See also BP 5131.2 - Bullying.

17. Engaged in an act of bullying (Education Code 48900(r))

*Bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Note: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation committed by a student at any grade level, as set forth in Education Code 48900.2, 48900.3, or 48900.4, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may be disciplined for the "bullying" but not for the underlying act of sexual harassment, hate violence, or harassment, threat, or intimidation as specified below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12."

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

## SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Note: AB 2536 (Ch. 419, Statutes of 2016) amended Education Code 48900(r) to include an act of cyber sexual bullying, as defined, as an act of bullying for which a student may be suspended or expelled from school.

**Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. 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.**

*Electronic act* means the creation or transmission of a communication originated on or off the school site 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: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. ~~, or A post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, including, but is not limited to, the posting to or creation of creating a burn page or the creation of creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))~~

*Reasonable student* means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

Note: Education Code 48900(t) allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. The term "aiding or abetting," is a complex legal term and requires that, at the time he/she committed the crime, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, legal counsel should be consulted as appropriate.

Pursuant to Education Code 48900(t), if the any student who aids or abets a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury, he/she is subject to suspension or expulsion as provided in item #1 above.

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

*A terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$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. (Education Code 48900.7)

**Additional Grounds for Suspension and Expulsion: Grades 4-12**

Note: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

~~Education Code 48900, as amended by AB 420 (Ch. 667, Statutes of 2014), prohibits the use of disruption and/or willful defiance as reasons for expelling any student. As amended, Education Code 48900 also restricts their use as a basis for suspending students in grades 4-12 from school.~~ Pursuant to Education Code 48900(k), except as otherwise provided in Education Code 48910, students in grades K-3 must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades 4-12 based on these grounds, a district may choose, consistent with Option 2 in the accompanying Board policy, to prohibit the use of these reasons for suspending its students. Any district that chooses to do so should delete the following paragraph.

**None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910.**

Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

Note: As discussed in item #17 of "Grounds for Suspension and Expulsion: Grades K-12" above, although Education Code 48900(r) defines bullying to include acts involving items #1-3 below, **Education Code 48900.2-48900.4 provide that** only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment. The interplay between "bullying" and items #1-3 can raise complex legal issues. Districts should consult legal counsel as appropriate.

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

*Sexual harassment* means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - *Sexual Harassment*)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

*Hate violence* means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - *Hate-Motivated Behavior*)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - *Nondiscrimination/Harassment*)

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)**Suspension from Class by a Teacher**

Note: The following section is **optional** and may be revised to reflect district practice. While Education Code 48900(k) ~~as amended by AB 420 (Ch. 660, Statutes of 2014)~~ prohibits a district from suspending students in grades K-3 for disruption or willful defiance, it still allows for a teacher to suspend a K-3 student on these grounds.

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

**Suspension by Superintendent, Principal or Principal's Designee**

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

Note: Education Code 48900.5 limits situations warranting suspension for a first offense to when the violation involves Education Code 48900(a)-(e) or the student's presence causes a danger to persons.

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

Note: Pursuant to Education Code 48900 and 48915, except for certain egregious acts or offenses for which suspension is permissible or mandatory, as specified above pursuant to Education Code 48915(a) or (c), the Superintendent or principal is authorized to use his/her discretion to provide an alternative, age-appropriate disciplinary measure that is tailored to correct a student's specific misbehavior. In addition, the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, recommend that effective alternatives to suspension and expulsion be implemented for correcting student misbehavior. For a list of appropriate alternatives, see AR 5144 - Discipline.

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct ~~in~~ the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain ~~them~~ the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

**Length of Suspension**

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an



**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

*(cf. 6184 - Continuation Education)*

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

**Due Process Procedures for Suspension**

Suspensions shall be imposed in accordance with the following procedures:

**Note: Pursuant to Education Code 48911, before a student is suspended by the Superintendent, principal, or designee, an informal conference must be held with the student and, when practicable, the teacher, supervisor, or other school employee who referred the student to the principal. AB 667 (Ch. 445, Statutes of 2017) amended Education Code 48911 to require that a student be informed during this informal conference of other means of correction that were attempted before the suspension.**

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, **including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the** ~~presented with the available~~ evidence against him/her, and **shall be** given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or 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 the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

Note: Item #2 below should be revised to reflect the district's processing and reporting procedures.

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

Note: The following <b>optional</b> paragraph may be revised to reflect district practice.
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In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
  - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Note: When the student being considered for expulsion is a foster youth, Education Code 48911 and 48918.1 require the district to invite the student's attorney and an appropriate county child welfare agency representative to the meeting specified above. To ensure such invitation, the following paragraph provides that the district liaison for foster youth be notified. However, any district that has designated another position to carry out this responsibility may modify the paragraph to specify that position. For designation of the liaison for foster youth, see AR 6173.1 - Education for Foster Youth.

- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

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

Note: Pursuant to Education Code 48918.1, **as amended by AB 1806 (Ch. 767, Statutes of 2014)**, the district's liaison for homeless students must be notified when the student being considered for expulsion is a homeless student. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

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

Note: The following **optional** paragraph may be revised to reflect district practice. Since Education Code 48900 and 48900.5 require a district, under certain circumstances, to use alternative disciplinary measures prior to imposing suspension, including supervised suspension, the district may, as necessary, provide services that would address the student's specific misbehavior along with the suspension program. For example, the district may require the student to enroll in a program that teaches prosocial behavior or anger management even while the student is suspended.

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

**On-Campus Suspension**

Note: The following **optional** section is for use by any district establishing an on-campus suspension program pursuant to Education Code 48911.1. However, pursuant to Education Code 48900.5, such a district is required to use other means of correcting a student's behavior before imposing a supervised suspension, unless such a supervised suspension is otherwise permitted by law for a student's first offense. Use of a supervised suspension classroom program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class in accordance with law.

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

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**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

**Superintendent or Principal's Authority to Recommend Expulsion**

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

## SUSPENSION AND EXPULSION/DUE PROCESS (continued)

### Student's Right to Expulsion Hearing

Note: Education Code 48918 **mandates** that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (Garcia v. Los Angeles Board of Education). In calculating timelines, the district should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

### Stipulated Expulsion

Note: The following section is **optional** and may be revised to reflect district practice. "Stipulated expulsion" is for districts that have adopted an expedited procedure which allows a student to waive his/her right to a pre-expulsion hearing in exchange for an agreement as to the terms of the expulsion. Such waivers are not specifically addressed in law and districts should ensure that the due process rights of students are included in the stipulated agreement and are clearly explained to them before the agreement is signed. Districts should consult legal counsel as appropriate.

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

**Rights of Complaining Witness**

Note: Education Code 48918.5 **mandates** the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

## SUSPENSION AND EXPULSION/DUE PROCESS (continued)

### Written Notice of the Expulsion Hearing

Note: Education Code 48918 **mandates** the Board to adopt procedures that include the following items.

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(*cf.* 5119 - *Students Expelled from Other Districts*)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

*Legal counsel* means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

*Nonattorney adviser* means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

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



**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)**Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students**

Note: Prior to conducting an expulsion hearing to determine whether a foster youth should be expelled, Education Code 48918.1 requires the district to notify the student's attorney and a representative of an appropriate county child welfare agency, provided that the violation does not require a mandatory recommendation for expulsion. Pursuant to Education Code 48918.1, **as amended by AB 1806 (Ch. 767, Statutes of 2014)**, such additional notice must be given to the district liaison for homeless students when the student involved is a homeless child or youth and the violation does not require a mandatory recommendation for expulsion. While such a notice is not required if the offense requires a mandatory recommendation for expulsion, it is nonetheless recommended and the following section reflects this recommendation.

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

**Conduct of Expulsion Hearing**

Note: Education Code 48918 **mandates** that the Board adopt procedures that include the following items.

Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an impartial administrative panel to conduct the hearing; see section "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel" below. Even if the district conducts all expulsion hearings in this manner, the requirements of Education Code 48918 pertaining to the conduct of the hearing must be met.

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Note: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **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. (Education Code 48918(g))

Note: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In Woodbury v. Dempsey, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.

In accordance with Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant 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. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Note: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult legal counsel as appropriate.

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

Note: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
  - a. Any complaining witness shall be given five days' notice before being called to testify.
  - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
  - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
  - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
  - (3) The person conducting the hearing may:
    - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
    - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

- (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

**Alternative Expulsion Hearing: Hearing Officer or Administrative Panel**

Note: For districts that use a hearing officer or administrative panel, Education Code 48918 **mandates** that the Board adopt procedures that include the following section.

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

Note: Pursuant to Education Code 48918, ~~as amended by SB 1111 (Ch. 837, Statutes of 2014)~~, if the hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made, unless the student's parent/guardian requests a different placement. ~~As amended~~, Education Code 48918 also states that a student who is found to have committed any of the violations listed in "Authority to Expel" in the accompanying Board policy but for whom expulsion is not recommended may be referred to his/her prior school. However, the hearing officer or administrative panel, like the Board, must recommend expulsion or a suspended expulsion under Education Code 48915, if it finds that a student committed any such violation that mandates expulsion. District should consult legal counsel to resolve this apparent discrepancy.

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

**Final Action by the Board**

Note: Education Code 48918 **mandates** that the Board adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or **public open** session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

*(cf. 9321.1 - Closed Session Actions and Reports)*

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Note: The Gun-Free Schools Act, 20 USC **7151 7961**, requires that information in the following paragraph be sent to the California Department of Education (CDE) for assurances of compliance with federal and state law. For other language that must be submitted to the CDE, see section below entitled "Notifications to Law Enforcement Authorities."

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Note: The following paragraph is **optional**. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

**Written Notice to Expel**

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

5. 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 expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

**Decision to Suspend Expulsion Order**

Note: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are **optional** and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)



**SUSPENSION AND EXPULSION/DUE PROCESS (continued)**

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

**Appeal**

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

**Notification to Law Enforcement Authorities**

Note: The Gun-Free Schools Act, 20 USC 7154 7961, requires that information in the following two paragraphs be sent to the CDE for assurances of compliance with federal and state law.

In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student or nonstudent possesses a firearm or explosive or sells or furnishes a firearm at school. However, when the student involved in such a case is a student with a disability, Education Code 49076 requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

**Placement During Expulsion**

Note: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (m) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

*(cf. 6158 - Independent Study)*

*(cf. 6185 - Community Day School)*

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

**Readmission After Expulsion**

Note: Education Code 48916 **mandates** that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. Items #1-2 below should be revised to reflect district practice.

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

**SUSPENSION AND EXPULSION/DUE PROCESS** (continued)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

**Maintenance of Records**

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

Note: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

*(cf. 5119 - Students Expelled from Other Districts)*

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# CSBA Sample Administrative Regulation

Students

AR 5148.2(a)

## BEFORE/AFTER SCHOOL PROGRAMS

Note: The district should revise the following administrative regulation to reflect the before and/or after school program(s) it offers and the grade levels at which the programs are offered. In addition to the program requirements described below, before-school and after-school programs may be subject to other district policies such as BP/AR 5148 - Child Care and Development, AR 3514.2 - Integrated Pest Management, and BP/AR 3550 - Food Service/Child Nutrition Program. The district should consult legal counsel if it has questions regarding the applicability of other laws to the district's programs.

### Grades K-9

Note: The following section is for use by districts providing before-school and/or after-school programs funded by the state After School Education and Safety Program (ASES) (Education Code 8482-8484.65) or the federal 21st Century Community Learning Center program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176). Both ASES and 21st CCLC programs serve students who are in grades K-9 in an elementary, middle, or junior high school. Pursuant to Education Code 8484.75, programs funded through the 21st CCLC program are generally subject to the same program requirements applicable to ASES programs, with the exception of specified provisions primarily related to allocation of funds.

The following section applies to both ASES and 21st CCLC programs except where otherwise noted, and should be revised to reflect the program(s) offered by the district.

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades K-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs ~~or serve a high percentage of students from low income families~~. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

Note: The remainder of this section applies to both ASES and 21st CCLC programs.

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements
  - a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- (cf. 6142.92 - Mathematics Instruction)*
- (cf. 6142.93 - Science Instruction)*
- (cf. 6154 - Homework/Makeup Work)*
- (cf. 6163.4 - Student Use of Technology)*

Note: Education Code 8482.3 requires that the program include an educational enrichment component which may include physical fitness. Pursuant to Education Code 8483.55 and 8484.8, the California Department of Education (CDE) has developed voluntary California After School Physical Activity Guidelines which are available on its web site.

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

- (cf. 5131.6 - Alcohol and Other Drugs)*
- (cf. 5131.62 - Tobacco)*
- (cf. 6142.6 - Visual and Performing Arts)*
- (cf. 6142.7 - Physical Education and Activity)*
- (cf. 6178 - Career Technical Education)*

Note: Pursuant to Education Code 8482.3, after-school programs may offer snacks or meals that conform to applicable state or federal nutrition standards. Reimbursement for providing snacks is available through the National School Lunch Program and the Child and Adult Care Food Program (CACFP) for participating districts. Pursuant to the Healthy, Hunger-Free Kids Act of 2010 (42 USC 1766-1766a), after-school programs participating in the at-risk after-school care component of the CACFP may be reimbursed for serving full meals. Further information is available on the web sites of the CDE and U.S. Department of Agriculture.

2. Nutrition

- a. If snacks or meals are made available in the program, they shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 3554 - Other Food Sales)*
- (cf. 5030 - Student Wellness)*

Note: Education Code 8482.3 provides that a program may be offered at one or multiple school sites. Program applications and U.S. Department of Education (USDOE) nonregulatory guidance, 21st Century Community Learning Centers, state that programs may be located off campus as long as the facility is as available and accessible to students as if it were located at a school.

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

## 3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)

Note: Education Code 8482.8, as amended by AB 2615 (Ch. 470, Statutes of 2016), allows the district to provide services at another school site if there is a significant barrier to student participation in a program at the school of attendance and if the school to which the program will be transferred either (1) agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or (2) does not have a 10 percent lower percentage of students eligible for free or reduced-price meals than the transferring school. Approval to provide services at another school site must be obtained from the Superintendent of Public Instruction prior to or during the grant application process. In addition, Education Code 8482.8 allows a district that is temporarily prevented from operating a program at a given site due to natural disaster, civil unrest, or imminent danger to students or staff to transfer funding to other program sites in order to meet attendance targets during that time period.

- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8)

- (1) Fewer than 20 students participating in the program component
- (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation
- (3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 45330, 45344, 45344.5)

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

Note: Pursuant to Education Code 8483.4, program staff and volunteers are required to meet health screening and fingerprint clearance requirements. Education Code 49024 provides that the requirement to obtain an Activity Supervisor Clearance Certificate prior to beginning a paid or volunteer position is satisfied by clearing a Department of Justice and Federal Bureau of Investigation criminal background check.

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

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

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:



**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

Note: Pursuant to Education Code 8483, as added by AB 2615 (Ch. 470, Statutes of 2016), commencing July 1, 2017, first priority for enrollment shall be given to students who are identified as homeless or foster youth, as provided below.

- (1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year and to students who are identified by the program as being in foster care. (Education Code 8483, 8483.1)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483)

*(cf. 5145.6 - Parental Notifications)*  
*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*

Note: Item #(2) below is for use by districts that maintain middle or junior high schools.

- (2) Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)

Note: Items #(3)-(5) are **optional** and may be revised or expanded to include enrollment priorities established by the district.

- (3) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

*(cf. 6179 - Supplemental Instruction)*

- (4) Any remaining capacity shall be filled by students selected at random.
- (5) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

Note: Education Code 8483 and 8483.1 express legislative intent that elementary students attend the full program day of either the before-school or after-school program every day in which they participate. Education Code 8483 and 8483.1 allow districts to implement a flexible attendance schedule for students in middle or junior high school. Education Code 8483.1 specifies that, for before-school programs, students who attend less than one-half of the daily program hours may not be counted for attendance purposes.

Pursuant to Education Code 8483, districts offering an after-school program are **mandated** to establish a policy regarding reasonable early daily release of students from the after-school program. Education Code 8483.1 **mandates** districts offering a before-school program to establish a policy regarding reasonable late daily arrival of students. The following items should be revised to reflect district practice.

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

Note: Item #8 below is for use by districts that offer a program during summer, intersession, or vacation periods. Pursuant to Education Code 8483.76, a school that establishes a before-school or after-school program is eligible to receive a supplemental grant to operate the program in excess of 180 regular school days or during any combination of summer, weekends, intersession, or vacation periods for a maximum of 30 percent of the total grant amount awarded, per school year, to the school.

8. **Summer/Intersession/Vacation Programs**

- a. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- b. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- c. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)
- d. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)

Note: Education Code 8483.76 **mandates** that a district operating a six-hour program adopt an attendance and early release policy for the program that is consistent with the district's early release policy for the regular school day; see item #7 above. This policy must be included in the program plan submitted to the CDE.

- e. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

*(cf. 6177 - Summer Learning Programs)*

**Grades 9-12**

Note: The following section is for use by districts providing before-school and/or after-school programs funded through 21st Century High School After School Safety and Enrichment for Teens **Program** (ASSETs) program (Education Code 8420-8428; 20 USC 7171-7176).

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)

The program shall be operated in accordance with the following guidelines:

1. Program Elements

Note: Education Code 8421 requires that the ASSETs program include an academic assistance element, as provided below. AB 830 (Ch. 641, Statutes of 2017) amended Education Code 8421 to delete the requirement that the program include preparation for the California High School Exit Examination, as that exam has been eliminated.

- a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

Note: Education Code 8421 authorizes the district's ASSETs program to include preparation for the California High School Exit Examination. However, pursuant to Education Code 60851.1, administration of the exit exam has been suspended through the 2017-18 school year.

~~(1)~~ **(1)** Preparation for the high school exit examination

~~(cf. 6162.52 - High School Exit Examination)~~

~~(2)~~ **(1)** Tutoring

~~(3)~~ **(2)** Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content

~~(4)~~ **(3)** Homework assistance

~~(5)~~ **(4)** College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460

b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)

(1) Community service

(2) Career and technical education

(3) Job readiness

(4) Opportunities for mentoring and tutoring younger students

(5) Service learning

(6) Arts

(7) Computer and technology training

(8) Physical fitness

(9) Recreation activities

*(cf. 6142.4 - Service Learning/Community Service Classes)*

Note: Education Code 8423 requires the ASSETs program to include a physical activity element. See the CDE's California After School Physical Activity Guidelines, available on its web site.

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

- c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)
  - d. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)
  - e. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)
2. Location of Program
- a. The district's program may operate on one or multiple school sites or at another location approved by the CDE. (Education Code 8421)
  - b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)
3. Hours of Operation
- a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)
  - b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

**Volunteers**

Note: The following **optional** section is for use by districts that choose to create a registry of volunteer after-school physical recreation instructors or other volunteers pursuant to Education Code 35021.3, and may be used by districts that provide an ASES, 21st CCLC, ASSETs, or any other local program. When the district opts to use a registry created by a county office of education pursuant to Education Code 35021.3 rather than develop its own, the following section may be revised to inform district staff about the county registry and encourage its use.

Pursuant to Education Code 35021.3, after-school instruction in physical recreation provided by a volunteer does not count toward satisfaction of physical education requirements pertaining to the number of instructional minutes or course completion for high school graduation; see BP/AR 6142.7 - Physical Education and Activity and BP 6146.1 - High School Graduation Requirements.

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

**BEFORE/AFTER SCHOOL PROGRAMS** (continued)

Note: Education Code 35021.3 requires volunteers to submit to a criminal background check and authorizes, but does not require, the district to contribute funds to pay for all or part of the background check. Pursuant to Education Code 35021.3, the district may expand the following paragraph to impose additional requirements on volunteers (e.g., certification in cardiopulmonary resuscitation).

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

**Reports**

Note: The following section applies to ASES, 21st CCLC, and ASSETs programs.

Pursuant to Education Code 8426 and 8484, the CDE may terminate a grant if, for three consecutive years, the program fails to demonstrate measurable program outcomes or fails to attain 75 percent of its proposed attendance levels. For this purpose, the CDE may consider a comparison of participating and nonparticipating students at the same school site or other factors.

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

Note: Education Code 8427 requires programs to submit evidence of a program quality improvement process that is based on standards developed by the CDE. The CDE's program quality standards, [Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality](#), are available on its web site.

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(cf. 0500 - Accountability)

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# CSBA Sample Board Policy

Instruction

BP 6146.1(a)

## HIGH SCHOOL GRADUATION REQUIREMENTS

Note: The following policy is for use by districts that maintain grades 9-12.

Education Code 60851.5 provides that the administration of the California High School Exit Examination and the requirement that each student completing grade 12 successfully pass the exam as a condition of receiving a diploma or graduating from high school are suspended for the 2015-16, 2016-17, and 2017-18 school years. AB 830 (Ch. 641, Statutes of 2017) repealed Education Code 60850-60859, thereby eliminating the California High School Exit Examination as a requirement for high school graduation.

The Governing Board desires to prepare all students to obtain a high school diploma to enable them to so that they can take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

### Course Requirements

Note: Education Code 51225.3 specifies the courses that a student is required to complete in order to graduate from high school as listed in items #1-6 below.

Pursuant to Education Code 66204, each district that maintains a high school also is required to develop a process for submitting courses to the University of California to ensure that they align with the "a-g" course requirements for college admission.

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified: (totals 245 credits plus 15 hours community service):

1. Four (4) courses in English (Education Code 51225.3) (40 credits)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Three (3) courses in mathematics (Education Code 51225.3) (30 credits)

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete three mathematics courses in grades 9-12. (Education Code 51224.5)

**HIGH SCHOOL GRADUATION REQUIREMENTS** (continued)

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6152.1 - Placement in Mathematics Courses)*

3. Three (3) courses in science, including biological and physical sciences (Education Code 51225.3) (10 credits in Life Science and 10 credits in Physical Science). Additional 10 credits of Life and/or Physical Science elective.

*(cf. 6142.93 - Science Instruction)*

4. Three and a half (3 ½) courses in social studies, including World History (10 credits); a one-semester course in World Geography (5 credits); United States History (10 credits); a one-semester course in American Government and Civics (5 credits); and a one-semester course in Economics (5 credits) (Education Code 51225.3)

*(cf. 6142.3 - Civic Education)*

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

Note: Education Code 51225.3 authorizes the Board to include a course in career technical education (CTE) as an alternative to the visual or performing arts or foreign language course requirement for high school graduation. If the Board chooses to do so, it must, at a regular Board meeting prior to allowing a CTE course as an alternative, notify parents/guardians, students, teachers, and the public of information specified in Education Code 51225.3. In addition, the information must be included in the district's annual notification to parents/guardians pursuant to Education Code 48980; see the accompanying administrative regulation. Districts that do not allow this alternative course requirement should delete references to CTE in item #5 below.

The CTE course may be offered through different means, including a district-operated program, regional occupational center or program, or county office of education program pursuant to a joint powers agreement. See BP/AR 6178 - Career Technical Education and BP 6178.2 - Regional Occupational Center/Program for program details pertaining to CTE.

5. One (1) course in visual or performing arts, foreign language, including American Sign Language, or career technical education (CTE) (Education Code 51225.3) (10 credits: 2 semesters of same the language and/or visual performing arts)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.



**HIGH SCHOOL GRADUATION REQUIREMENTS** (continued)

(cf. 6142.2 - *World/Foreign Language Instruction*)  
 (cf. 6142.6 - *Visual and Performing Arts Education*)  
 (cf. 6178 - *Career Technical Education*)  
 (cf. 6178.2 - *Regional Occupational Center/Program*)

6. Two (2) courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3) (20 credits)

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

Note: Pursuant to Education Code 51225.3, the Board may prescribe additional coursework (e.g., health education, service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. Also see AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, **as added by AB 1719 (Ch. 556, Statutes of 2016)**, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation beginning in the 2018-19 school year. See AR 6143 - Courses of Study.

7. One semester of Technology (5 credits)
8. The equivalent of 75 credits of elective credits.
9. 15 hours of prior approved Community Service (this is in addition to the 245 credit graduation requirement).

(cf. 6142.4 - *Service Learning/Community Service Classes*)

(cf. 6142.1 - *Sexual Health and HIV/AIDS Prevention Instruction*)  
 (cf. 6142.4 - *Service Learning/Community Service Classes*)  
 (cf. 6142.8 - *Comprehensive Health Education*)

Note: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study; see BP/AR 6146.11 - Alternative Credits Toward Graduation.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - *Alternative Credits Toward Graduation*)  
 (cf. 6146.2 - *Certificate of Proficiency/High School Equivalency*)  
 (cf. 6146.4 - *Differential Graduation and Competency Standards for Students with Disabilities*)

**HIGH SCHOOL GRADUATION REQUIREMENTS** (continued)**Exemptions and Waivers**

Note: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements a foster youth, ~~or~~ homeless student, **former juvenile court school student, or, as amended by AB 365 (Ch. 739, Statutes of 2017), child of a military family**, who transfers into the district or between district high schools any time after completing his/her second year of high school. **This exemption does not apply if ~~unless~~ the Superintendent or designee makes a finding that the youth student is reasonably able to complete the requirements in time to graduate by the end of his/her fourth year of high school.**; see ~~AR 6173.1 - Education for Foster Youth, and AR 6173 - Education for Homeless Children. AB 2306 (Ch. 464, Statutes of 2016) amends Education Code 51225.1 to extend this exemption and related requirements to a student transferring from a juvenile court school any time after his/her second year of high school; see AR 6173.3 - Education for Juvenile Court School Students. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, and AR 6173.3 - Education for Juvenile Court School Students.~~

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer of a foster youth, homeless student, ~~or~~ former juvenile court school student, **or child of a military family**, the district is required to provide notice to the student of the availability of the exemption and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, ~~or~~ after the homeless student ceases to be homeless, **or after the student no longer meets the definition of a child of a military family, as applicable.**

Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of his/her fourth year of high school, the district or a district school must not require or request that he/she graduate before the end of his/her fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4687; see BP/AR 1312.3 - Uniform Complaint Procedures.

A foster youth, homeless student, ~~or~~ former juvenile court school student, **or child of a military family** who transfers into the district any time after completing his/her second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of his/her fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether he/she qualifies for it. (Education Code 51225.1)

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 5145.6 - Parental Notifications)*

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

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

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

**Note: Education Code 49701 requires district officials to help facilitate the on-time graduation of children of**

**HIGH SCHOOL GRADUATION REQUIREMENTS** (continued)

military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district. If the district does not grant such a waiver, then "best efforts" must be used to provide the student with alternative means to acquire the required coursework so that he/she can graduate on time. See BP/AR 6173.2—Education of Children of Military Families for additional language implementing this requirement.

In addition, the Superintendent or designee shall facilitate the on-time graduation of children of military families by waiving specific course requirements for graduation if the student has satisfactorily completed similar coursework in another district. (Education Code 49701)

(cf. 6173.2—Education for Children of Military Families)

**Retroactive Diplomas**

**Note: Education Code 51413, as added by AB 830 (Ch. 641, Statutes of 2017), retains and renumbers the requirement to grant a diploma to students who previously met all applicable graduation requirements other than the requirement to pass the high school exit examination.**

Until July 31, 2018, any student who completed grade 12 in the 2003-04 through 2014-15 school year or a subsequent school year and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413 60851.6)

Note: The remainder of this following section is optional.

The district may retroactively grant a high school diploma to a former student who was interned by order of the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to the internment or military service. A deceased former student who satisfies these conditions may be granted a retroactive diploma to be received by his/her next of kin. (Education Code 51430)

In addition, the district may grant a diploma to a veteran who entered the military service of the United States while he/she was a district student in grade 12 and who had completed the first half of the work required for grade 12. (Education Code 51440)

*Legal Reference: (see next page)*

**HIGH SCHOOL GRADUATION REQUIREMENTS** (continued)*Legal Reference:*EDUCATION CODE

47612 Enrollment in charter school  
 48200 Compulsory attendance  
 48412 Certificate of proficiency  
 48430 Continuation education schools and classes  
 48645.5 Acceptance of coursework  
 48980 Required notification at beginning of term  
 49701 Interstate Compact on Educational Opportunity for Military Children  
 51224 Skills and knowledge required for adult life  
 51224.5 Algebra instruction  
 51225.1 Exemption from district graduation requirements  
 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course  
 51225.3 High school graduation  
 51225.35 Mathematics course requirements; computer science  
 51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation  
 51225.5 Honorary diplomas; foreign exchange students  
 51225.6 Compression-only cardiopulmonary resuscitation  
 51228 Graduation requirements  
 51240-51246 Exemptions from requirements  
 51250-51251 Assistance to military dependents  
 51410-~~51412~~ **51413** Diplomas  
 51420-51427 High school equivalency certificates  
 51430 Retroactive high school diplomas  
 51440 Retroactive high school diplomas  
 51450-51455 Golden State Seal Merit Diploma  
 51745 Independent study restrictions  
 56390-56392 Recognition for educational achievement, special education  
~~60851.5 Suspension of high school exit examination~~  
~~60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination~~  
 66204 Certification of high school courses as meeting university admissions criteria  
 67386 Student safety; affirmative consent standard  
CODE OF REGULATIONS, TITLE 5  
 1600-1651 Graduation of students from grade 12 and credit toward graduation  
 4600-4687 Uniform complaint procedures  
COURT DECISIONS  
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

*Management Resources:*WEB SITES

CSBA: <http://www.csba.org>  
 California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>  
 University of California, List of Approved a-g Courses:  
<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

(12/15 12/16) 12/17

**Policy Reference UPDATE Service**

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018

Attachments:  X

From: Don Beno

Item Number: 12

**SUBJECT**

Request the approval of the proposed District-wide Calendar for the 2018-2019 school year.

Action:  X

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

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

**Background:**

The attached draft calendar has been approved by union and administrative staff.

**Status:**

**Presenter:** Don Beno

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

**Cost &/or Funding Sources**

**Recommendation:**

That the Board approves the proposed District-wide calendar for 2018-2019 school year.

Time: 5 mins.

## 2018-2019 RIVER DELTA UNIFIED SCHOOL DISTRICT CALENDAR

MONTH	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					#	
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F		
JULY	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31					
AUGUST			1	2	3	6	7	8 <sup>SS</sup>	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	18	
SEPTEMBER	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						19	
OCTOBER	1	2	3	4	5	8	9	10	11	12	15	16 <sup>P</sup>	17	18 <sup>P</sup>	19 <sup>P</sup>	22	23	24	25	26	29	30	31			22	
NOVEMBER				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	16	
DECEMBER	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					15	
JANUARY		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		13	
FEBRUARY					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28		14	
MARCH					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	21	
APRIL	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				15	
MAY			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	22	
JUNE	3	4	5	6	7 <sup>SE</sup>	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						5	

**TOTAL DAYS**

- = Non Student Days/Recess
- = Legal Holidays
- = Board Granted Holidays
- = Minimum Days
- = Teacher Pre-Service Days
- = Staff Development Days

**SS** = School Begins = August 8, 2018

**SE** = School Ends = June 7, 2019

**P** = Parent Conference Days = October 16, 18, 19, 2018

Non Student Days = October 15, 2018, February 12-15, 2019

Thanksgiving Break = November 19—23, 2018

Winter Break = December 24, 2018 —January 11, 2019

Spring Break = April 12—April 22, 2019

**TOTAL STUDENT DAYS**

**180**

**Quarter** \_\_\_\_\_ **Days**

Quarter 1 – Ends October 12, 2018      47

Quarter 2 – Ends December 21, 2018      43

Quarter 3 – Ends March 27, 2019      46

Quarter 4 – Ends June 7, 2019      44

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018 Attachments: \_\_\_x\_\_\_

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: \_14\_

**SUBJECT** Resolution # **743**, Authorizing the issuance and sale of a 2018-19 Tax and Revenue Anticipation Note (TRAN) Action: \_\_\_x\_\_\_  
Consent Action: \_\_\_\_\_  
Information Only: \_\_\_\_\_

**Background:**

TRANs are short-term debt instruments issued by school districts throughout the state to create an additional reserve to the general fund. In our district, this reserve will act as a buffer to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund monies (generally paid out in a more level fashion).

In the past the district has experienced cash flow shortages in the general fund starting as early as September culminating with a large negative cash flow in December. To ensure the district is able to meet its cash obligations it is pertinent to pursue the issuance of a TRANs. This TRANs is part of a larger “pool” within California through Dale Scott & Company. The note will be in an amount not to exceed \$5,000,000.

**Status:** Resolution #743 allows the district to participate in the pooled TRAN however it does NOT obligate us to participate. The TRAN is not to exceed \$5,000,000.

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

**Other People Who Might Be Present:** n/a

**Cost &/or Funding Sources** Not Applicable

**Recommendation:**

That the board approves the Resolution to participate in the pooled TRAN for FY 2018-19.

Time: \_\_\_3 mins. \_\_\_

# CALIFORNIA SCHOOL CASH RESERVE PROGRAM

## Sponsored by CSBA Finance Corporation

### Board Agenda Item Description

By passing the resolution before the Board, our District will have the opportunity to participate in the California School Cash Reserve Program sponsored by California School Boards Association Finance Corporation. The Program consistently issues TRANs for more than half of all California school districts, community college districts, and county offices of education that issue TRANs. The 2018-2019 Program will be the 31st year of the Program.

Through participation in the Cash Reserve Program, our District will be able to issue a tax and revenue anticipation note as part of this cost-effective pooled structure. An overview of this cash management concept and the Program is provided below:

***Tax and Revenue Anticipation Notes (TRANs):*** TRANs are short-term debt instruments issued by school districts throughout the State to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund moneys (generally paid out in a more level fashion).

***TRANs Economics:*** Through our participation in the Program, our District will issue a tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRAN proceeds.

***Cash Reserve Program Background:*** The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers. Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

- ◆ Participants benefit from a cost-effective and administratively simple method to issue their TRANs
- ◆ Documentation is streamlined for governing board approval
- ◆ Participants benefit from year-round administrative assistance



***Board Agenda Item Description***

***Page Two***

***Cash Reserve Program Process:***

The Cash Reserve Program involves the following key steps in order to participate:

1. ***Adoption of Resolution:*** Adoption of the resolution does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.
2. ***Cash Flow and Credit Background Process:*** Participants submit a completed credit questionnaire and financial information (including audits, budget, and second period interim cash flow report) that is used to develop an initial pro-forma cash flow statement for 2018-2019. Participants review, revise, and approve their cash flow statement in consultation with Dale Scott & Company, the Program's Financial Advisor. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
3. ***Sale of TRANs:*** The pricing of the issue is anticipated to occur in mid June. At that time the interest rate on the notes will be locked-in. Our District is not obligated to participate until it acknowledges issuance after the sale of the TRANs.
4. ***Closing:*** Closing of the issue will occur in early July. Our District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

We recommend that the Board adopt the resolution. This will allow administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, our District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

**THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.**

**DISTRICT RESOLUTION 743**

**NAME OF DISTRICT: RIVER DELTA UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF SACRAMENTO**

**MAXIMUM AMOUNT OF BORROWING: \$5,000,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2018-2019 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2018-2019 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES**

**WHEREAS**, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

**WHEREAS**, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2018 ("Fiscal Year 2018-2019") by the issuance of its 2018-2019 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal

\* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

Year 2018-2019 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;<sup>\*\*</sup> and

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

**WHEREAS**, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2018-2019 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2018-2019 which will be received by or will accrue to the District during such fiscal year for the general

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<sup>\*\*</sup> Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2018-2019 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

**WHEREAS**, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

**WHEREAS**, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), and Dale Scott & Company, as financial advisor for the Program (the "Financial Advisor"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

**WHEREAS**, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

**WHEREAS**, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

**WHEREAS**, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the

“Credit Instrument”) issued by the credit provider (or credit providers) (collectively, the “Credit Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

**WHEREAS**, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

**WHEREAS**, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

**WHEREAS**, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto

(the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

**WHEREAS**, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

**WHEREAS**, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

**WHEREAS**, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

**WHEREAS**, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement

or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

Section 1.     Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2.     Issuance of Notes.

(A)     Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2018-2019 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2018-2019 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

(1)     the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2)     one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"),

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\* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

\*\* A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the “Note Rate”).

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2018-2019 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the



discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District’s name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2018-2019 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a “Supplemental Resolution”).

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and

the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers of the District if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2018-2019, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement

or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2018 (or the date of adoption of this Resolution if after May 1, 2018) through June 15, 2019 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes

are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation),

with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For

purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized

Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault



Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

#### Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District’s repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust

Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2018 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2018, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2018, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2019 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2019, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2019, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow

borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2018-2019 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues

to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the

Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
  - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
  - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
  - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);

- d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment

agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief



financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for

cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2018-2019 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2018-2019 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2018-2019, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2012-2013 through Fiscal Year 2016-2017, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at

least eighty-five percent (85%) of such amount for Fiscal Years 2017-2018 and 2018-2019, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases

and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2018 (the "Fiscal Year 2017-2018") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2017-2018 or Fiscal Year 2018-2019 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2018-2019.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2018-2019 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish

and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2018-2019 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

#### Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies



which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is

implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power

or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

- (1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:
  - a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
  - b. Unscheduled draws on debt service reserves reflecting financial difficulties;
  - c. Unscheduled draws on credit enhancements reflecting financial difficulties;
  - d. Substitution of credit or liquidity providers, or their failure to perform;
  - e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
  - f. Tender offers;
  - g. Defeasances;
  - h. Rating changes; or
  - i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and

issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A  
FORM OF NOTE

R-1

\$ \_\_\_\_\_

\_\_\_\_\_ DISTRICT/ \_\_\_\_\_ BOARD OF EDUCATION  
COUNTY OF \_\_\_\_\_, CALIFORNIA

2018-2019 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Interest Rate		Maturity Date		
____%		_____, 20__		
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the maturity date or the [Credit

\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\* Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).



Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]\*\*

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2018-2019 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution,

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\* This paragraph is applicable only if the Note is issued by the District.

\*\* This paragraph is applicable only if the Note is issued by the County.

then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]\* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]\* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]\*

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\* Applicable only if the Note is issued by the County.

RESOLUTION CERTIFICATE

I, Don Beno, Secretary of the Governing Board of River Delta Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the River Delta Unified School District duly and regularly held at the regular meeting place thereof on the 13 day of March, 2018, of which meeting all of the members of said Governing Board had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting at 445 Montezuma Street, Rio Vista, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$5,000,000.

Dated: March 13, 2018

\_\_\_\_\_  
Don Beno  
Secretary of the Governing Board  
of River Delta Unified School District

**IN WITNESS WHEREOF**, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

River Delta Unified School District

By \_\_\_\_\_  
Alicia Fernandez  
Title: Board President

[(SEAL)]

Countersigned

By \_\_\_\_\_  
Don Beno  
Title: Superintendent/Board Secretary

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
<u>Alicia Fernandez</u>	<u>Board President</u>	_____
<u>Don Beno</u>	<u>Superintendent/Board Secretary</u>	_____
_____	_____	_____
<u>Elizabeth Keema-Aston</u>	<u>CBO</u>	_____
_____	_____	_____

District: River Delta Unified School District

Address: 445 Montezuma Street

Rio Vista, CA 94571

County: Sacramento

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

River Delta Unified School District

By \_\_\_\_\_

Name: Elizabeth Keema-Aston

Title: CBO

**IN WITNESS WHEREOF**, each of the Districts identified in Schedule I hereto has caused this Trust Agreement to be signed in its name by its duly authorized representative, and U.S. Bank National Association, as Trustee, to evidence its acceptance of the trust hereby created, has caused this Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

River Delta Unified School District

By: \_\_\_\_\_  
Name: Elizabeth Keema-Aston  
Title: CBO

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018 Attachments:  X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 15

**SUBJECT** Memorandum of Understanding between River Delta Unified School District and Delta Elementary Charter School for 20 mgs of bandwidth. Action:  X  
Consent Action: \_\_\_\_\_  
Information Only: \_\_\_\_\_

**Background:**

The Delta High School/ Clarksburg Middle School site has 100 mg of bandwidth allocated for site usage. Delta Elementary Charter School (DECS) had internet services thru a local provider, however the service is no longer available. In an effort to assist DECS, the district is willing to allow the charter a limited bandwidth allocation of 20 mgs per this Memorandum of Understanding.

**Status:** The district is in communication with the Charter and is awaiting the signed MOU so planning and collaboration between district IT provider and Charter personnel can begin.

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

**Other People Who Might Be Present:** Steve Lewis

**Cost &/or Funding Sources**

N/A

**Recommendation:**

That the Board approves the Memorandum of Understanding for DECS bandwidth allocation.

Time: 5 mins.



# Memorandum of Understanding

Between River Delta Unified School District

And

Delta Elementary Charter School

DRAFT

2018 – June 30, 2020

# Draft

## Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the River Delta Unified School District (hereinafter “the District”) and the Delta Elementary Charter School (hereinafter “the Charter”). Hereinafter, the District and the Charter are referred to as “the parties”.

### Term of the Memorandum of Understanding

This MOU shall become effective on the date it is fully executed by all parties and shall cover the term of the Charter through June 30, 2020. Any modification of this MOU must be in writing and executed by duly authorized representative of the parties specifically stating the intent of the parties to modify this MOU. Unless otherwise agreed, any modification or amendment of the MOU shall take effect upon signatures by all parties.

1. The duly authorized representative of the District is the Superintendent or designee.
2. The duly authorized representative of the Charter is the Superintendent or designee.

This MOU is for the term of the Charter and shall be reviewed as necessary. In the case of changes in laws, the law shall prevail. The parties shall negotiate any changes to the MOU in good faith. Any subsequent modifications will be included as addendums to the MOU. The approved MOU, including any addendums, will continue unless modified and agreed to in writing. This MOU, including addendums, will expire upon the expiration or revocation of the Charter.

### **Internet Bandwidth**

The District may allow the Charter the use of 20 mgs of Bandwidth from that designated for the Delta High School / Clarksburg Middle School site.

The Charter will consult and collaborate with the District’s IT provider with the design and structure of the connection. Prior approval of all technical specifications must be obtained by the District Superintendent or designee before implementation can begin.

The Charter will be responsible for the cost and workmanship of the core connection and required components up to the point of connection with the District, as well as for its end-user equipment. The cost and workmanship of the core connection and required components may

require modification to or alternation of District property and/or facility, for which Charter School agrees to bear the cost. The Charter will be responsible for the cost of upkeep, maintenance, repair and support of the core connection and the Charters associated equipment.

The District will be responsible for District equipment, maintenance, repair and support of the District's main ISP (Internet Service Provider) connection.

The Fee for 20 mgs of bandwidth will be prorated as a share of the Delta High School / Clarksburg Middle School sites allocated bandwidth. Delta High School /Clarksburg Middle School has an allocation of 100 mgs with the Charters 20 mgs representing 20% of the bandwidth availability.

The cost associated with the 20% will be billed to the Charter at the end of each month with a \$25.00 processing fee assessed.

If there is a problem with connectivity and/or bandwidth during high use or limited capacity periods, the District will have priority to its usage. The Principal of the Charter will coordinate with the Principal of Delta High School/ Clarksburg Middle School. Both parties have the right to terminate this agreement with thirty (30) days written notice to the other party.

The Charter will be responsible for devices for their pupils' usage and will provide space within charter designated classrooms or charter facility. Charter School agrees that it shall only use access to the District's bandwidth for the purposes of operating its charter school in accordance with the terms of its charter and applicable law. Charter School agrees that it will create and implement policies to ensure that its end users use District bandwidth in accordance with River Delta Unified School District technology use policies and applicable law.

Charter School agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteer, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with Charter School's use of the District's bandwidth.

The District makes no representation or warranty as to the performance or speed of the Charter School's internet connection. Charter School enters into this Agreement with the full understanding that it will accept the performance, speed and capacity of the internet connection "as is."

Execution of This Agreement: The parties hereto agree that this Agreement may be transmitted and executed in two or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Agreement.

To the Charter School:

Superintendent  
River Charter Schools  
P.O. Box 127  
36230 N School Street  
Clarksburg, CA 95612  
Facsimile: (916) 744-1246

To the District:

Superintendent  
River Delta Unified School District  
445 Montezuma Street  
Rio Vista, California 94571-1651  
Facsimile: (707) 374-2995

THE CHARTER SCHOOL

RIVER DELTA UNIFIED SCHOOL DISTRICT

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

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

Steve Lewis  
Superintendent  
River Charter Schools

Don Beno  
Superintendent  
River Delta Unified School District

DRAFT

BOARD OF TRUSTEES



RIVER DELTA UNIFIED SCHOOL DISTRICT

Meeting Date: March 13, 2018

Attachments: x\_\_\_  
Item no. 16.

From: Bonnie Kauzlarich, Dir. of Personnel

**SUBJECT** Elimination of Instructional Assistant IIIA  
position at Isleton Elementary.

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

**Background** Isleton Elem. has an Instructional Assistant IIIA (Computer Aide) for 3 hours per day funded out of School Base & Title I funds

**Status:** The Isleton Elementary Site Council, at its January 23, 2018, meeting voted to eliminate the Instructional Assistant IIIA (Computer Aide) position for the upcoming 2018-2019 school year.

**Presenter:** Don Beno, Superintendent

**Other People Who Might Be Present:** Antonia Slagle, Principal, Isleton Principal

**Cost &/or Funding Sources**

**Recommendation:** That the Board approve the recommendations made by the Isleton Elementary Site Council at its meeting of January 23, 2018.

Time: \_\_\_2 minuts\_\_\_

# School Site Council

## Meeting Minutes

01.23.2018

Media Center

3:15pm

1. **Meeting called to order** at 4:30 by Antonia
2. **Roll Call-**
  - a. present: Karla Chavez, Ligaya Apalit, Kelly Mickens, Antonia Slagle, Steve Wright, Heather Goss, Gabriela Chavez, Stephanie Carvahlo, Maria Romero, Betty Garcia, Kristina Cox
3. **Pledge** led by Steve
4. Motion to approve November **minutes** made by Kristina and seconded by Claudia
5. **New business**
  - a. Budget update- current goals/budget status
    - i. ***Continued to review LCAP Goals***
      - Based on discussion about value of parent advocate versus computer tech position, **site council moved to terminate tech position for 2018-2019 school year and keep parent advocate position if funds allowed. Motion made by Steve, seconded by Kristina. Approved.**
    - ii. Assessments for spring – MAP, SBAC, ELPAC
    - iii. Next family workshop: children and technology
6. **Announcements**
  - a. Great Kindness Challenge: January 22-26
  - b. ELAC family dance: February 14th
  - c. No School: February 12<sup>th</sup> and 19th
  - d. Spring Break: March 26-April 2<sup>nd</sup>
7. **Meeting adjourned** at 5:05 by Antonia

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018

Attachments:  X

From: Don Beno, Superintendent

Item Number:   17  

**SUBJECT:** Report of action in Closed Session regarding student discipline(s) including votes on each individual case and to approve suggested action.

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

**Background:** Final action taken by the Board to expel is taken in public and is final

**Status:** Case no. 1718-321-001 recommendation from the Administrative Student Discipline Panel was presented to the Board

**Presenter:** Don Beno

**Other People Who Might Be Present:** n/a

**Cost &/or Funding Sources** There is no cost to the district.

Recommendation: That the Board report of action in Closed Session regarding student discipline(s) including votes on each individual case and to approve suggested action.

Time:   5   mins.

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

445 Montezuma Street  
Rio Vista, CA 94571-1651



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018

Attachments:   X  

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number:   18  

**SUBJECT** Request approval of the Contract with Conterra for Ethernet Services submitted in a substantially finalized form and authorized Mr. Beno or Elizabeth Keema-Aston to make the revision in the best interest of the District and contingent on Y21 E-Rate funding.

Action:   x    
Consent Action:         
Information Only:       

**Background:**

The District submitted a Request for Proposal (RFP) for Ethernet Service for E-rate year 2018 (YR 21). By applying for the e-rate funding and going out to bid, the District is guaranteed to get the best possible price for Ethernet Services. The RFP was posted on January 5, 2018 with February 6, 2018 as the response deadline. The District has reviewed the contracts and selected a winning bid.

**Status:**

The Contract is being submitted in a substantially finalized form with the date changes from a one year contract to a three year contract to begin on July 1, 2018 through June 30, 2021 with additional minor changes. Upon Board approval the District will enter into the agreement with Conterra for the purchase of Ethernet Services specified in the bid. The contract will begin in FY 2018-19 after confirmation of E-rate funding has been secured.

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

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

**Cost &/or Funding Sources**

\$203,000 prior to E-rate funding of \$162,000 with \$41,000 coming from Unrestricted General funds.

**Recommendation:**

That the Board approves the Contract with Conterra for Ethernet Services submitted in a substantially finalized form and authorized Mr. Beno or Elizabeth Keema-Aston to make the revision in the best interest of the District and contingent on Y21 E-Rate funding.

Time:   5 mins.



## WIDE AREA NETWORK TELECOMMUNICATIONS SERVICE AGREEMENT

This Telecommunications Service Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between Conterra Wireless Broadband, LLC ("CONTERRA"), a limited liability company organized under the laws of the State of South Carolina, with its principal place of business located at 2101 Rexford Road, Suite 200E, Charlotte, North Carolina, 28211, and River Delta Joint Unified School District ("CUSTOMER"), with its principal place of business located at 445 Montezuma Street, Rio Vista, California 94571. This Agreement sets forth the terms and conditions under which CONTERRA will deploy and provide certain telecommunications and related services described herein (the "Services") for the CUSTOMER and CUSTOMER'S employees, agents and students. CONTERRA and CUSTOMER may be individually referred to herein as "party" or collectively as "parties."

### DEFINITIONS

"USAC" shall mean the Universal Service Administrative Company that administers the Universal Service Fund under the Federal Telecommunications Act of 1996, including the Schools and Libraries Division ("SLD") thereof.

"California Teleconnect Fund" ("CTF") shall mean the discount on the non-E-Rate portion of the CTF eligible services.

"E-Rate" shall mean the Schools and Libraries Universal Support Mechanism administered by the Schools and Libraries Division ("SLD") of USAC.

"E-Rate Discount" shall mean the discount percentage approved by SLD for the current Funding Year, as defined by SLD, as shown on the Funding Commitment Decision Letter, and for which SLD agrees to provide E-Rate Funding.

"E-Rate Funding" shall mean (i) the agreement by SLD to provide funds though E-Rate to CUSTOMER to subsidize the provision of the Services to CUSTOMER, and (ii) the funds so provided.

"FCDL" shall mean the Funding Commitment Decision Letter issued by SLD to the CUSTOMER and CONTERRA notifying CUSTOMER and CONTERRA of approval by SLD of E-Rate Funding.

"Certification" shall mean the verification by CONTERRA, as acknowledged by CUSTOMER, that the Services meet the performance requirements set forth in Attachment A.

"Deficient Minutes" shall be the total number of minutes in a calendar month that are in excess of the number of minutes of path non-availability permitted by the terms of the Services level standards that CONTERRA is required to meet under the terms of this Agreement.

"Deficiency Credit" shall mean an amount equal to the total number of Deficient Minutes in the calendar month for which such Deficiency Credit is sought multiplied by a fraction of which the numerator is the Monthly Service Fee and the denominator is the number of minutes in the relevant month.

"Infrastructure" shall mean the CONTERRA-owned service delivery infrastructure deployed and maintained by CONTERRA and used in the provision of the Services to CUSTOMER.

"Service Locations" shall mean the location(s) specified in Attachment A at which Service and Infrastructure is deployed.

"Non-Recurring Charge" shall mean that portion of the total charge for the provision of the Services under this Agreement that is designated as the non-recurring charge listed on Attachment A for the use of the Infrastructure.

"Monthly Service Fee" shall, during the Initial Term and any extension hereof contemplated by Section 9 of

this Agreement, mean the monthly service charge listed on Attachment A. Following the Initial Term and the expiration of any such extensions, the "Monthly Service Fee" shall mean the then current month-to-month service rate set by CONTERRA upon thirty (30) days prior written notice to CUSTOMER.

"Outage Event" shall mean any outage or other loss of the Services, other than any outage that (i) is not reported by CUSTOMER to CONTERRA within five (5) days of occurrence, (ii) is less than one (1) hour in duration, (iii) is attributable to CONTERRA's scheduled network maintenance, (iv) is attributable to failure or outage of related telephone circuits (whether ordered by CONTERRA or CUSTOMER), (v) results from CUSTOMER's applications, equipment or facilities, (vi) results from any act or omission of CUSTOMER or any user of CUSTOMER's equipment or account, or (vii) is due to or occasioned by any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, hurricanes, tornados, acts of God, or by any other cause not within the control of CONTERRA that by the exercise of reasonable diligence CONTERRA is unable to prevent, (viii) results from CONTERRA not having been granted site access by the CUSTOMER, or (ix) results from CUSTOMER'S unauthorized use of equipment or the Services.

"Site Access" shall mean twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") access to CUSTOMER premise(s) provided to CONTERRA for routine or emergency maintenance of the CONTERRA network.

"Service Window" shall mean 7:00 a.m. through 5:00 p.m. local time where the Services are being provided, Monday through Friday, excluding federal holidays and other non-work days.

## TERMS AND CONDITIONS

### 1. Conditions of this Agreement

- (a) The parties acknowledge that this Agreement is contingent upon CUSTOMER obtaining E-Rate Funding for this project from the SLD.

### 2. The Service, Deployment and Access.

- (a) The Services. Subject to and in accordance with the terms and conditions of this Agreement, CONTERRA shall provide to CUSTOMER at mutually-agreeable CUSTOMER'S designated locations the Services as defined in Attachment A hereto.
- (b) Deployment. CONTERRA, its agent(s) or contractor(s) shall schedule deployment meetings with the CUSTOMER. CONTERRA shall deploy the CONTERRA-owned service Infrastructure. CUSTOMER's appointed representative must be present on a regular basis during deployment to be performed by CONTERRA. CONTERRA assumes no liability for files, data, or other information that may be lost on CUSTOMER'S computer system during the deployment process and CUSTOMER agrees to hold CONTERRA harmless for all such lost files, data and other information. After deployment and during the term of this Agreement, CUSTOMER shall provide CONTERRA with 24x7x365 access to CUSTOMER'S premise(s) to inspect, repair and maintain CONTERRA's Infrastructure. Upon termination or expiration of this Agreement, or disconnection of the Services, CUSTOMER shall be obligated to return the Infrastructure to CONTERRA or to provide CONTERRA with access to CUSTOMER'S premise(s) to recover such Infrastructure as CONTERRA in its sole discretion shall decide. CONTERRA shall not be held liable for, nor will CONTERRA restore or reconfigure the CUSTOMER'S new or existing network components after de-deployment. Even if the Infrastructure (or any portion of the Infrastructure) is or becomes physically attached in any manner to real estate at the Service Location (including any building on such real estate), in no event will the Infrastructure be deemed to be affixed to or as a part of such real estate. Rather, the Infrastructure is and shall remain CONTERRA's personal property. Alternatively, as a common carrier, CONTERRA may opt to leave the Infrastructure at the Service Locations. In such event, CONTERRA may continue to make any substitutions to or modifications of and maintain the Infrastructure. The Infrastructure shall not be for the exclusive use of the CUSTOMER, but may be used by CONTERRA as CONTERRA shall decide. Throughout the useful life of the Infrastructure, CUSTOMER shall supply (or cause to be supplied) electricity to that Infrastructure and CUSTOMER grants CONTERRA an exclusive, non-revocable license and easement to use those parcels of real property that CONTERRA deems necessary to install, operate and maintain fiber optic cable thereon and to place certain buildings or enclosures

thereon and such Infrastructure as CONTERRA determines may be necessary or compatible with the conduct of CONTERRA's business. In addition, CUSTOMER grants to CONTERRA an exclusive right to deploy transmission cables and lines between the CUSTOMER's property line and the Service Locations in connection with CONTERRA's use, maintenance, and operation of the Infrastructure. The license or easement granted shall include and also be classified, and documented if necessary, as a leasehold interest for the limited purpose of CONTERRA gaining access to CUSTOMER property to construct, maintain, modify and service CONTERRA-owned and/or provided Infrastructure, thus enabling CONTERRA to comply with State and local construction laws and contractor requirements. As a common carrier, CONTERRA may utilize all of the CONTERRA-owned Infrastructure to serve other customers, and for internal communications for the management and maintenance of its network. It is expressly understood that all rights granted to CONTERRA under this license are irrevocable until thirty years after the expiration or earlier termination of this Agreement, any Amendment thereto, or the provision of Services. CONTERRA may use the Infrastructure and real property for any activity in connection with the provision of other communication services as CONTERRA determines may be necessary or compatible with the conduct of CONTERRA's business. CONTERRA may make any substitutions to or modifications of the Infrastructure as it determines may be necessary or compatible with the conduct of CONTERRA's business. In addition, CONTERRA may lease capacity on its Infrastructure to a third party.

- (c) Governmental Approval. CONTERRA shall use commercially reasonable efforts to procure, process, or to receive any governmental licenses, permits, consents or approvals necessary for the deployment of the Infrastructure ("Authorizations"). CUSTOMER shall cooperate fully with CONTERRA in order to secure any such Authorizations. In the event that CONTERRA is unable to secure any such Authorizations within a reasonable time and at a reasonable cost (as determined by CONTERRA in its reasonable judgment), CONTERRA may terminate this Agreement by notifying CUSTOMER. All work hereunder which is required by the law of the state within which CUSTOMER is located to be performed by a licensed contractor shall be performed by an appropriately licensed contractor.
- (d) Changes in Deployment. Attachment A includes network design that CONTERRA has determined is necessary to provide the Services to CUSTOMER as required by this Agreement. In the event that CUSTOMER requests that CONTERRA modify that design then CUSTOMER shall be responsible for all costs and related charges associated with any such request.
- (e) Change Order. Any changes requested or required by the CUSTOMER that differ from the network design specified in Attachment A must be properly authorized in a written directive from CUSTOMER. Any change is subject to the network design limitations and CUSTOMER shall pay, as a relocation or reconfiguration fee, CONTERRA's actual out-of-pocket cost and the cost of all labor and services of any such relocation or reconfiguration ("Costs") plus an additional twenty percent (20%) of the Costs.
- (f) Scalable Broadband Services. CONTERRA's network may be expanded to include additional locations and capacity increased at any time during the term of this Agreement to meet CUSTOMER's requirements. CUSTOMER shall request specific service upgrades based on pricing quoted at time of request. CUSTOMER may add sites (subject to changes in pricing and/or fees) at any time during the term of this Agreement.

### **3. CONTERRA Service Levels, Support, Maintenance and Indemnification.**

- (a) Availability Commitment. CONTERRA custom engineers each network solution up to 99.99% availability. CONTERRA shall use commercially reasonable efforts to maintain Services availability for the CUSTOMER 100% of the time, except during Outage Events. At CUSTOMER's request, CONTERRA shall calculate the Deficiency Credit for any calendar month. CONTERRA shall credit to CUSTOMER's account as a refund the Deficiency Credit upon written request by CUSTOMER.
- (b) Latency and Jitter Commitment. CONTERRA's goal is for round-trip transmissions between designated end-points to average ten (10) milliseconds or less except during Outage Events ("Latency Commitment"). The foregoing Latency Commitment is measured by averaging sample measurements taken during the Service Window between hub routers. Upon written request of CUSTOMER, for each minute in the Service Window during a calendar month for which CONTERRA fails to satisfy its Latency Commitment, CONTERRA shall credit to CUSTOMER's account as a refund the total number of latency minutes divided by the total number of minutes during the Service Window in that month. CONTERRA'S Jitter commitment is < 2 milliseconds one way.

- (c) Packet Loss Commitment. CONTERRA's network packet loss between designated end-points shall be limited to 0.1% or less each day except during Outage Events ("Packet Loss Commitment"). Packet loss is measured by standard, industry-accepted methods and measured during the Service Window between designated end-points. Upon written request of CUSTOMER, for each minute in the Service Window for which CONTERRA fails to satisfy its Packet Loss Commitment during a calendar month, CONTERRA shall refund the total number of minutes where there was a packet loss of more than .1% divided by the total number of minutes during the Service Window in that month.
- (d) CUSTOMER Reporting Commitment. CONTERRA shall provide CUSTOMER at least forty-eight (48) hours advance notice of scheduled outages for network maintenance. The standard weekly maintenance window is Monday through Sunday from 1:00 a.m. to 6:00 a.m. local time. Notice of other scheduled maintenance outages will be provided to CUSTOMER's designated point of contact by telephone, e-mail, fax, or pager as elected by CONTERRA.
- (e) Credit Limit. In no event shall CUSTOMER's total credits for any calendar month exceed the Monthly Service Fee.
- (f) CONTERRA Support. CONTERRA shall, at its option and convenience, repair or replace any Infrastructure not functioning in accordance with CONTERRA'S contracted specifications for the Services. CONTERRA shall not provide technical support, maintenance, repair or deployment service for CUSTOMER's software, hardware or equipment unless CONTERRA, in its sole discretion, agrees to do so in a separate written contract. CONTERRA shall provide CUSTOMER support for use of the Services only as, when, and to the extent CONTERRA deems appropriate from time to time in its sole discretion. CUSTOMER support will be available on a commercially reasonable basis via telephone, via electronic mail or through CONTERRA's Internet site ([www.conterra.com](http://www.conterra.com)) ("Internet Site"). Telephone numbers for such CUSTOMER support are posted on the CONTERRA Internet Site and are included in Section 7 of this Agreement. If CUSTOMER'S use of the Services requires that CONTERRA visit CUSTOMER'S premises for assistance, repair, deployment or connection, CONTERRA shall be entitled to charge CUSTOMER CONTERRA's then prevailing labor rates and related costs for each such visit, and CUSTOMER agrees to pay CONTERRA such charges. CONTERRA does not undertake to correct or repair and shall have no responsibility for the correction or repair of, software, hardware or equipment that CONTERRA does not supply. CONTERRA will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the service level standards provided in this Section 2.
- (g) CONTERRA Response Times. CONTERRA shall provide a CUSTOMER support service contact point. CONTERRA shall respond within an average of four (4) hours to any CUSTOMER notification, made to this contact point, of any failure of any Infrastructure to meet CONTERRA'S published specifications for the Services.
- (h) Indemnification. CONTERRA agrees to indemnify and hold harmless CUSTOMER, and its board members, employees, agents and representatives (collectively, "CUSTOMER Indemnities") against any and all costs, claims, liabilities or expenses that any of the CUSTOMER Indemnities may incur as a result of, or arising out of, or related to CONTERRA'S willful, negligent, tortious or criminal acts or omissions. In the event of any claim, which, if true, would be subject to indemnification hereunder, CUSTOMER or the affected CUSTOMER Indemnities shall notify CONTERRA and CONTERRA shall cooperate in their defense at CONTERRA's cost and expense.

#### **4. CUSTOMER'S Obligations.**

- (a) FCC Form 471 Application Review. CUSTOMER shall promptly notify CONTERRA of any PIA review, Selective Review, audit, or other contact from the SLD during review of its FCC Form 471 Description of Services Ordered which may affect the availability or amount of funds due from the SLD during the term of this Agreement, including any extensions hereof. CUSTOMER shall comply with SLD requests for additional or clarifying information according to E-Rate program rules as established by the FCC and administered by USAC.
- (b) Certification of Services and FCC Form 486. CUSTOMER shall provide prompt acknowledgement of the Certification by CONTERRA of the Services when CONTERRA demonstrates the performance of the Infrastructure in accordance with Attachment A. CUSTOMER shall promptly file FCC Form 486 Receipt of Service Confirmation with USAC. Failure to file the Form 486 in a timely manner may result in CUSTOMER becoming liable to CONTERRA for the discounted portion of any funds due hereunder.
- (c) Payment.

- i. *Non-Recurring Charge.* Upon Certification of the deployment of the Infrastructure, CONTERRA shall invoice CUSTOMER the applicable Non-Recurring Charge specified in Attachment A. CUSTOMER shall pay the Non-Recurring Charge within thirty (30) days of the invoice. If applicable, CONTERRA will invoice CUSTOMER on a per site basis until all sites are operational.
  - ii. *Monthly Service Fee.* CONTERRA shall invoice CUSTOMER each month in advance the Monthly Service Fee as shown in Attachment A of this Agreement discounted by the percentage rate of CUSTOMER's E-Rate Discount as shown on the then-current FCDL or CUSTOMER's Form 471 application, and by the CTF eligible discount. The balance of such funds shall be paid through the E-Rate program, and CUSTOMER appoints CONTERRA as its attorney-in-fact to take such actions as are reasonably necessary to collect the undiscounted portion of the Monthly Service Fee. If applicable, CONTERRA will invoice CUSTOMER on a per site basis until all sites are operational. Conterra will bill the CTF for any applicable payment; however if CTF does not reimburse Conterra, Customer is ultimately responsible for the full Net Discounted Monthly Service Fee.
  - iii. *Collection of SLD Funds.* CONTERRA will be responsible for collection of the E-Rate Discount from SLD by filing an FCC Form 474 Service Provider Invoice.
  - iv. *CUSTOMER Ultimately Responsible.* NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES INCLUDING ANY DISCOUNT AMOUNTS OWED BY USAC.
  - v. *Failure To Pay.* If CUSTOMER fails to pay the Monthly Service Fee within thirty (30) calendar days of the due date, CONTERRA may impose a late fee or disconnect the Services, or both, in its sole discretion. CUSTOMER shall pay CONTERRA such late fees. CONTERRA's late payment fee shall be five (5%) of the Monthly Service Fee.
  - vi. *Re-connect.* If CUSTOMER disconnects the Services or if CUSTOMER'S Services are disconnected due to nonpayment or other breach of this Agreement, and if CONTERRA subsequently agrees to reconnect the Services, CUSTOMER may be charged a fee for reconnecting and redeploying the Services. Such fee shall be equal to one hundred percent (100%) of the then applicable Monthly Service Fee.
  - vii. *Charges for other services or goods.* From time to time CUSTOMER may decide to select additional services or purchase additional goods offered by CONTERRA or by third parties. The Monthly Service Fee does not cover any such services and goods, and the CUSTOMER shall be charged separately for them. CUSTOMER agrees to pay for such other services and goods that it selects or purchases.
  - viii. *Taxes, Fees and Surcharges.* Except for taxes based on CONTERRA'S net income, all applicable federal, state or local taxes and fees, including without limitation all use, sales, excise, commercial, gross receipts, privilege, right-of-way, occupation, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against CONTERRA or CUSTOMER (collectively, the "Taxes"), will be payable by CUSTOMER, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of CONTERRA's, or any underlying provider's, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of the Services (including any WAN facilities) by CONTERRA to CUSTOMER pursuant to this Agreement. CUSTOMER shall be required to provide documentation evidencing its exemption from any such Taxes. CUSTOMER acknowledges and certifies that, for the duration of the Term, the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the fiber network that has been provided by CONTERRA.
- (d) E-Rate Applications. CUSTOMER has an obligation to obtain and maintain E-Rate Funding throughout the term of this Agreement. Failure of CUSTOMER to file all appropriate paperwork within established USAC deadlines and perform all administrative tasks to obtain and maintain E-Rate Funding will result in CUSTOMER becoming liable to CONTERRA for the discounted portion of any funds due hereunder. CUSTOMER also agrees it has an obligation to secure and maintain E-Rate Funding for the entire term of the Agreement, notwithstanding the fact that CUSTOMER's FCC Form 470 Description of Services Requested may have been submitted for a single-year rather than multi-year term.
- (e) Utilities. CUSTOMER shall provide electrical services to the CONTERRA Infrastructure as required by CONTERRA.

- (f) Current address and information. CUSTOMER is required, and agrees, to keep CONTERRA notified in a timely manner of any changes in the information CUSTOMER provides to CONTERRA, including information provided when CUSTOMER initiates use of the Services.
- (g) Assignment or Sharing of Service. CUSTOMER may not resell, share, sublicense or otherwise distribute the Services, or any portion thereof, to any third party without the prior written consent of CONTERRA.
- (h) School/Facility Closure. CUSTOMER shall immediately notify CONTERRA if CUSTOMER becomes aware that the school or facility governed by this Agreement will be closed prior to the term of this Agreement or any extension. CUSTOMER has the duty to notify CONTERRA as soon as CUSTOMER receives such information. CUSTOMER shall be responsible for 100% of all monthly costs and fees associated with the school or facility through the end of Agreement or any extension thereof.

**5. CUSTOMER'S Warranties, Representations and Indemnification.**

- (a) Warranties and Representations. CUSTOMER warrants and represents that CUSTOMER shall use the Services only for the originally intended purpose(s), in accordance with this Agreement, all FCC and USAC rules and regulations, and all applicable laws, and CUSTOMER shall make all payments required herein plus any and all applicable Taxes. CUSTOMER warrants that all funds due from CUSTOMER hereunder have been allocated for the uses contemplated in this Agreement or if they have not been allocated, CUSTOMER believes that such funds will be allocated (on an annual basis for the term of the contract and any corresponding extension or renewal), that there is no current basis to believe that such funds will not be allocated and that CUSTOMER has taken every necessary step to assure the availability of CUSTOMER funds hereunder.
- (b) CUSTOMER Indemnification. To the fullest extent allowed by law, CUSTOMER agrees to indemnify and hold harmless CONTERRA, its parent, subsidiaries and affiliates, assigns and the members, officers, directors, employees, contractors, agents and representatives of CONTERRA and its subsidiaries and affiliates (together "CONTERRA Indemnities") against any and all costs, claims, liabilities or expenses any of the CONTERRA Indemnities may incur as a result of, or arising out of, or related to: (i) CUSTOMER'S breach of this Agreement or of CUSTOMER'S warranties and representations made herein; (ii) CUSTOMER'S willful, negligent, tortious or criminal acts or omissions; (iii) any improper use of CUSTOMER'S password, name or user name; or (iv) CUSTOMER'S violation of any third party's rights. In the event of any claim, which, if true, would be subject to indemnification hereunder, CONTERRA or the affected CONTERRA Indemnities shall notify CUSTOMER and CUSTOMER shall cooperate in their defense at CUSTOMER'S sole cost and expense. As part of CUSTOMER'S indemnification obligations, CUSTOMER shall reimburse CONTERRA for any costs that CONTERRA incurs, including complaint fees charged by jurisdictional authorities, network or service providers, and investigation expenses, due to complaints filed regarding CUSTOMER'S activity (or activity for which CUSTOMER is responsible) in using the Services.

**6. CONTERRA's Ownership of Service Infrastructure, Hardware and Appurtenances.**

The Infrastructure, hardware and appurtenances (to include, but not limited to, fiber optic cabling and apertures) to be located on CUSTOMER premises by CONTERRA to provide the Services under this Agreement are, and shall remain, the property of CONTERRA. Additionally, such of these items as CONTERRA may request shall be returned to CONTERRA in good and working condition upon the termination or expiration of this Agreement, or the disconnection of CUSTOMER'S Services. CUSTOMER shall use reasonable care to avoid damaging any and all Infrastructure and hardware components of the CONTERRA deployment, and shall not alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with any of the same. Additionally, CUSTOMER shall be responsible for all costs of repair or replacement of items returned damaged or in poor working condition due to CUSTOMER's negligence or failure to properly care for said Infrastructure, hardware or appurtenances. CONTERRA reserves the right to make modifications to the Infrastructure for purposes of providing services to other entities. In the event that CONTERRA elects to leave any Infrastructure on the CUSTOMER's premises after such termination or expiration hereof, CUSTOMER grants CONTERRA an exclusive license to maintain and access such Infrastructure for the useful life of same and also agrees to allow CONTERRA to purchase electrical service to maintain such Infrastructure at market price for the actual cost of such electrical service used. CONTERRA shall continue to maintain all insurances required hereunder during the duration of this exclusive license.

**7. Contact Us.**

- (a) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (i) personally delivered (including by means of a messenger service), or (ii) by United States first class mail postage prepaid (registered or certified) return receipt requested, or (iii) when delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement.
- (b) Billing Information, Questions or Concerns. If CUSTOMER has questions or concerns or simply would like more information about the costs CUSTOMER might incur in using the Services or with CUSTOMER'S particular account, CUSTOMER may contact CONTERRA at 1.877.365.6701.
- (c) General Information. For general information about CONTERRA and CONTERRA's services, CUSTOMER may visit the CONTERRA Internet Site or contact CONTERRA at 1.877.365.6701.
- (d) CUSTOMER Support and Service. For CUSTOMER service and support, CUSTOMER may contact CONTERRA via telephone, via electronic mail or via the CONTERRA Internet Site. CUSTOMER shall visit the CONTERRA Internet Site for up-to-date contact information.

**8. Disclaimers and Limitation of CONTERRA's Liability.**

- (a) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) THE SERVICES, SOFTWARE, DATA AND ANY OTHER SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA UNDER THIS AGREEMENT ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY; (ii) THE USE OF THE SERVICES, THE INTERNET, AND ANY SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA IS AT CUSTOMER'S SOLE RISK; AND (iii) ANY AND ALL CONTERRA SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED. CONTERRA MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON CUSTOMER'S PARTICULAR COMPUTER, NETWORK OR COMPUTER SYSTEM EXCEPT AS DEFINED BY THE IEEE STANDARD 802.3 DEFINING THE PHYSICAL LAYER AND TRANSPORT LAYER OF ETHERNET. CUSTOMER FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) CONTERRA SHALL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO CUSTOMER'S COMPUTER OR NETWORK SYSTEM, DATA, INFORMATION OR INFRASTRUCTURE UNLESS THROUGH NEGLIGENCE ON BEHALF OF CONTERRA; (ii) CONTERRA HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT CUSTOMER MAY USE WITH OR ACCESS USING THE SERVICES; (iii) IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY; AND (iv) IN NO EVENT SHALL CONTERRA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, ACTUAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OF ANY KIND WHATSOEVER) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DEPLOYMENT, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CONTERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER AND IN SUCH STATES OR OTHER JURISDICTIONS CONTERRA'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- (b) SUBJECT TO THE FOREGOING, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) CONTERRA'S MAXIMUM LIABILITY TO CUSTOMER UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE SERVICES WILL BE THE AGGREGATE AMOUNT CUSTOMER HAS ACTUALLY PAID TO CONTERRA FOR THE SERVICE; (ii) CONTERRA HAS ESTABLISHED ITS PRICING FOR THE SERVICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE

LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES; AND (iii) THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS TELECOMMUNICATIONS SERVICE AGREEMENT SHALL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE. THE FOREGOING IS SUBJECT ONLY TO THE SPECIFIC SERVICE LEVEL STANDARDS AND REMEDIES SET FORTH IN SECTION 2 ABOVE.

**9. Term and Termination.**

- (a) Services Term of Agreement. The initial term of this Agreement shall begin on the Effective Date. The initial term of Services under this Agreement (the "Services") shall begin on July 1, 2018 and, unless earlier terminated as hereinafter provided, shall expire on June 30, 2019 ("Expiration Date"). The Agreement shall be coterminous with this date. Upon commencement of Services, CUSTOMER is responsible for and shall provide USAC with the Agreement termination date (within 10 days thereof) via the applicable form(s).
- (b) Extension of Term of Agreement. The initial term or any subsequent term, may be extended by exercising any of the following options:
- (i) CUSTOMER has the option to extend for four (4) extension periods of one (1) year each ("Extension Term"), through the provision of written notice to CONTERRA not less than one hundred eighty (180) days before the Expiration Date or the end of the Extension Term. The Monthly Service Fee may be adjusted as of the first day of any Extension Term (the "Adjustment Date") by mutual agreement, in writing, by the parties no later than 180 days prior to the Expiration Date or the end of the Extension Term
  - (ii) The CUSTOMER may extend the initial contract term, or any extension term if such extension is necessary, to make the term of this agreement coincide with the "funding year" or implementation period" as defined by E-rate rules.
- (c) Termination by CONTERRA for Loss of E-Rate Funding. The parties acknowledge and agree that this Agreement is contingent upon CUSTOMER filing for and obtaining E-Rate Funding for the Services from the SLD. If E-Rate Funding for this project is not maintained by SLD after the first year of this Agreement, CONTERRA will make all reasonable efforts to maintain Services for CUSTOMER. CUSTOMER may assume full liability for Services or, after the third year of this Agreement, request a re-price of Services. Notwithstanding the above, CONTERRA reserves the right to terminate this Agreement if new payment arrangements cannot be made and will face no financial penalties by providing prompt written notification of such occurrence to CUSTOMER. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received, without penalty or expense to CUSTOMER of any kind whatsoever; provided, however, that CUSTOMER will remain liable to CONTERRA for any payments attributable to periods for which E-Rate funds have been committed and CUSTOMER shall be responsible for returning the Infrastructure that CONTERRA requests be returned.
- (d) Termination by CUSTOMER. The parties further acknowledge and agree that if the CUSTOMER terminates this Agreement after the network is deployed, CUSTOMER shall pay CONTERRA the cost to de-deploy the CONTERRA-owned Infrastructure. In addition, the CUSTOMER shall pay 100% of all remaining monthly costs and fees due through the end of the contract term. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received. CUSTOMER also agrees to not procure services from any other provider which are similar or analogous to services provided under this Agreement for the entire unexpired Initial Term of this Agreement.
- (e) Termination by CUSTOMER. If CONTERRA repeatedly and persistently fails to substantially provide the Services as required by the terms of this Agreement, CUSTOMER may terminate this Agreement by written notice to CONTERRA. CUSTOMER shall give CONTERRA ninety (90) days written notice of such intention to terminate and an opportunity to cure any such default. In the event that CONTERRA commences to cure and diligently pursues cure during that ninety (90) day period, then CUSTOMER may not terminate this Agreement.
- (f) Termination by CONTERRA. If CUSTOMER breaches this Agreement, and following a minimum thirty (30) day written notice to CUSTOMER, CONTERRA reserves the right in its discretion to suspend or terminate this Agreement and to disconnect the Services, in whole or in part, with just cause as provided for by this Agreement, and providing the cause has been fully declared to the CUSTOMER, allowing the CUSTOMER the thirty (30) days to cure said cause. In addition CUSTOMER shall pay the 100% of all remaining monthly costs and fees.



- (g) Termination by CONTERRA. If CONTERRA is unable to secure lease, licenses, easements, right of ways, pole attachments or other necessary requirements or provision a third party intermediary site under commercially reasonable terms and conditions as determined in the sole discretion of CONTERRA, and the site in question is essential to providing the Services, CONTERRA may terminate this Agreement in part or whole.
- (h) Termination of Agreement in Order to Seek Alternate Services. In the event that this Agreement is terminated under Section 9, CUSTOMER shall not procure services from any other provider which are similar or analogous to the Services provided under this Agreement for the remainder of the Initial or any then in effect Extension Term of this Agreement.

**10. Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws principles.

**11. Mediation.** In the event of an alleged breach of this Agreement by CONTERRA or CUSTOMER or in the event of any other dispute arising out of this Agreement and involving CONTERRA and CUSTOMER such breach or dispute initially shall be submitted to nonbinding mediation prior to the institution of any litigation. The parties agree to utilize the services of a retired judge, or other qualified mediator mutually acceptable to both parties.

**12. Miscellaneous.**

- (a) Entire Telecommunications Service Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the parties hereto.
- (b) No Third Party Beneficiaries. This Agreement is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the CONTERRA Indemnified Parties.
- (c) Lowest Corresponding Price ("LCP"). The Services provided under this Agreement have been awarded under a competitive bid process and involved the filing of an FCC Form 470, thus meet the FCC/USAC requirements for LCP.
- (d) Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.
- (e) No Assignment. CUSTOMER may not assign this Agreement and CUSTOMER'S rights and obligations under this Agreement may not be assigned in whole or in part without CONTERRA's prior written consent. CONTERRA may freely assign this Agreement.
- (f) CUSTOMER Contact. CUSTOMER shall designate a Representative who shall have the authority to represent and bind the CUSTOMER in all of its dealings with CONTERRA, and shall serve as a contact person in the event that CONTERRA needs to contact the CUSTOMER for any reason. Representative's contact information is as follows:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

- (f) Replacement of CUSTOMER Representative. In the event that CUSTOMER replaces Representative, CUSTOMER shall appoint a new Representative and provide CONTERRA written notice of such change and the new Representative's contact information within five (5) days.

- (g) Site Specific Services. The Services are provided to the sites initially selected by CUSTOMER and reflected on Attachment A. CUSTOMER may not transfer the Services to another location without CONTERRA's prior written consent (even if CUSTOMER moves to a new place of business).
- (h) Information Availability. CONTERRA shall have no obligation to make any specific information, data, service, programs, newsgroups or other material available through the Services and may block any such material in its sole discretion.
- (i) Policies. CONTERRA's Privacy Policy, Acceptable Use Policy and other policies set forth on the CONTERRA Internet Site from time to time are incorporated herein by reference and are an integral part of this Service Agreement.
- (j) Remedies Non-Exclusive. Wherever a remedy is expressly provided to CONTERRA hereunder, such remedy is intended to add rather than to restrict all of CONTERRA's remedies in law and equity.
- (k) No Waiver. If CONTERRA fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by CUSTOMER. Any waiver must be in writing and signed by CONTERRA.
- (l) Counterparts. This Agreement may be executed in separate original counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Agreement.

BY SIGNING BELOW, I AUTHORIZE DEPLOYMENT AND ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL OF THE PRECEEDING TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND THE POLICIES INCORPORATED HEREIN BY REFERENCE.

**River Delta Joint Unified School District**

**Conterra Wireless Broadband, LLC**

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**

The deployment of the Services set forth herein are subject to but not limited to the procurement of leases, licenses, easements, right of ways, pole attachments, and other ancillary requirements. In the event, CONTERRA is not able, through no fault of its own, to procure the ancillary requirements in a commercially reasonable time and manner, CONTERRA reserves the right to modify the network as CONTERRA deems appropriate.

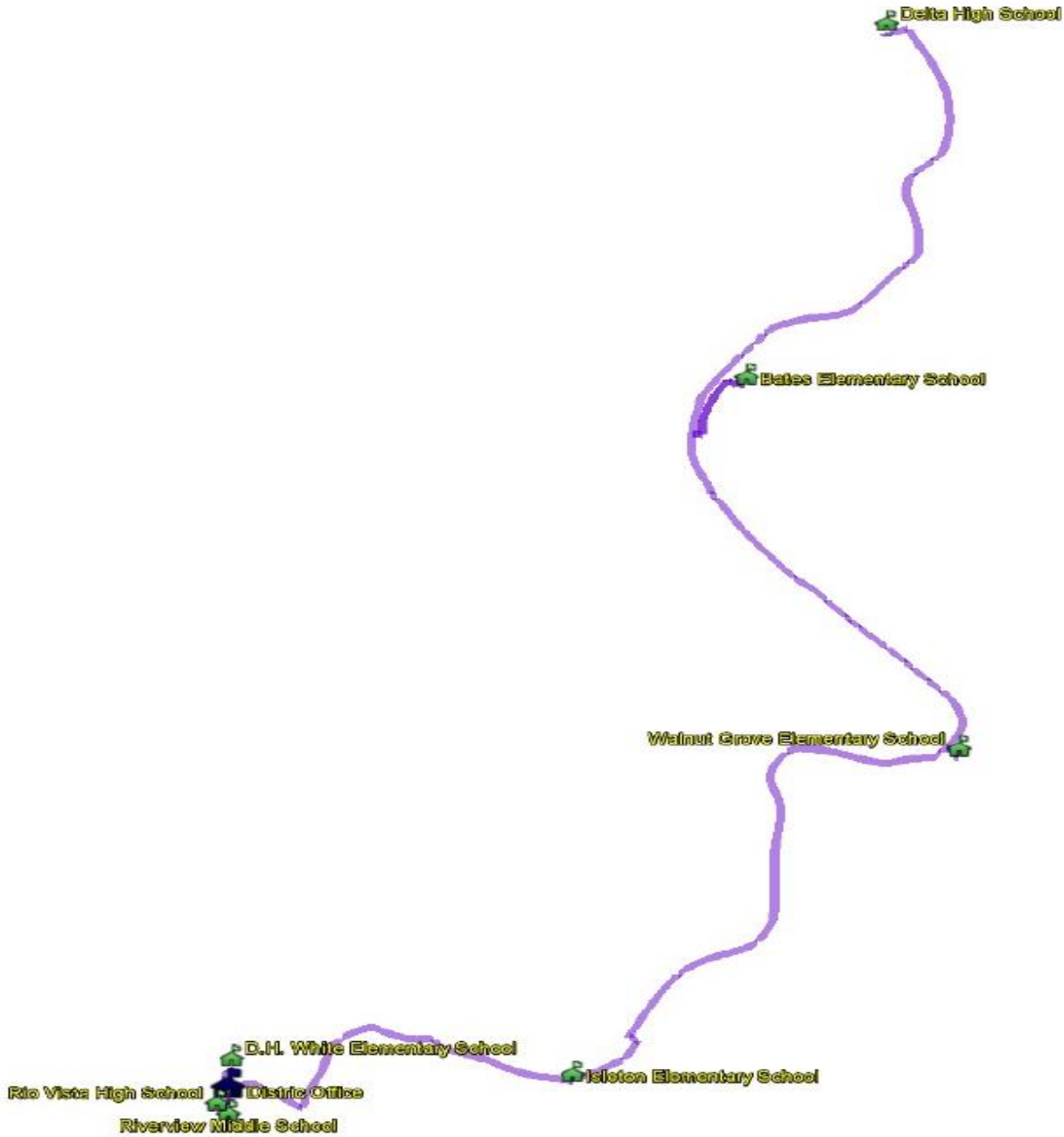
**River Delta Joint Unified School District**

<b>Narrative Description: Wide Area Network (WAN) Service including 100 Mbps Ethernet Connections to each of the listed sites below. The Service complies with the Schools and Libraries Division’s Wide Area Network (WAN) Fact Sheet.</b>				
Quantity	Product or Service Description	Unit (per location)	Extended Cost	
			Total Recurring	Total Non-Recurring
8	100 Mbps Ethernet-Based Wide Area Network Services	\$1,976.00	\$15,508.00	\$0.00

Service Locations				
Site Name	Address	City	State	Zip
RDJUSD District Office	445 Montezuma Street	Rio Vista	CA	94571
D.H. White Elementary School	500 Elm Way	Rio Vista	CA	94571
Riverview Middle School	525 South 2 <sup>nd</sup> Street	Rio Vista	CA	94571
Rio Vista High School	410 South Fourth Street	Rio Vista	CA	94571
Isleton Elementary School	412 Union Street	Isleton	CA	95641
Bates Elementary School	180 Primasing Avenue	Courtland	CA	95615
Delta High School	52810 Netherlands Avenue	Clarksburg	CA	95612
Walnut Grove Elementary School	14181 Grove Street	Walnut Grove	CA	95690

### NETWORK DESIGN

*Network Design subject to change upon final engineering.*



Description of Services

The prices in this contract are based on the following assumptions:

- IT Director and/or Superintendent have authority to approve work plans and infrastructure locations.
- CUSTOMER provides assistance and support for zoning and building permits as required by the local municipalities.
- CUSTOMER provides site access as required by CONTERRA personnel and contractors and provides contact names, phone numbers, fax numbers and e-mail addresses.
- CUSTOMER provides connectivity between CONTERRA and CUSTOMER's equipment with a standard Layer 2 interface in the form of a LC-LC MM fiber cable.
- CUSTOMER provides a free and clear path from the exterior of the building to interior infrastructure location(s) for all cable and other necessary cable/wire runs including, but not limited to, building penetrations, inside conduit and proper authorizations from the building owner.
- CUSTOMER provides unobstructed access to the grounds, interior and roof top(s) for infrastructure location and construction regardless of building ownership. Infrastructure may include, but not be limited to fiber mounting structures, cabinets and wall racks.
- Interior environmental conditions conducive to the proper operations of electronics infrastructure.
- CUSTOMER's existing back-up power supply, where available, accepts Conterra's infrastructure.
- All Change Orders will be billed at cost plus 20% and are borne by the CUSTOMER.

Additional Notes on E-Rate Eligible Services

- All infrastructure utilized in the provision of this service belongs to CONTERRA and if physically located at a particular site, is only used as integral component of the eligible Services listed above.
- All on-premise Infrastructure which is used by CONTERRA to provide Services listed above is provided by CONTERRA and not by another service provider.
- As clearly indicated in this Agreement, responsibility for maintaining the infrastructure rests solely with CONTERRA and not with another service provider.
- Ownership of CONTERRA's Infrastructure will not transfer to the CUSTOMER in the future, and as clearly indicated in this Agreement, CUSTOMER does not have an option to purchase the infrastructure.
- CONTERRA's on-premise Infrastructure will not be used by the CUSTOMER for any other purpose other than to receive the eligible Services listed above.
- CUSTOMER's Local Area Network, if any, is functional without dependence on CONTERRA's Infrastructure.
- As indicated in this Agreement, there is no contractual, technical, or other limitation that would prevent CONTERRA from using its network Infrastructure in part for other customers.

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



**BOARD AGENDA BRIEFING**

Meeting Date: March 13, 2018 Attachments:   X  

From: Elizabeth Keema-Aston, Chief Business Officer Item Number:   19  

**SUBJECT** Approval of Contract with GigaKOM for Network Equipment contingent on Y21 E-Rate funding. Action:   x    
Consent Action:             
Information Only:           

**Background:**

The district submitted a Request for Proposal (RFP) for Network Equipment for E-rate year 2018 (YR 21). By applying for the e-rate funding and going out to bid, the district is guaranteed to get the best possible price for the network equipment. The RFP was posted on January 5, 2018 with February 6, 2018 as the response deadline. The district has reviewed the contracts and selected a winning bid. The District is reserving the right to purchase equipment for all or a portion of the sites.

**Status:** Upon Board approval the district will enter into the agreement with GigaKOM for the purchase of Network equipment specified in the bid, in all or part as decided by the district. The order will be placed in FY 2018-19 after confirmation of E-rate funding has been secured.

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

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

**Cost &/or Funding Sources**

Not to exceed \$20,000, Resource. 9010 - Microsoft Voucher grant and \$38,000 from Unrestricted General funds.

**Recommendation:**

That the board approves the Contract with GigaKOM for Network electronics.

Time:   3   mins.

RIVER DELTA JT UNIFIED SCHOOL DISTRICT

Erate YR21 (2018-19)

board date is March 13,2018  
Contract date is March 14, 2018

Gigakom SPIN - 143027209  
Contract Date: 3-14-2018  
Contract End Date: 9-30-2019

Walnut Grove Elementary School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
901-R610-US00	4	Ruckus WAP	\$ 456.45	\$ 1,825.80	1	
803-R610-1000	4	Ruckus WAP- Support	\$ 46.82	\$ 187.28	2	
901-R710-US00	1	Ruckus WAP	\$ 660.45	\$ 660.45	3	
803-R710-1000	1	Ruckus WAP- Support	\$ 67.63	\$ 67.63	4	
				Sub total	\$ 2,741.16	
				Taxes 8.125	\$ 202.01	5
				Installation	\$ 440.00	6
				<b>Grand Total</b>	<b>\$ 3,383.17</b>	
				Erate at 80%	\$ 2,706.53	

CAT2 remaining

District Share

4255.99

\$ 676.63

Rio Vista High School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
901-R610-US00	15	Ruckus WAP	\$ 456.45	\$ 6,846.75	1	
803-R610-1000	15	Ruckus WAP- Support	\$ 46.82	\$ 702.30	2	
901-R710-US00	7	Ruckus WAP	\$ 660.45	\$ 4,623.15	3	
803-R710-1000	7	Ruckus WAP- Support	\$ 67.63	\$ 473.41	4	
WS-C2960X-48FPD-L	4	Stackable Gigabit Ethernet switches- Cisco	\$ 3,751.25	\$ 15,005.00	5	
				Sub total	\$ 27,650.61	
				Taxes 8.125	\$ 2,151.09	6
				Installation	\$ 1,650.00	7
				<b>Grand Total</b>	<b>\$ 31,451.70</b>	
				Erate at 80%	\$ 25,161.36	

47825.28

\$ 6,290.34

Riverview Middle School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
901-R610-US00	4	Ruckus WAP	\$ 456.45	\$ 1,825.80	1	
803-R610-1000	4	Ruckus WAP- Support	\$ 46.82	\$ 187.28	2	
901-R710-US00	3	Ruckus WAP	\$ 660.45	\$ 1,981.35	3	
803-R710-1000	3	Ruckus WAP- Support	\$ 67.63	\$ 202.89	4	
WS-C2960X-48FPD-L	4	Stackable Gigabit Ethernet switches- Cisco	\$ 3,751.25	\$ 15,005.00	5	
				Sub total	\$ 19,202.32	
				Taxes 8.125	\$ 1,528.49	6
				Installation	\$ 940.00	7
				<b>Grand Total</b>	<b>\$ 21,670.81</b>	
				Erate at 80%	\$ 17,336.65	

30814.77

\$ 4,334.16

Mokelumne High School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
901-R610-US00	1	Ruckus WAP	\$ 456.45	\$ 456.45	1	
803-R610-1000	1	Ruckus WAP- Support	\$ 46.82	\$ 46.82	2	
901-R710-US00	1	Ruckus WAP	\$ 660.45	\$ 660.45	3	
803-R710-1000	1	Ruckus WAP- Support	\$ 67.63	\$ 67.63	4	
				Sub total	\$ 1,231.35	
				Taxes 8.125	\$ 90.75	5
				Installation	\$ 250.00	6
				<b>Grand Total</b>	<b>\$ 1,572.10</b>	

no dollars left

\$ 1,572.10

Isleton Elementary School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
901-R610-US00	1	Ruckus WAP	\$ 456.45	\$ 456.45	1	
803-R610-1000	1	Ruckus WAP- Support	\$ 46.82	\$ 46.82	2	
C9300-48P-E	2	Stackable enterprise switch - Cisco	\$ 4,839.90	\$ 9,679.80	3	
SMX3000LVNC	3	Smart UPS- APC	\$ 1,498.31	\$ 4,494.93	4	
				Sub total	\$ 14,678.00	
				Taxes 8.125	\$ 1,188.78	5
				Installation	\$ 2,850.00	6
				<b>Grand Total</b>	<b>\$ 18,716.78</b>	
				Erate at 80%	\$ 14,973.43	

20714.98

\$ 3,743.36



Bates Elementary School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
901-R610-US00	5	Ruckus WAP	\$ 456.45	\$ 2,282.25	1	
803-R610-1000	5	Ruckus WAP- Support	\$ 46.82	\$ 234.10	2	
901-R710-US00	3	Ruckus WAP	\$ 660.45	\$ 1,981.35	3	
803-R710-1000	3	Ruckus WAP- Support	\$ 67.63	\$ 202.89	4	
		Sub total		\$ 4,700.59		
		Taxes 8.125		\$ 346.42	5	
		Installation		\$ 480.00	6	
		Grand Total		\$ 5,527.01		

210.35 \$ 5,527.01

Clarksburg Middle School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
C9300-48P-E	4	Stackable Gigabit Ethernet switches- Cisco	\$ 4,839.90	\$ 19,359.60	1	
SMX3000LVNC	2	Smart UPS - APC	\$ 1,498.31	\$ 2,996.62	2	
		Sub total		\$ 22,356.22		
		Taxes 8.125		\$ 1,816.44	3	
		Installation		\$ 790.00	4	
		Grand Total		\$ 24,962.66		
		Erate at 80%		\$ 19,970.13		

33282.42 \$ 4,992.53

Delta High School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
901-R610-US00	15	Ruckus WAP	\$ 456.45	\$ 6,846.75	1	
803-R610-1000	15	Ruckus WAP- Support	\$ 46.82	\$ 702.30	2	
901-R710-US00	5	Ruckus WAP	\$ 660.45	\$ 3,302.25	3	
803-R710-1000	5	Ruckus WAP- Support	\$ 67.63	\$ 338.15	4	
		Sub total		\$ 11,189.45		
		Taxes 8.125		\$ 824.61	5	
		Installation		\$ 950.00	6	
		Grand Total		\$ 12,964.06		

no funds \$ 12,964.06

D H White Elementary School						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
901-R610-US00	8	Ruckus WAP	\$ 456.45	\$ 3,651.60	1	
803-R610-1000	8	Ruckus WAP- Support	\$ 46.82	\$ 374.56	2	
901-R710-US00	2	Ruckus WAP	\$ 660.45	\$ 1,320.90	3	
803-R710-1000	2	Ruckus WAP- Support	\$ 67.63	\$ 135.26	4	
C9300-48P-E	5	Stackable Gigabit Ethernet switches- Cisco	\$ 4,839.90	\$ 24,199.50	5	
		Sub total		\$ 29,681.82		
		Taxes 8.125		\$ 2,370.23	6	
		Installation		\$ 1,150.00	7	
		Grand Total		\$ 33,202.05		
		Erate at 80%		\$ 26,561.64		

47733.49 \$ 6,640.41

Non Erate Eligible Items						
Part Number	Qty	Description	Unit Price	Extended Cost	Line Item	FRN
CON-SNT-C93004PE	11	Ruckus WAP	460.24	\$ 5,062.64		
CON-SNT-WSC296XL	8	Ruckus WAP	395.84	\$ 3,166.72		
		Sub total		\$ 8,229.36		
		Taxes 8.125		\$ -		
		Installation		\$ -		
		Grand Total		\$ 8,229.36		

\$ 8,229.36

Total \$ 26,677.43  
\$ 28,292.52  
\$ 54,969.95



GigaKOM Proposal for

River Delta Joint Unified School District

**Internal Connections and/or BMIC  
470 # 180012995**

By

**GigaKOM**

E-Rate 2018 – 7/1/2018 to 6/30/2019

SPIN # 143027209  
FCC # 0011991395  
Certified Small Business Micro # 40936  
DIR Registration # 1000003984  
Contractor License # 910431  
CPUC # U-1202-C

Date: 2/5/18

*GigaKOM respectfully requests that the information in this proposal not be used or disclosed, in full or part, for any purpose other than that for which it was originally furnished without prior written permission of GigaKOM.*





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## **1. Cover Letter**

Dear Concerned Parties,

GigaKOM thanks you for the opportunity to present our Category 2 erate proposal. We have carefully constructed a complete technical solution that will serve your District for many, many years.

GigaKOM is a full-service *Information Technology Solutions Provider*, as we specialize in full cycle IT Solutions. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services. Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM is your strategic partner and trusted advisor. We will engage with you to create and execute your strategic goals. GigaKOM's engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HP, Aerohive, Ruckus Microsoft, VMWare, and more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services. We have completed projects from a single-server upgrade to the design and installation of complete data centers.

Thank you for your consideration and the opportunity to partner with River Delta Joint Unified School District this erate Category 2 Project.

### **Michael Franklin**

P 858-769-546

F 858-565-2453

[michaelfranklin@gigakom.com](mailto:michaelfranklin@gigakom.com)

GigaKOM

3615 Kearny Villa Road

Suite 201

San Diego, CA 92123

[www.gigakom.com](http://www.gigakom.com)



## 2 **GigaKOM Contacts**

The GigaKOM contacts for this proposal are:

Contacts:

Michael Franklin  
Account Manager  
Phone: (858) 769-5416  
Fax: (858) 565-2453  
[michaelfranklin@gigkaom.com](mailto:michaelfranklin@gigkaom.com)

Greg Argendeli  
VP Engineering Services  
Phone: (858) 769-5403  
Fax: (858) 565-2443  
[arg@gigakom.com](mailto:arg@gigakom.com)

### Office Locations

- MAIN OFFICE/San Diego  
3615 Kearny Villa Road, Suite 201  
San Diego, CA 92123
- Los Angeles  
9107 Wilshire Blvd. Suite 450  
Beverly Hills, CA 90210
- Northern California  
3511 Thomas Road, Suite 9  
Santa Clara, CA 95054
- Bay Area  
1600 Harbor Bay Parkway, Ste 100  
Alameda, CA 94502
- Central California  
4450 California Ave, Suite 192  
Bakersfield, CA 93309
- Fresno  
1713 Tulare St  
Fresno, CA 93721

### 3 Introduction – Description of Firm

This proposal is for GigaKOM to assist River Delta Joint Unified School District with Category 2 Internal Connections for E-Rate Eligible Network and Telecommunications Systems.

GigaKOM is a full service *Information Technology Solutions Provider*. We specialize in Technology for Education. Our vision is to improve the stability of each and every network we service. We have partnered with the industry’s best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has delivered solutions ranging from desktops, mobile devices, and classroom technology to complete networks and data centers including virtualization. Our solutions ensure access to the vast array of technology resources that are available to improve your District’s efficiency and learning experience. GigaKOM’s engineers hold the highest level of certifications and training with multiple manufactures including Cisco, HPE / Aruba, Aerohive, Ruckus, Microsoft, VMWare, Xirrus and more.

GigaKOM is a California Corporation providing IT services and support since 2003. Additionally, GigaKOM is a certified Small Business with the State of California, Department of General Services.

GigaKOM is an established vendor that has been providing ERATE and non-ERATE services for the past nine years throughout California, utilizing employees that have been in the program since year one (including a former California Certified ERATE Trainer). We have completed projects from a single-server upgrade to the design and installation of complete school data centers.





## **4 Experience and Qualifications**

GigaKOM is a full service *Information Technology Solutions Provider*. Our vision is to improve the stability of each and every network we service. We have partnered with the industry's best network and system manufacturers to provide you with cost effective, superior products and services.

Our staff is highly qualified and is always available to assist you with any of your technical needs. GigaKOM has created solutions ranging from desktops to complete networks that ensure access to the vast array of technology resources that are available to improve your business efficiency. GigaKOM's engineers hold the highest level of certification.

GigaKOM has completed multiple enterprise level implementations in all the areas below, as well as technologies not listed. Please see References section for a sample of projects completed.

### **Systems Integration:**

GigaKOM provides professional computer solutions and services to improve the client's technological capabilities.

Infrastructure design and installation, Integration services, and Implementation management are mission-critical to any technology project. GigaKOM integrates these services to provide a single source for all computing needs. Below are samples of the ways that GigaKOM can assist our Education clients.

### **Local and Wide Area Network (LAN/WAN) Design & Implementation Services:**

GigaKOM helps organizations design, install, and maintain enterprise-wide systems for voice, video, and data communications. Utilizing industry standard technology and certified engineers and project managers, GigaKOM works with organizations to ensure stable, robust, and expandable solutions for our client's needs. Network documentation and infrastructure testing capabilities are an integral part of the LAN/WAN services.

### **Security Services:**

GigaKOM provides our clients with the programs and tools necessary to ensure network security at all levels. GigaKOM analyzes, recommends, installs security systems, and assists in establishing policies and procedures to provide the highest level of technology security available. GigaKOM provides an array of security provisions: physical security, desktop provisions, virus protection software, firewalls, intrusion detection systems, and internet filtering capabilities.

### **Hardware and Software Services:**

GigaKOM, through its experience and partnerships, offers a high level of expertise in product selection, purchasing, installation, and maintenance – from desktop computers to the entire network infrastructure. GigaKOM offers a hardware/software asset management and license compliance service.

### **Cloud Computing, Virtualization and Thin Client:**

GigaKOM guides businesses in decision and implementation of Cloud, Virtualization and Thin Client solutions.

Cloud Computing provides for decentralization of hardware, risk and recovery advantages, as well as Access-Anywhere capabilities.

Thin-client technology transforms networks from a collection of decentralized computer devices into a centrally manageable computing environment, providing low-cost, standardized, easily updateable, and centralized systems.

Virtualization provides many benefits including fail-over and redundancy solutions, leveraging hardware utilization, and cost savings in power, facilities and management.





**Network Management and Maintenance:**

GigaKOM provides comprehensive network maintenance solutions customer tailored to meet each individual client’s network requirements. From hardware warranty programs, to labor support and complete network management programs, GigaKOM has the program and expertise to keep networks running at their optimal capabilities.

GigaKOM wants to be your Partner in Educational Technology. We are certified by all major IT manufacturers and specialize in servicing customers throughout the South Western United States.

**5 Certifications, Training and Specializations:**

Listed are some of our Partner and Certifications

**Cisco**

Company Certification

- Premier Certified Partner

Specializations

- Advanced Unified Communications
- Express Foundation
- Cisco Capital Financing
- Cisco Smart Care Services
- Cisco Smart Care



Professional Certification and Training

- CCIE, CCNP, CCDA and more

**Microsoft**

Company Certification

- Authorized Partner



Specializations

- Educational Licensing Authorized

**HPE - Aruba**

Company Certification

- HPE Aruba Gold Partner
- Networking Elite



Specializations

- Public Sector

**VMWare**

Company Certification

- Professional
- Educational Licensing



**Xirrus Wireless**

Company Certification

- Gold Certification



**Aerohive Wireless**

Company Certification

- Elite Certified Partner



**Ruckus Wireless**

Company Certification

- Certified Partner



**MileStone**

Company Certification

- Gold Certification



## 6 Master Contracts and Purchasing Authorizations:

In order to best serve our Government and Educational customers, GigaKOM has multiple purchasing vehicles available. Our contracts include:

**CMAS Contract ID 3-17-70-2346J**

- Cisco Networking Equipment
- Cisco Services
- HPE Networking Equipment and Services
- HPI Computer Systems and Services
- Data Communications – Equipment



**CMAS Contract ID 3-15-84-0014B**

- Ruckus Wireless



**CMAS Contract ID 3-13-70-2346E**

- Technical Labor Services

**CMAS Contract ID 3-12-70-2346F**

- Axis



**CMAS Contract ID 3-13-70-2346H**

- Aerohive



**GSA Schedule GS-35F-0143R**

- APC
- Ergotron
- HP, HPE, HPi
- Lenovo
- NEC
- Sony
- Tripplite
- Xerox



**GSA Schedule GS-35F-0349S**

- Cisco Networking Communications
- Hewlett Packard Enterprise
- Hewlett Packard, Inc



**WSCA NASPO Contract AR-233**

- Cisco Networking Communications
- Cisco Maintenance
- Cisco Services
- Cisco Servers
- Cisco Software



**WSCA Contract – HP**

- HP ProLiant Hardware
- HP Blade Systems
- HP Storage Products
- HP Printer





- HP Personal Computer Hardware
- HP Services
- HP Accessories

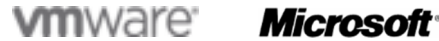
**SPURR contract ID #SMC-ER-025**

- ApplianSys CacheBox



**Educational Licensing Agreements**

- Microsoft
- VMWare



For further information on these contracts please contact your GigaKOM sales representative for terms, conditions and product pricing.

Contracts listed are for reference and referral. Contracts listed may be utilized at part or all of product and service fulfillment. No bid is considered to be under one or any of the above contracts unless specifically outlined within the purchase agreement and confirmed by both parties. Additional fees may be charged by the Government Agency in association with the contract. Please refer to terms of schedule.

## **7 Methodology for Providing Services**

GigaKOM proposes the following phased approach for new component integration into your network. With this approach GigaKOM will define activities needed to successfully deploy and operate new system(s) and optimize performance during the lifecycle of the solution.

Phase approach includes:

1. Preparation and Response Phase
2. Assessment Phase
3. Implementation Phase
4. Operation and Optimization Phase

In Preparation and Response Phase, GigaKOM will respond to customer's solution request based on requirements specified and propose a High Level Design and product to address customer's needs.

Assessment Phase will determine if the existing system infrastructure, sites, and operational environment are able to support its proposed system.

During the Implementation Phase, GigaKOM will install the new technology into the customer's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

During the Operation and Optimization Phase, GigaKOM will ensure that the newly implemented solution is operating efficiently and is highly available. GigaKOM, at customer request, will propose a Maintenance support structure to help ensure that the customer's networks are operating at peak performance, resolve problems quickly as they arise, and adapt the architecture, operation, and performance of the network to change.

### **Preparation and Response Phase:**

In this phase GigaKOM will analyze customer needs and identify and confirm the product in High Level Design Development. We will list all necessary parts numbers and any additional hardware



that will be needed to deliver the solution. We will allocate key members of the team trained and certified in the technology (per customer requirements).

### **Assessment Phase:**

GigaKOM will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. GigaKOM will identify physical, environmental, electrical and procedural modification that should be made prior to implementation. As part of the assessment GigaKOM will provide Assessment Analysis documents for each of the below specified actions with findings and the mitigation plan with any potential costs.

#### *Methodology for Assessment:*

**Site Readiness Assessment,** We will prepare for your deployment with a comprehensive site assessment that evaluates the readiness of your current facilities infrastructure to support the new technology. You will identify physical, environmental, and electrical modifications that should be made prior to implementation.

There are three activities associated with the site readiness assessment service component.

- Prepare for a site readiness assessment
- Conduct a facility site(s) survey
- Perform a site assessment gap analysis.

The site readiness assessment service component assesses the ability of the customer's site facilities to accommodate the new technology system. Following completion of the site survey, you will identify any gaps with site requirements specifications.

**Network Readiness Assessment:** GigaKOM will prepare for your solution deployment by assessing the readiness of your existing network infrastructure and determining any modifications that should be made prior to implementation. The modifications could include physical and logical configurations, solution capacity, quality of service (QoS), and solution resiliency, security, and integration with existing legacy platforms. The network readiness assessment service component assesses the customer's existing network infrastructure and applications to verify its ability to support the proposed technology system. This service also analyzes the physical and logical configuration of the network and analyzes network design issues, such as scalability, Quality of Service, network resiliency and security, and the potential effects of integrating the proposed system with existing infrastructure.

**Operations Readiness Assessment:** GigaKOM will prepare for your technology solution deployment with a comprehensive assessment that evaluates the readiness of the people, processes, and tools in your current operations and network management infrastructure for both voice and data to support the new solution. The operations readiness assessment service component assesses the current state of customers' operations and network management infrastructure, including people, processes, and tools, to identify issues and opportunities for improvement.

In addition, the operations readiness assessment identifies issues pertinent to defining, monitoring, and maintaining the proposed system service-level requirements, which are measured through availability, capacity, and security metrics. It also identifies the customer's support model and associated skills and knowledge requirements.

- GigaKOM will collect and verify information about current operations support infrastructure
- GigaKOM will identify customer support model



- GigaKOM will identify skills and knowledge requirement to support new solution

### **Implementation Phase:**

During the implementation phase, GigaKOM will install the new technology into the customer's network, ensuring it is integrated without disrupting the network or creating points of vulnerability.

#### Steps for Implementation Phase

- Project Planning
- Kickoff
- Staging
- Implementation
  - Core Components Rollout
  - System Integration
  - System Migration ( as requested per customer)
- Training
- As Built Documentation

### **Project Planning:**

During project planning GigaKOM will develop the project management, escalation, and communication plans, and conduct an internal kick-off meeting.

### **Kickoff:**

During implementation project kickoff GigaKOM will conduct the kickoff meeting with all parties involved in the deployment of system. At the meeting parties will review and confirm implementation milestones, roles, and responsibilities using a project plan, as well as review the escalation and communication plans to ensure everyone is on the same page, and share the plan for leading the project to a successful completion. The District will be provided access to an on-line portal with the ability to view and track the project as phases are planned and implemented.

### **Staging:**

During staging, GigaKOM will stage the communications hardware and software to be installed in the customer's network. GigaKOM will test the solution components in a non-production lab environment. After the successful completion of staging, the hardware delivered to the customer site and made ready for the implementation phase.

### **Implementation:**

- Core Component Rollout: During core product implementation GigaKOM will install, configure, integrate, and test the solution components, providing an implemented production ready solution, making it ready for the integration of National City's existing users and services from existing infrastructure to the new solution.

- Legacy System Integration: The legacy systems as applicable will undergo an integration of the customer's network solution components and requires the validation of integration options that are compatible with the new solution. GigaKOM will perform the test and integration between the systems.

### **Training:**

GigaKOM will prepare and conduct end-user training and staff training. GigaKOM will give customized training to each user group according to the staff training plan and train end users only on those features they are allowed to use according to business policy.



### **As Built Documentation:**

During as built documentation, as the final stage of Implementation phase GigaKOM will compile documentation of the current system in an as built solution binder. In the binder, you will include logical and physical topology maps, IP schemes, serial numbers, application configurations, and legacy migration or integration configurations. Additionally, you will finalize network documentation that reflects as built information for the customer, including specific design requirements and configurations.

- Compile documentation into a as built solution binder
  - o Logical and physical topology maps
  - o Dial plans
  - o Serial numbers
  - o Legacy configurations
  - o Application Configuration

### **Operation and Optimization phase:**

During the operation phase, we will justify customer network investment protection by ensuring that the newly implemented solution is operating efficiently and is highly available. During operations setup, we will set up the customer to provide operational support to the network, including development of an operational support plan and an Ongoing Support Handoff Kit. Assisting the customer in developing processes to manage the system in ongoing operations mode, including system administration and backup, assessment management, and scheduled maintenance is another aspect of the operations setup.

- Develop an Operation Support Plan
- Assist the customer in developing process to manage the system

Incident Management: During incident management, we will classify, prioritize, isolate, and resolve incidents and track and monitor incidents. Any required changes to the system are submitted to the formal change management process, and incidents are tracked and managed in a case management system. It is also important to manage real-time incidents with the system components via the incident-management process, which includes multiple levels of support that create and maintain the status of an incident through resolution and closure.

- Classify, prioritize, isolate and resolve incidents
- Incidents are tracked and managed in case management system - Autotask
  - Incident Management Steps:
    1. Identify Incident
    2. Classify and prioritize the incident
    3. Isolate the incident
    4. Recover from incident outage
    5. Validate resolution
    6. Track and monitor progress
    7. Close the incident



## Support Services

GigaKOM's delivery of Support Services is dependent on the services required and specified by the client. Based on the services requested, GigaKOM follows the standard Methodologies for delivering the types of services as defined below.

Support Services can include the following components:

- **Manufacture maintenance agreements**
  - Software Downloads, bug fixes, security patching and technical
  - Hardware replacement warranties
- **Hardware replacement time and materials funding pools.**
- **Labor based technical support**
  - On-site technical support
  - Remote technical support
  - Remediation of technical issues
  - Labor based maintenance of network components to insure equipment operates at manufacture and industry specified performance levels.
- **Cable plant repair, upkeep and maintenance**

Based on the requested services from the client, GigaKOM would be prepared to meet expected maintenance windows as specified by the school.

For Basic Maintenance involving GigaKOM technical support, we provide a 24x7 contact number as well as a web-portal for the reporting of troubles on a customer network.

### **Manufacture maintenance agreements**

GigaKOM has partnered with most network manufactures to provide warranty solutions where available to provide eligible maintenance agreements.

For Maintenance agreements, GigaKOM will work with the district to verify eligible equipment identification, validate warranty levels and any End-of-support issues. GigaKOM will procure the maintenance contract with the manufacture and insure warranty is provided under the District's name and copies of the contract will be provided to the district.

For ineligible components or services, including Hardware warranties, GigaKOM will identify such components to the District and provide the District options to procure these services outside of E-rate funding.

### **Hardware replacement time and materials funding pools.**

Within E-Rate guidelines certain funding is available for time and materials repair and replacement for the maintenance and upkeep of eligible equipment. Where appropriate GigaKOM will work with District to identify the eligible equipment.

### **Labor Based Technical Support:**

Labor based technical support solutions are available to provide On-site technical support, remote technical support, remediation of technical issues designed to maintain eligible network components to insure equipment operates at manufacture and industry specified performance levels.

Our Solutions provide:

- Access to qualified technical assistance
- Ongoing operating system software updates and upgrades



- Systems diagnostics and remediation on select devices
- On demand and scheduled on site technical support

To be scheduled with GigaKOM and the client, based on recommendations from GigaKOM, we provide solutions that include:

- Network Device Configuration Backup
- Scheduled Network Software Upgrades
- Network Device IOS and Enhancement Review
- Weekly Windows Server Security and Health Check
- Server Operating System and Security Patching

### **GigaKOM Standards for Performance**

- Initial Engagement and Yearly Network Discovery and Mapping
- For all activity performed on a network, status reports of actions taken and tasks completed are provided.

### **Network Restoration Process**

Client desires the support and restoration of Network down problems caused by E-rate eligible equipment or cable plant.

Description: The following activities will be done by the GigaKOM over the term of the project as services are required.

- 1) Receive incident or request notification from Client personnel. This notification will come from the Client personnel who receive and respond to the initial problem call from the end user, and will only be forwarded to the GigaKOM technicians when it appears to be related to E-Rate eligible equipment.
- 2) Record all problem and request tickets in the GigaKOM ticket management system.
- 3) Perform "second level" incident and request handling using GigaKOM remote engineers. If necessary, we will dispatch a local GigaKOM field engineer. Additional engineers will be dispatched as needed to meet the service response requirement and will be dispatched immediately for more critical network down situations.
- 4) Provide "ownership to resolution" of GigaKOM handled incidents, report on the progress of problem resolution, confirm resolution of the incident with Client personnel, and log final resolution. Please note that in accordance with SLD guidelines, GigaKOM can provide eligible maintenance services as long as the equipment at issue is thought to be eligible. If the issue is determined to be caused by ineligible equipment, this will be reported back to Client personnel, and further work must be handled through Project Change Control.
- 5) Prioritize activities in accordance with documentation and procedural standards developed by GigaKOM and agreed to by Client.
- 6) Coordination and scheduling of GigaKOM resources.

Customers under a labor-based maintenance contract will be covered under the below Billing and Service Delivery Schedule unless specifically altered under contract.

## **BILLING AND SERVICE DELIVERY SCHEDULE**

### **I Response Times:**

GigaKOM provides for a 24 hour Customer Service Center access number, as well as on-line trouble ticketing portal. For tickets opened via one of these methods GigaKOM will provide during standard working hours:





### Response Times and Escalation Schedule

Priority	Description	Response Times	Escalation Policy	Billing Rate for Services
Critical (Priority 1)	Network down or critical impact to business operations. GigaKOM and end user will provide full-time resources to the situation resolution	<b>1 Hour:</b> Diagnostics begin <b>2 Hour:</b> technician assigned  <b>Next Business Day or better:</b> on-site dispatch if necessary	1 Hour: Service Supervisor  8 Hours Director of Operations  24Hours: President / CEO	Critical tickets are billed double rate with a minimum 2 hour billing.  Standard labor terms apply
High (Priority 2)	Operations of a Network are severely degraded; customer business operations are negatively impacted. GigaKOM and end user will commit full-time resources during normal business hours to address situation.	<b>2 Hour:</b> Diagnostics Begin  <b>4 Hours:</b> Technician assigned  <b>Next Business Day</b> on-site dispatch if necessary	4 Hour: Service Supervisor  24 Hours: Director of Operations  48 hours: President / CEO	High priority tickets are billed at a one and a half (1 ½) rate with minimum 2 hour billing.  Standard labor terms apply.
Medium / Normal (Priority 3)	Operational performance of the network is impaired. Business functions remain functional. GigaKOM and end user are willing to commit resources during standard business hours to restore service to satisfactory levels.	<b>4 to 8 Hours:</b> diagnostics and technician assigned  <b>On-site dispatch</b> (if required) as scheduled with End User.	24 Hour: Service Supervisor  48 hours: Director of Operations  72 Hour: Department Manager	Billing rate as quoted.  Standard labor terms apply.
Low (Priority 4)	Assistance or information requested. Typically product capabilities, installation or configuration issues.	<b>8 Hour:</b> Initial response.	72 Hours: Service Supervisor	Billing rate as quoted.  Standard labor terms apply

(all times listed are based on standard working hours)

The clock starts on all issues once the support request has been added to our Autotask ticketing system



## II Definitions:

*The service priority Critical, High, Medium, or Low is set at the initiation of the ticket and remains at that level through completion*

- Critical Priority is defined as a complete network down event or an event that has a critical impact to business operations. GigaKOM may assign multiple concurrent resources to critical events. The customer may request the ticket to be assigned to this priority based on the customer's business objectives.
- High Priority is defined as an event where operations of a network are severely degraded and business operations are negatively impacted. GigaKOM may assign multiple, concurrent resources to critical events. The customer may request the ticket to be assigned to this priority based on the customer's business objectives.
- Medium Priority is defined as an event that impairs the operational performance of the network, business operations remain functional but may be degraded. GigaKOM and the customer are willing to commit resourced during normal business hours to restore service. Unless otherwise requested by the customer, this is the default level for all service tickets.
- Low Priority is defined as a general assistance or informational request. Network Performance degradation is negligible. This level of service is most commonly associated with initial installation or configurations tickets. The customer may request the ticket to be assigned to this priority based on the customer's business objectives.

## III Standard Labor Terms

Travel:	Not billed unless specified in contract.
Standard:	All billing in 1/2 hour increments unless otherwise specified
Critical Priority:	2.0 x rate, 2 hour minimum billing
High Priority:	1.5x rate, 2 hour minimum billing
Overtime:	1.5 x rate, 1 hour minimum billing
Weekend:	1.5 x rate, 2 hour minimum billing
Holiday	2.0 x rate, 4 hour minimum billing

## Coverage

Standard: 8:00am to 5:00pm Monday through Friday PST



Overtime: Monday through Friday 5:00pm to 8:00am the following day

Weekend: Friday 5:00pm to 8:00am Monday

Holiday: 5:00pm prior day to Holiday to 8:00am the day after the holiday

## Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

A fee of \$250 will be assessed for customer cancellation of dispatched engineer, or customer not being ready.

## IV Billing Information

GigaKOM will invoice labor against the contract on a bi-weekly basis. Failure to pay invoices may lead to delays or suspension of GigaKOM services.

Hours used against a contact will be tracked by GigaKOM and will be available to customer upon request. In certain instances GigaKOM may exceed the contracted hours in the delivery of service. GigaKOM will invoice any additional hours at the rate agreed to under the contract and will provide notice to the customer when overages occur. Once identified, GigaKOM will work with customer to establish a change order or new contract for continuing services.

## V Responsibilities and Assumptions

- Customer to provide access to systems and facilities to facilitate work.
- Customer to provide GigaKOM with access to all equipment covered under this agreement. If such access is not provided, GigaKOM will have reduced or limited ability to address problems and provide resolution.
- Customer to provide necessary user names and passwords where applicable.
- Customer will identify at least one person to work with GigaKOM throughout the service request. This person will communicate with GigaKOM and provide information on a timely basis.
- For critical and high priority issues, customer will provide an escalation / alternate contact to issue timely communications and resources.
- For critical priority issues, customer is committed to working with GigaKOM on a 24-hour basis, if required, through problem resolution.
- Customer is responsible for providing a contact who is knowledgeable to the technical aspects of the problem.
- Customer to provide GigaKOM with a list of key personnel and contact information including after hours and escalations / approvals.
- Customer is responsible for having vendor / manufacture service support agreements necessary to maintain, trouble shoot and repair hardware and software issues.
- Customer will provide service provider account numbers, circuit ids, contacts and contract information where necessary to facilitate service delivery or resolution.
- Customer to provide a list of all contract service agreements, contact names, contact numbers and contract numbers for all service agreements to be managed by GigaKOM.
- Customer to provide any additional information required by GigaKOM.



- Customer to provide all necessary supplies and accessories, attachments or other devices incidental to the service.
- Customer is responsible for data, backups and / or migrations of data. GigaKOM is NOT responsible for the loss of customer data during remediation or migration processes.
- Customer is responsible for all necessary permits, licenses or authorities necessary for the provisioning of services.
- Customer will be responsible for additional materials, equipment, or loaner materials costs necessary to facilitate problem resolution.
- GigaKOM engineers obey all traffic, travel, and safety regulations.

GigaKOM shall not be responsible for service or Service Level Agreement degradation delays due to the lack of customer compliance with the above items.



## **8 Pricing**

- Pricing is based on volume pricing and any changes may result in price change and additional shipping charges
- Project performance and payment bond might not be included in the price, if requested they will be added as a line item on the total awarded amount
- GigaKOM recommends 10% contingency for project for any unforeseen add, move and changes.

Pricing is on the RFP and School breakdown Doc.



## **9 Universal Service Program Restrictions and Invoicing**

The Universal Service program has a number of restrictions on the use of the funds in order to collect discounts. The following restrictions are required for the district to receive the discounts on these services.

- Services and / or products will be limited to only those dealing with technical support of telecommunications and internal connections as specified in the latest version of FCC Document CC Docket No. 96—45 Schools and Libraries Eligibility List. Or the latest rules posted on the SLD web site (<http://www.sl.universalservice.org>). Any services and / or products not covered on the eligibility list must be covered under a separate contract and invoice.
- The services and / or products for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Discounts are not available for internal connections in non-instructional buildings of a school or school district, or in administrative buildings of a library, to the extent that a library system has separate administrative buildings, unless those internal connections are essential for the effective transport of information to an instructional building of a school or to a non-administrative building of a library. 47 C.F.R. § 54.506
- All services / products must be performed / supplied during the respective E-Rate funding year.
- GigaKOM is experienced, competent and complies with all USAC and SLD policies, programs and requirements for invoicing and billing.

## **10 Special Notes and Conditions**

Unless otherwise specified within the client bid or RFP, all implementations are based on a single deployment and installation. Additionally, it is assumed that all work and facilities will be done and available during normal working hours. Should multiple deployments be required, or sites and facilities not be available, additional fees may be applied.

### **GENERAL EXCLUSIONS**

- Unless identified previously within the scope of work, this proposal is not inclusive of fire penetration sleeves, conduit, concrete cores and/or roof penetrations. If required for installation, additional charges will apply.
- Unless identified previously within the scope of work, Gigakom will install racks in specified locations and in the appropriate manner. Additional charges will apply if the location is not structurally compliant with the installation requested and facilities work is needed.
- Unless identified previously within the scope of work, all existing conduit is expected to be free and clear of debris with an appropriate pull string provided. Additional charges will apply for debris removal or the fishing of conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of the removal and replacement of furniture during the installation, additional charges will apply, if necessary.
- Unless identified previously within the scope of work, this proposal is based upon normal working hours and does not include weekend or overtime. If weekend or overtime hours are required for this project, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of a Lift rental. If a Lift is required, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of additional labor time required for clean room environments. If clean room environments require special clothing, cleaning of tools, etc, additional charges will apply.



- Unless identified previously within the scope of work, this proposal is not inclusive of installing horizontal cable in a “sequential-by-building” fashion. If a “sequential-by-building” installation is required, this must be identified prior to cable installation and will require additional charges.
- Unless identified previously within the scope of work, this proposal is not inclusive of any voice or data cross-connects and/or patch cord installation. If cross-connects and/or patch cords are to be installed by Gigakom, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is not inclusive of any and all plywood backboards within each closet. If plywood backboards are required, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with parking is not included within this proposal. If parking fees are required during the installation, additional charges will apply.
- Unless identified previously within the scope of work, cost associated with securing material on site is not included within this proposal. If adequate secured storage is not able to be provided by the Customer, additional charges will apply.
- Unless identified previously within the scope of work, this proposal is based upon utilizing onsite trash receptacles for removal of trash debris. If trash receptacles are not made available, additional charges will apply.
- This proposal requires a minimum 2 weeks notice of installation for any and all modular furniture installed during this project. Additional charges may apply if notice of less than 2 weeks is provided.
- Unless identified previously within the scope of work, this proposal is based upon the Customer providing all necessary Ring and String or Conduit necessary for each work station location. Additional charges will apply to each location requiring Gigakom to provide ring and string or conduit.
- Unless identified previously within the scope of work, this proposal is not inclusive of Gigakom providing temporary power or sanitary facilities. Additional charges will apply if required.
- Unless identified previously within the scope of work, this proposal is not inclusive of removing any and all existing cable or cable supports. Additional charges will apply if required.
- Telephone Vendor will be responsible for labeling any and all patch panels related to voice circuit extensions. GigaKOM will provide said Telephone Vendor with a Cut-Sheet for each cable location.
- A 25% restock fee will be charged for all returned items. Special order items are non-returnable.
- Gigakom has several blanket endorsements included in its insurance policies. If separate endorsements are required, additional charges may apply.
- Parking on site shall be provided by customer at no cost to GigaKOM

## Terms and Conditions

### GigaKOM STANDARD TERMS AND CONDITIONS:

**LABOR PAYMENT TERMS:** Invoices shall be submitted bi-weekly. Invoices are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

**EQUIPMENT PAYMENT TERMS:** All payments are due upon receipt. For new accounts payments in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

**INTEREST:** If payment is not received by GigaKOM within 15 calendar days of the invoice date, the Customer shall pay us interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is greater) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

**TAXES:** Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

**COLLECTION COSTS:** In the event legal action is necessary to enforce the payment provisions of this Agreement, GigaKOM shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by GigaKOM in connection therewith and, in addition, the reasonable value of GigaKOM time and expenses spent in connection with such collection action, computed at GigaKOM prevailing fee schedule and expense policies.

**SUSPENSION OF SERVICES:** If the Customer fails to make payments when due or otherwise is in breach of this Agreement, GigaKOM may suspend performance of services upon five (5) calendar days notice to the Customer. GigaKOM shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

**TERMINATION OF SERVICES:** If the Customer fails to make payment to GigaKOM in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by GigaKOM.

**SET-OFF, BACKCHARGES DISCOUNTS:** Payment of invoices is in no case subject to unilateral discounting or set-off by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.



**RISK OF LOSS OR DAMAGE:** GigaKOM shall assume the risk of loss of, or damage to equipment and materials purchased hereunder until a carrier has received the shipment pursuant to a bill of lading (f.o.b. ship point), at which time the customer assumes such risk.

**MUTUAL INDEMNITY AND INSURANCE:** Each party shall be responsible for, and hold the other party harmless from, any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of that party's agents or employees. GigaKOM shall maintain, at all relevant times hereto, liability insurance coverage for bodily injury, death, and property damage in an amount no less than One Million Dollars (\$1,000,000.00).

**BOND:** If required, GigaKOM shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the amount requested by customer. Cost of such bonds to be paid directly by Customer.

**ARBITRATION:** All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, who shall also act as the arbitrators hereto. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable California law. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded. The forum for disputes hereunder shall be at American Arbitration Association in San Diego County, California.

**LIABILITY:** GigaKOM shall not, in any event be liable to customer for incidental, consequential, or special damages claimed, including without limitation, lost business, lost profit or unavailability of all or part of any system.

**WARRANTY (Limited):** GigaKOM warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. GigaKOM shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of GigaKOM when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while a system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, GigaKOM cannot control how the system and its components are used and, accordingly, GigaKOM does not warrant or represent, expressly or implicitly, that use of any software, licensed materials derived there from, will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third parties. Further, regardless of any prior statements, representations, or course of dealings by any GigaKOM representatives, GigaKOM does not warrant or represent, expressly or implicitly, that any software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions, any and all warranties, express or implied, of fitness for high risk purposes requiring fail safe performance are hereby expressly disclaimed. You and GigaKOM each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

**OWNERSHIP:** GigaKOM shall retain ownership of all materials supplied until final payment for same is received. GigaKOM may retrieve from the Customer's premises any material supplied where payment has not been tendered. The California Commercial Code shall govern this sale and this order shall not be assignable, and shall bind the representative and successors in interest of the parties.

**LIENS:** Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

**RETURNS:** Credit may be allowed for goods returned with prior approval and a confirmed return authorization form. A deduction will be made from any credit issued to cover the reasonable cost of handling and restocking charges.

**DELAYS:** Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

**MISCELLANEOUS:** This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement *and* merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the State of California.





## 11 References

Below is an abbreviated list of similar support provided to K-12 clients

### National School District

Joe Ferris, IT Supervisor, +1 (619) 336-7783, [joe.ferris@national.k12.ca.us](mailto:joe.ferris@national.k12.ca.us)

- Provided services including network design, network architecture, project management and complete network maintenance services. Projects have included:
- Designed and installation of a central data center at the district office to support the school district, including facilities infrastructure; rack and cabinet work; cabling for entire Data Center and District Office, fiber optics for backbone; server hardware installation and configuration; operating system deployment, and virtualization services.
- Completed project to configure, install and implement Cisco, HPE equipment network upgrade District Wide
- Provided complete network forklift to install Cisco based network including routing, and switching for entire district.
- On completed multiple projects for hardware and software implementations for server upgrades
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

*"Excellent and timely customer service, willingness to go the "extra mile" under difficult circumstances and outstanding knowledge base and experience".*

*"I highly recommend (GigaKOM) as a strategic partner, who values integrity, honesty and excellence."*

*National School District*

### Calexico Unified School District

Eduardo Perez, Director of IT, +1 (760) 768-3888, [eduardop@calexico.k12.ca.us](mailto:eduardop@calexico.k12.ca.us)

- Designed and installation of a central Data Center at the district office to support the school district, including facilities infrastructure; rack and cabinet work; cabling to Access Points and backbone fiber cabling; server hardware installation and configuration; operating system deployment, and virtualization services
- Implemented Microsoft Active Directory Environment District Wide with Radius authentication for remote devices, and Microsoft Exchange environment
- Entire Network upgrade including over 60 servers, 250 switches, core routing and firewall services. Included design, project management, installation, configuration and on-going maintenance support.
- Provided multi-vendor network upgrade to include Cisco and HPE equipment to support a ShoreTel voice deployment.
- Cabling infrastructure design, installation, modifications and support.
- Completed project to upgrade old Wireless infrastructure network from Autonomous access point configuration to cloud based, multi-location network with Active Directory authentication
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems. Other E-RATE eligible services



### **San Pasqual Valley Unified School District**

Kish Curtis, Business Director, +1 (760) 572-2222 x2092, [kcurtis@spvusd.org](mailto:kcurtis@spvusd.org)

- District-wide Cisco Hosted VoIP HCS VOIP Deployment – 800 + seats, network architecture design to support new VoIP system
- Redesign and deploy new Wireless Infrastructure with cloud- based solution
- Cabling for all site including fiber backbone, cabling to Access Points and classrooms
- Initial WAN and LAN design and deployment with ongoing support.
- HPE switch deployment and support District wide overhaul – both Access and Core deployments
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

### **Holtville Unified School District**

Mitchell Drye, IT Supervisor, +1 (760) 356-2974, [mdrye@holtville.k12.ca.us](mailto:mdrye@holtville.k12.ca.us)

- Completed multiple rounds of network upgrades for switching and routing District Wide
- Designed, configured and installed complete Cisco Voice Over IP (VOIP) deployment for 5 locations. Provided ongoing maintenance and support.
- Cabling Architecture and Installation for WAN and LAN systems, including fiber optics backbone and cabling to classrooms

### **Arts in Action Charter**

Stephanie Conde, Director, +1 (323) 266-4371, [stephaniec@artsinactioncharter.org](mailto:stephaniec@artsinactioncharter.org)

- Initial WAN and LAN design and deployment
- Cabling project to Access Points and classrooms
- Wireless deployment and support
- HPE switch deployment and support School wide
- Provided multiple years of complete network basic maintenance including hardware warranties, equipment management including IOS, security and patching, technical labor support and engineering services. Network support encompasses networking hardware, server support, cable plant and power systems.

### **Merced County Office of Education**

Dick Chai, Network Manager, +1(209) 381-6699

- Network maintenance services
- Network hardware design and deployment
- Support for multiple agencies

### **Tulare County Office of Education**

Kevin Matteson, Network Services Manager, [kevinm@tcoe.k12.ca.us](mailto:kevinm@tcoe.k12.ca.us)

- Network maintenance services
- Network hardware design and deployment
- Support for multiple agencies

### **Mountain View School District**

Andres Antilles, IT Support Services, +1 (626) 652-4027, [aantilles@mtview.k12.ca.us](mailto:aantilles@mtview.k12.ca.us)

- District-wide hosted VOIP Cisco HCS Hosted VoIP deployment- over 1200+ seats
- Network maintenance services
- Network hardware design and deployment District Wide
- Active Directory implementation District wide including Microsoft Exchange
- Wireless installation and configuration to new cloud based solution



**NATIONAL SCHOOL DISTRICT**

1500 N Avenue National City, CA 91950 Phone: 619.336.7783 FAX: 619.474.0715

Mr. Andrej Komatina  
Chief Technology Officer  
GigaKOM  
4364 Bonita Rd. #494  
Bonita, CA 91902

Dear Mr. Komatina:

I want to take this opportunity to personally thank you and your fine organization for assisting National School District in outfitting and supporting National School District in the development, construction and configuration of its Network Operations Center and in the monitoring and maintenance of its information technology infrastructure.

In particular, I'd like to express special thanks to you and Greg Argendeli who did a truly impressive job installing, configuring and testing the numerous routers, switches and servers for the NOC project. Your significant body of knowledge, positive attitude, incredible work ethic and excellent client support skills completely obviated any major risk elements for this type of integration. You have been truly a pleasure to work with. Any client would be fortunate to have the GigaKOM team overseeing such integration projects.

Please thank your team for their fine job and know that we look forward to working with your organization on similar projects in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Troisi".

Larry Troisi  
Technical Services Supervisor  
National School District  
e-mail: [larryt@national.k12.ca.us](mailto:larryt@national.k12.ca.us)



## **12 Appendices**

- Letters of Authorization
- Contractors License
- Summary of Insurance
- Small Business Certification
- FCC Green Light Status

## Locate a Cisco Partner



Product, Category or Company	City, State or Zip	Country*	<input type="button" value="Search"/>	<input type="button" value="Join as a Partner"/>
Gigakom		UNITED STATES		

[Advanced Search Criteria](#)

[Show Map](#)

Sort By: Default

Partner Name	Location	Contact Details
 Gigakom	3615 KEARNY VILLA RD STE 201 SAN DIEGO, CA 92123 USA <a href="#">+ Additional Locations</a>	Phone: 858-769-5408 Website: <a href="http://www.gigakom.com">www.gigakom.com</a>
Partner Name	Location	Contact Details

Show 25 | Showing 1 of 1 | [<](#) [>](#)



Cisco Systems, Inc.  
170 West Tasman Drive  
San Jose, CA 95134-1706

Direct: 408 528 4000  
FAX: 408 528 4100  
[www.cisco.com](http://www.cisco.com)

9/30/2014

To Whom It May Concern:

Cisco Systems, Inc. ("Cisco") acknowledges and confirms that GigaKOM ("Reseller") is an authorized reseller of Cisco products and Cisco branded services under the WSCA -NASPO Data Communications Products and Service Master Agreement #AR233 (14-19) and California Participating Addendum ("Prime Contract"). Such Reseller was also approved by the State to be a subcontractor under Cisco's Prime Contract.

Should you require any additional information, please feel free to contact me at 408-424-0712 or [afenl@cisco.com](mailto:afenl@cisco.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Gigi Fenl".

Gigi Fenl  
Contract Manager, U.S. Public Sector Contracts Management Office

## MULTIPLE AWARD SCHEDULE Gigakom

CONTRACT NUMBER:	3-13-70-2346H
SUPPLEMENT NO.:	1
CMAS CONTRACT TERM:	9/15/2015 through 12/31/2020
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<a href="#">September 8, 2014</a>
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0887R
BASE SCHEDULE HOLDER:	Computerware, Inc.

This contract provides for the purchase and warranty of hardware and software. (See page 2 for the specific brand and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 12-31-2020. In addition, this supplement replaces in its entirety Gigakom's existing California Multiple Award Schedule (CMAS) that expires on 12-31-2015. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

### IMPORTANT NOTICE TO STATE AGENCIES REGARDING CLOUD COMPUTING SOLUTIONS

Cloud computing solutions are not allowed under the CMAS Program. One or more of the brands offered under this CMAS contract may be associated with a cloud application. It is incumbent upon both the CMAS supplier as well as the ordering agency to ensure that only non-cloud products are purchased under this contract.




Effective Date: **09/15/2015**

**MICHAEL WONG, Program Analyst, California Multiple Award Schedules Unit**



Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor, MS #2-202  
West Sacramento, CA 95605-2811

State of California  
**MULTIPLE AWARD SCHEDULE**  
**GIGAKOM**

CONTRACT NUMBER:	3-12-70-2346E
SUPPLEMENT NO.:	1
CMAS CONTRACT TERM:	9/23/2014 through 11/30/2019
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0688J
BASE SCHEDULE HOLDER:	Network Management Resources, Inc

This contract provides for the purchase and warranty of Information Technology (IT) Consulting Services. (See page 2 for the labor categories applicable to this contract.)

The purpose of this supplement is to renew this contract through 11/30/2019. In addition, this supplement replaces in its entirety Gigakom's existing California Multiple Award Schedule (CMAS) that expires on 11/30/2014. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: **9/23/2014**

**STEPHANNE LIM, Program Analyst, California Multiple Award Schedules Unit**





State of California  
**MULTIPLE AWARD SCHEDULE**  
**GigaKOM**

CMAS NUMBER:	<b>3-17-70-2346J</b>
CMAS TERM DATES:	12/14/2017 through 4/4/2021
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0349S
BASE SCHEDULE HOLDER:	Avnet Government Solutions, LLC

This CMAS provides for the purchase and warranty of hardware and software.(See page 2 for the specific brands applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: [www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf](http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS Contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Effective Date: **12/14/2017**  
**ANDREW REEL, Program Analyst, California Multiple Award Schedules Unit**



January 31, 2013

California Department of General Services  
Procurement Division/CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

RE: GigaKOM  
9320 Hazard Way, Suite A1  
San Diego, CA 92123

This letter is to confirm that "GigaKOM" is authorized to perform Aerohive Networks product installations and coordinate services. "GigaKOM" is authorized to purchase and resell all Aerohive Networks products.


Best regards,

A handwritten signature in black ink that reads "Charles Bettinelli".

Charles Bettinelli  
Regional Sales Manager  
949-680-8152  
charlesb@aerohive.com

Aerohive Networks  
330 Gibraltar Drive  
Sunnyvale, CA 94089  
(408) 510-6100  
[www.aerohive.com](http://www.aerohive.com)

## Contractor's License Detail for License # 910431

 **DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations. ([hide/show disclaimer](#))

- CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

### Business Information

GIGAKOM  
3615 KEARNU VILLA ROAD\_201  
SAN DIEGO, CA 92123  
Business Phone Number:(858) 769-5408

**Entity** Corporation  
**Issue Date** 02/08/2008  
**Expire Date** **02/28/2018**

### License Status

**This license is current and active.**

All information below should be reviewed.



## Supplier Profile



State of California Certification

Certification ID: 40936

Legal Business Name GIGAKOM	Address 3615 Kearny Villa Road Suite 201 SAN DIEGO CA 92123
Doing Business As (DBA) Name 1 GIGAKOM	
Doing Business As (DBA) Name 2	Email govplace@gigakom.com
Office Phone Number 858/769-5408	Total No. of Employees 12
Business Fax Number 858/769-5408	Business Types Service
Business Web Address	Notification Preference Email

Service Areas  
Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba

[View Keywords](#)

[View Classifications](#)

### Active Certifications

Certification Type	Status	From	To
SB	Approved	10/17/2016	10/31/2018

The screenshot shows a web browser window with the URL <https://www.fcc.gov/red-light>. The page title is "Red Light Display System". The user is logged in as "GigaKOM (FRN: 0011991395)".

**Current Status of FRN 0011991395**

**STATUS: Green**

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commission by any FRN associated with the requester's TIN. The Red Light Display System was last updated on 10/23/2013 at 6:39 AM; it is updated every business day at about 7 a.m. ET.

**Customer Service**

<a href="#">Red Light Help</a>	<a href="#">FCC Data Collection</a>	<a href="#">FCC Fees</a>	<a href="#">Web Policies / Privacy Policy</a>
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**Red Light Display System Help Line: (877) 480-3201, option 4, 8; TTY (202) 418-1255 (Mon-Fri, 9 a.m.-6:00 p.m. ET)**

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at [rls@fcc.gov](mailto:rls@fcc.gov) or fax us at (202) 418-7868.