

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

Walnut Grove Elementary School • 14181 Grove Street, Walnut Grove, CA June 12, 2018

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

REGULAR MEETING AGENDA

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

Motioned: _____ Second: _____ Times: _____
5. Reconvene to Open Session (@6:30 p.m.)
 - 5.1 Retake Roll Call
Member Fernandez ____; Member Olson ____; Member Riley ____; Member Donnelly ____;
Member Elliott ____; Member Maghoney ____; Member Bettencourt ____
 - 5.2 Pledge of Allegiance
 - 5.3 Retirement recognition – Don Beno
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1)
Board President Fernandez
7. Review and Approve the **Open Session** Agenda

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific agendized item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. However, **understand the Board may not take action on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons to speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s)
 - 9.1.2 Committee Report(s)
 - 9.1.3 Superintendent's Report(s)
 - 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer and Craig Hamblin, Director of MOT
 - 9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston
 - 9.2.2 Financial Updates – Elizabeth Keema-Aston
 - 9.2.2.1 May Revise Update
 - 9.2.2.2 GASB 75 Discussion
 - 9.2.3 Maintenance, Operations & Transportation Report – Craig Hamblin
 - 9.3 Educational and Special Education Services Reports and/or Presentations
Kathy Wright, Director of Educational Services
 - 9.3.1 Receive presentations of the District Schools' Single Plan for Student Achievement for school year 2018-2019 presented by Maria Elena Becerra, principal of Bates Elementary School; Antonia Slagle, principal of Isleton Elementary School; Carrie Norris, principal of Walnut Grove Elementary School; and Nick Casey, Principal of D.H. White Elementary School

- 9.4 River Delta Unified Teacher's Association (RDUTA) Update:
- 9.5 California State Employee's Association (CSEA) Chapter #319 Update:
- 9.6 Public Hearing regarding the Proposed 2018-2019 LCAP, LCAP adoption will be held at the Regular June 26, 2018 Board Meeting at Rio Vista High School – 5:30 pm – Don Beno

Open Public Hearing _____pm Comments: _____ Close Public Hearing _____pm

- 9.7 Public Hearing regarding the Proposed 2018-2019 District Budget, adoption will be held at the Regular June 26, 2018 Board Meeting at Rio Vista High School – 5:30 pm – Elizabeth Keema Aston

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

- 9.8 Receive information on the Title III LEA Plan for the 2018-2019 school year – Kathy Wright

10. Consent Calendar

- 10.1 Approve Board Minutes
Regular Meeting of the Board - May 8, 2018
- 10.2 Receive and Approve Monthly Personnel Reports
As of June 12, 2018
- 10.3 District's Monthly Expenditure Report
May 2018
- 10.4 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$220,000. (Non-public school students) – Special Educational Funds – Kathy Wright
- 10.5 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$65,000. (Instructional assistant) – Special Educational Funds – Kathy Wright
- 10.6 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Bizzi Bodies Children's Therapy) for the 2018-2019 school year at a cost not to exceed \$5,000 – Special Educational Funds – Kathy Wright
- 10.7 Request to approve the Professional Expert Agreement with Jeff Simpson to provide speech therapy services at a cost not to exceed \$40,000 for the 2018-2019 school year – Special Educational Funds – Kathy Wright
- 10.8 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Autism Services) for the 2018-2019 school year at a cost not to exceed \$70,000 – Special Educational Funds – Kathy Wright
- 10.9 Request to approve the Independent Contract for Services Agreement with Hand in Hand Therapeutics for the 2018-2019 school year at a cost not to exceed \$45,000– Special Educational Funds – Kathy Wright
- 10.10 Request to approve the Professional Expert Consultation Agreement with Linda Mitchell for Adapted Physical Education Services for the 2018-2019 school year at a cost not to exceed \$5,000 – Special Educational Funds – Kathy Wright
- 10.11 Request to approve the Independent Contract for Services Agreement with Meladee McCarty to provide program specialist services for the 2018-2019 school year at a cost not to exceed \$5,000 – Special Educational Funds – Kathy Wright
- 10.12 Request to approve the 2018-2019 General Agreement for Nonpublic, Nonsectarian School/Agency (Pristine Rehab Care) to provide speech therapy services for district students at a cost not to exceed \$240,000 – Special Educational Funds – Kathy Wright
- 10.13 Request to approve the Expert Agreement with Hancoch McCarty for the 2018-2019 school year at a cost not to exceed \$5,000 – Special Educational Funds – Kathy Wright
- 10.14 Request to approve the Independent Contract for Services Agreement with Maxim Staffing Solutions for the 2018-2019 school year at a cost not to exceed \$85,000 – Special Educational Funds – Kathy Wright
- 10.15 Request to approve the Independent Contract for Services Agreement with Seto Educational Support Services for the 2018-2019 school year at a cost not to exceed \$20,000 – Special Educational Funds – Kathy Wright
- 10.16 Request permission to apply for the Agricultural Grant for the 2018-2019 school year – Kathy Wright
- 10.17 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) for the 2018-2019 school year at a cost not to exceed \$8,000 – Special Educational Funds – Kathy Wright
- 10.18 Request to approve the Independent Contract for services Agreement with Elaine H. Talley, M.Ed., J.D. for the 2018-2019 school year at a cost not to exceed \$2,000 – Special Educational Funds – Kathy Wright

- 10.19 Request to Approve Independent Contract with Jeff Brown as the designated Chief Engineer for KRVH, at a cost not exceed \$6,000 Fund 49 Blended Learning– Elizabeth Keema-Aston
- 10.20 Request to approve the Title I Plan for Mokelumne High School – Maria Elena Becerra
- 10.21 Request the approval of D.H. White Elementary, Isleton Elementary, Bates Elementary and Walnut Grove Elementary Schools’ Single Plan for Student Achievement for school year 2018-2019 as presented – Site Principals
- 10.22 Request to approve the Memorandum of Understanding for district participation in the Sly Park program for the 2018-2019 school year – Don Beno
- 10.23 Request to approve an overnight filed trip for Isleton Elementary 6th grade students to the Sly Park Environmental Education Center from February 4th-8th, 2019 – Antonia Slagle
- 10.24 Request to approve an overnight filed trip for Walnut Grove Elementary 5th and 6th grade students to the Sly Park Environmental Education Center from May 13 – May 17, 2019 – Carrie Norris
- 10.25 Request approval to apply for the FY 2018 PWA Diversity in Action (PWA-DIA) Pilot Project Grant – Don Beno & Vicky Turk
- 10.26 Donations to Receive and Acknowledge:

Rio Vista High School – Incentive Fund

Will & Tina Heryford

Rio Vista High School – Class of 1968

- Ajay Avery - \$100
- L & S Del Chiaro - \$150
- Ellen and Gary Price - \$100
- James Woodruff - \$250
- Rose M. Lyon - \$100
- Alan and Mary Shearer - \$50
- Marcy Coglianese - \$100 in memory of “Mr. Cog.”
- Kathryn Tussy - \$50
- Cynthia and Robert Perazzo - \$100
- Clark Tepella - \$500

Rio Vista High School – Joseph Turk Memorial Scholarship

Nancy Holt

Rio Vista High School – 2018 Scholarship Fund

Katy Maghoney
Do Morrow

Riverview Middle School

Beth Brockhouse - \$51.28

Isleton Elementary School – Cross Country Supplies

Isleton Lions Club - \$150
Robinsons on the Run, LLC - \$100

Isleton Elementary School

Box Tops for Education - \$57.40

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

Action Items -- Individual speakers shall be allowed three minutes to address the Board on any 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.

- 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 March 2018 – Don Beno

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

- 12. Request to approve the first 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 May 2018 – Don Beno

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

- 13. Request to approve Resolution #748 CDE Child Development Services Contract – CSPP-8405 California State Preschool naming Don Beno, Elizabeth Keema-Aston and Antonia Slagle as authorized signees to sign transactions for the Governing Board – Antonia Slagle

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ____; Member Olson ____; Member Riley ____; Member Donnelly ____; Member Elliott ____; Member Bettencourt ____; Vote: _____

- 14. Request to approve the "Declaration of Need for Fully Qualified Educators" for the 2018-2019 school year – Don Beno

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

- 15. Request to approve the amended SETA Head Start Contract with River Delta USD for FY 2018-2019 – Elizabeth Keema-Aston

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

- 16. Request to approve the consulting agreement with Communication Strategies to provide technical support for the implementation of district wide phone system, not to exceed \$27,885 - One Time Funds – Elizabeth Keema-Aston

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

- 17. Request to approve contract to purchase and the installation of a District wide phone system with Maverick Communications, in the amount of \$243,400. – Elizabeth Keema-Aston

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

- 18. Request to approve the agreement with TPx Communications to provide telecommunication services for the implementation of district wide phone system and to be the district primary telecommunication carrier - General Fund – Elizabeth Keema-Aston

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

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

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

- 21. Adjournment

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries and the River News Herald were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, June 8, 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:

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

June 12, 2018

CLOSED SESSION

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

A Closed Session will be held beginning at 5:35 p.m. on June 12, 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 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)
 - 4.1.1.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations
- 4.2 **Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)].
 - 4.2.1 Stipulated Expulsion Agreement Student Case# 1718-311-004
 - 4.2.2 Stipulated Expulsion Agreement Student Case# 1718-311-005
- 4.3 **Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases** [Government Code Section 54957]
Following Conference with Legal Counsel (Girard, Edwards, Stevens & Tucker LLP)
Public Employee(s) Evaluation:
 - 4.3.1 Certificated
 - 4.3.1.1 Superintendent
 - 4.3.1.2 Classified
 - 4.3.1.3 Public Employee(s) Searches, Appointment, Employment conditions
 - 4.3.1.4 Complaint, Discipline, Dismissal, Non-Reelects, & Releases

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

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

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



BOARD AGENDA BRIEFING

Meeting Date:	June 12, 2018	Attachments: <u>X</u>
From:	Elizabeth Keema-Aston, Chief Business Officer	Item No.: 9.2.1
<hr/>		
<u>SUBJECT:</u>	Monthly Enrollment and ADA Report (May Month 10)	Action Item: _____
		Consent Action: _____
		Information Only: <u>x</u>

Background: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for *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 ***increased by 2 students*** compared to the same month last year, *increasing* from 1,904 to 1,906. (Does not include Adult Ed)

District-wide enrollment ***increased by 1 student*** compared to last month (*April*), *Increasing* from 1,905 to 1,906. (Does not include Adult Ed)

District-wide attendance ***increased 14 ADA*** compared to last month (*April*), *1,803 to 1,817*. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

Presenter: Elizabeth Keema-Aston, Chief Business Officer

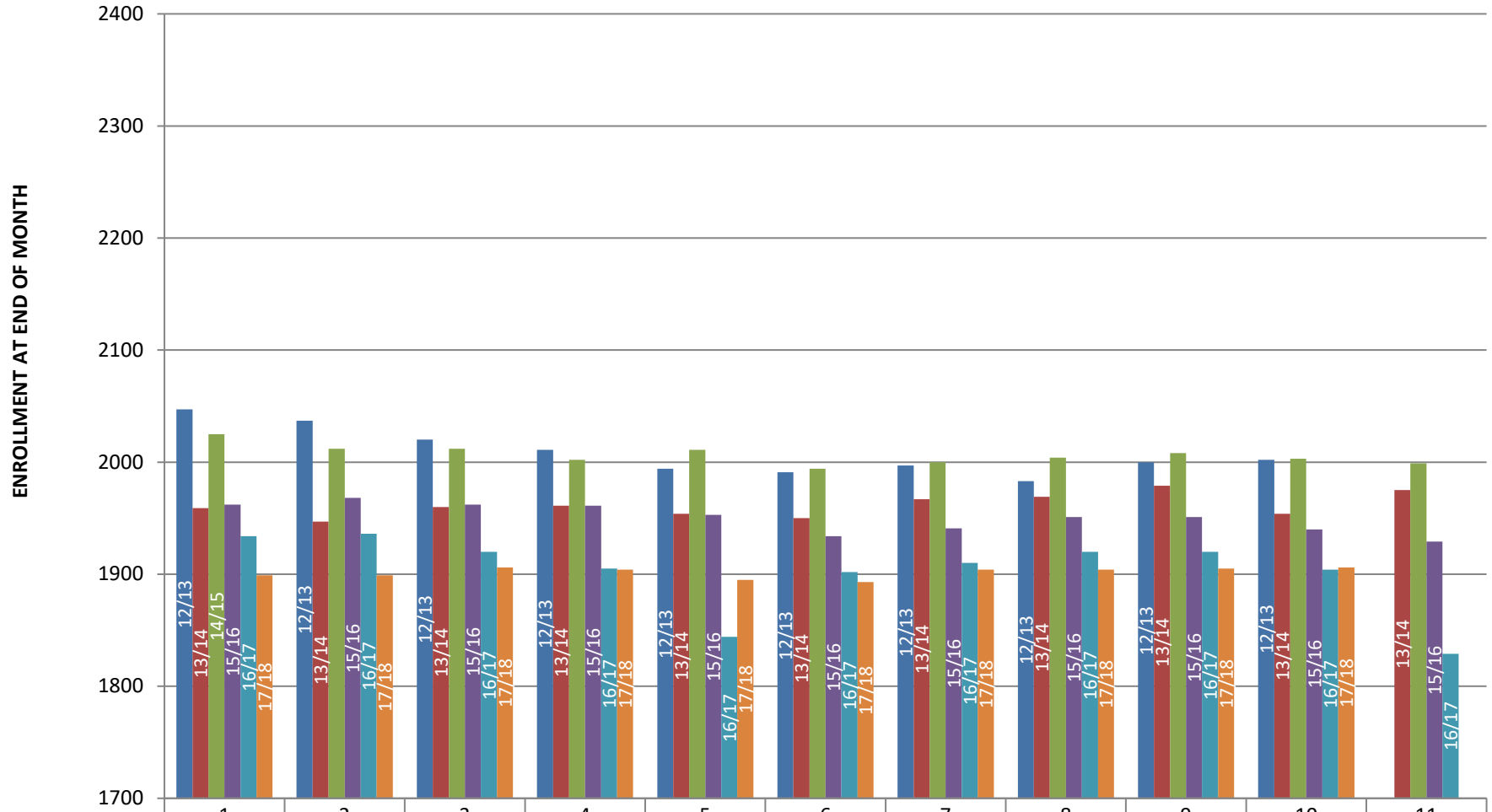
Recommendation:

That the Board receives the information presented.

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA	NOV	NOV	Incr/Decr	% of ADA	DEC	DEC	Incr/Decr	% of ADA
		16-17	17-18			16-17	17-18	From Pr Month		16-17	17-18	From Pr Month		16-17	17-18	From Pr Month		16-17	17-18	From Pr Month	
BATES	ENR	151	136	97.8%		153	132	-4	100.0%	148	137	5	94.9%	149	137	0	97.8%	137	129	-8	102.3%
	ADA	149	133			147	132			146	130			143	134			146	132		
CLARKSBURG (7th & 8th Gr)	ENR	177	197	98.0%		176	197	0	97.5%	172	197	0	97.0%	171	194	-3	98.5%	165	197	3	94.9%
	ADA	171	193			171	192			168	191			165	191			165	187		
ISLETON	ENR	173	159	96.2%		176	158	-1	95.6%	173	162	4	95.7%	172	161	-1	96.3%	170	162	1	93.8%
	ADA	166	153			167	151			166	155			165	155			162	152		
RIVERVIEW	ENR	244	231	97.8%		245	230	-1	96.1%	244	231	1	94.4%	242	231	0	95.7%	242	230	-1	95.7%
	ADA	236	226			237	221			232	218			232	221			231	220		
WALNUT GROVE	ENR	168	163	96.9%		170	164	1	96.3%	170	166	2	95.8%	168	165	-1	95.8%	167	162	-3	96.3%
	ADA	165	158			162	158			161	159			164	158			160	156		
D.H. WHITE	ENR	363	352	94.0%		359	353	1	95.5%	354	349	-4	95.1%	352	356	7	93.8%	338	335	-21	98.8%
	ADA	345	331			340	337			339	332			338	334			328	331		
ELEMENTARY SUB TOTAL	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	
	ADA	1,232	1,194			1,224	1,191			1,212	1,185			1,207	1,193			1,192	1,178		
CLARKSBURG (9th Grade)	ENR	58	80	98.8%		58	80	0	97.5%	58	79	-1	98.7%	58	79	0	93.7%	55	81	2	95.1%
	ADA	57	79			56	78			57	78			56	74			56	77		
DELTA HIGH	ENR	190	162	98.8%		190	164	2	95.7%	189	165	1	95.2%	188	164	-1	96.3%	177	166	2	94.0%
	ADA	185	160			182	157			181	157			180	158			179	156		
RIO VISTA HIGH	ENR	377	386	96.4%		373	385	-1	95.6%	381	387	2	94.8%	370	381	-6	96.1%	363	368	-13	99.2%
	ADA	365	372			360	368			361	367			357	366			357	365		
HIGH SCHOOL SUB TOTAL	ENR	625	628			621	629	1		628	631	2		616	624	-7		595	615	-9	
	ADA	607	611			598	603			599	602			593	598			592	598		
Mokolumne High (Continuation)	ENR	18	15			17	14	-1		12	12	-2		13	14	2		9	12	-2	
	ADA	15	12			13	12			9	10			11	12			10	12		
River Delta High/Elem (Alternative)	ENR	10	14			15	18	4		14	17	-1		16	18	1		16	17	-1	
	ADA	9	11			10	11			9	13			10	14			12	16		
Community Day	ENR	5	4			4	4	0		5	4	0		6	4	0		5	3	-1	
	ADA	4	3			4	4			4	4			5	4			5	4		
TOTAL K-12 LCFF Funded	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	
	ADA	1,867	1,831			1,849	1,821			1,833	1,814			1,826	1,821			1,811	1,808		
Wind River- Adult Ed	ENR	13	0			19	40	40		30	48	8		31	53	5		25	53	0	
TOTAL DISTRICT	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	

SITE		JAN	JAN	Incr/Decr From Pr Month	% of ADA	FEB	FEB	Incr/Decr From Pr Month	% of ADA	MAR	MAR	Incr/Decr From Pr Month	% of ADA	APR	APR	Incr/Decr From Pr Month	% of ADA	MAY	MAY	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		
BATES	ENR	148	136	7		152	137	1		151	137	0		152	133	-4		152	134	1	
	ADA	139	133			97.8%	146			134	97.8%			146	133			97.1%	147		
CLARKSBURG (7th & 8th Gr)	ENR	172	196	-1		174	197	1		174	196	-1		174	196	0		175	196	0	
	ADA	160	185			94.4%	167			189	95.9%			166	189			96.4%	169		
ISLETON	ENR	171	164	2		169	166	2		168	167	1		170	165	-2		160	167	2	
	ADA	159	148			90.2%	160			155	93.4%			161	158			94.6%	163		
RIVERVIEW	ENR	243	230	0		245	229	-1		247	229	0		247	234	5		244	232	-2	
	ADA	221	214			93.0%	234			216	94.3%			235	217			94.8%	241		
WALNUT GROVE	ENR	170	167	5		169	166	-1		171	169	3		172	170	1		172	171	1	
	ADA	151	159			95.2%	157			160	96.4%			164	159			94.1%	164		
D.H. WHITE	ENR	345	348	13		347	350	2		355	352	2		354	357	5		356	358	1	
	ADA	317	331			95.1%	322			332	94.9%			330	327			92.9%	336		
ELEMENTARY SUB TOTAL	ENR	1,249	1,241	26		1,256	1,245	4		1,266	1,250	5		1,269	1,255	5		1,259	1,258	3	
	ADA	1,147	1,170			1,186	1,186			1,202	1,183			1,220	1,193			1,204	1,203		
CLARKSBURG (9th Grade)	ENR	57	80	-1		57	80	0		57	80	0		57	79	-1		57	79	0	
	ADA	51	68			85.0%	55			76	95.0%			55	77			96.3%	55		
DELTA HIGH	ENR	189	161	-5		187	166	5		184	165	-1		183	165	0		183	165	0	
	ADA	174	149			92.5%	174			156	94.0%			174	157			95.2%	174		
RIO VISTA HIGH	ENR	373	376	8		376	380	4		374	375	-5		374	373	-2		368	374	1	
	ADA	345	361			96.0%	352			357	93.9%			357	350			93.3%	349		
HIGH SCHOOL SUB TOTAL	ENR	619	617	2		620	626	9		615	620	-6		614	617	-3		608	618	1	
	ADA	570	578			581	589			586	584			578	584			573	586		
Mokolumne High (Continuation)	ENR	11	14	2		12	13	-1		15	13	0		14	12	-1		12	10	-2	
	ADA	7	11			9	12			12	11			12	11			11	8		
River Delta High/Elem (Alternative)	ENR	17	17	0		18	16	-1		20	17	1		19	18	1		20	18	0	
	ADA	11	13			13	13			15	13			14	12			14	18		
Community Day	ENR	6	3	0		4	3	0		4	4	1		4	3	-1		5	2	-1	
	ADA	5	2			4	3			5	3			4	3			4	2		
TOTAL K-12 LCFF Funded	ENR	1,902	1,892	30		1,910	1,903	11		1,920	1,904	1		1,920	1,905	1		1,904	1,906	1	
	ADA	1,740	1,774			1,793	1,803			1,820	1,794			1,828	1,803			1,806	1,817		
Wind River- Adult Ed	ENR	27	55	2		33	57	2		47	58	1		47	58	0		40	58	0	
TOTAL DISTRICT	ENR	1,929	1,947	32		1,943	1,960	13		1,967	1,962	2		1,967	1,963	1		1,944	1,964	1	

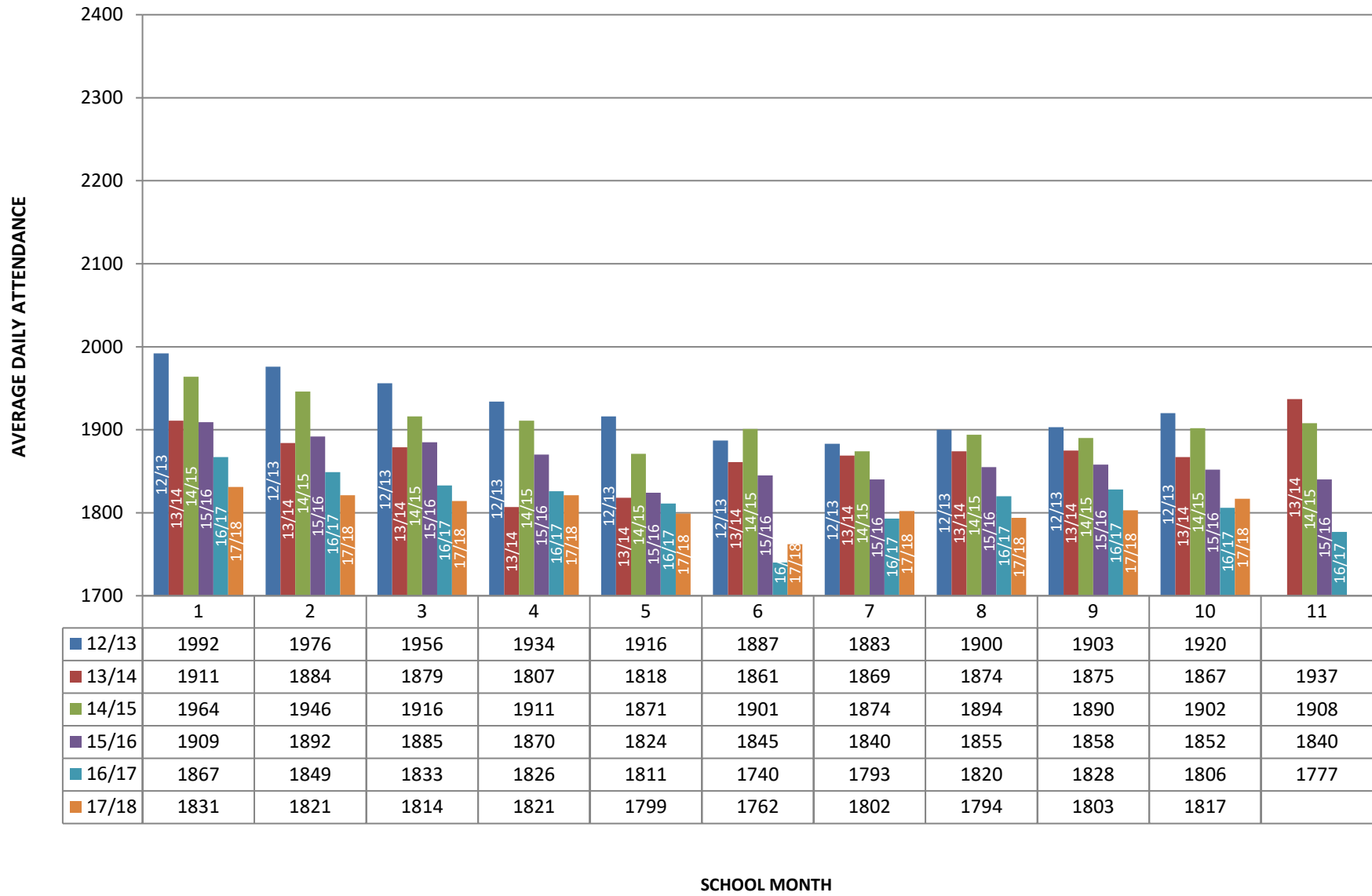
ENROLLMENT



	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	1904	1905	1906	

SCHOOL MONTH

ACTUAL ATTENDANCE



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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018 Attachments: X
From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 9.2.2.1

SUBJECT Action: _____
School Services of California's Summary Analysis of the Consent Action: _____
May Revision Proposal for the 2018-19 State Budget for Information Only: X
California's Schools

Background:

Every year during the month of May the Governor presents his proposed budget for the next fiscal year. School Services of California analysis the proposed budget and provides information to schools district personnel to use in preparing their district's budget information.

Status: Attached is a copy of the Pocket Budget guide for fiscal year 2018-19.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: Not Applicable

Cost &/or Funding Sources: Not Applicable

Recommendation:

For Board information only

Time: 5 mins.

The 2018-19 May Revision

In his final State Budget proposal of his four terms as Governor of California, Governor Jerry Brown’s 2018-19 May Revision paints a bright, but cautious, fiscal picture, noting that the January 2018 State Budget proposal included a healthy reserve and that revenues have continued to grow since.

In the May Revision, additional one-time revenues generated from an increase in the Proposition 98 minimum guarantee for the current year are used to fund some additional one-time programs, but the most significant is an additional \$286 million to the January proposal of \$1.8 billion in one-time discretionary funds for 2018-19.

All in all, the May Revision is slightly better for public education than the January Budget, but given the automatic cost increases local educational agencies (LEAs) are facing, it’s a significant challenge to merely maintain current programs, let alone augment them. We continue to believe that the best plan of action is to maintain a suitable level of local reserves, exercise caution at the bargaining table, and prepare budgets and projections on a reasonably conservative basis.

Proposition 98

The May Revision increases the minimum guarantee by a total of \$727 million for 2016-17 through 2018-19 (\$252 million in 2016-17, \$407 million in 2017-18, and \$68 million in 2018-19), attributing the growth largely to increases in General Fund revenues and projected per capita personal income for 2018-19. The 2018-19 minimum guarantee is increased to \$78.4 billion from \$78.3 billion proposed in the January Budget. The May Revision changes the operative test for 2018-19 from Test 3—funding based on per capita General Fund revenue growth, plus 0.5%—to Test 2—funding based on changes in per capita personal income, which precludes the creation of a maintenance factor.

Of note, the Governor proposes a new Proposition 98 minimum guarantee certification process, whereby the Department of Finance (DOF) will publish a final calculation of the prior-year minimum guarantee, inclusive of its factors, with the May Revision, triggering a public comment period. If there are no challenges, the certification becomes final by October 1. Any funding provided above the minimum guarantee may be used as credit toward future minimum guarantee obligations and any amount owed would be paid over a specified period.

Cost-of-Living Adjustment

The statutory cost-of-living adjustment (COLA) is revised upward from 2.51% in January to 2.71% in May.

Local Control Funding Formula

The May Revision continues the Governor’s intent of fully funding the Local Control Funding Formula (LCFF) in the budget year with an increase of approximately \$3.2 billion, up almost \$300 million from the January State Budget proposal. The additional funding includes the increased COLA, which provides a modest augmentation to the formula.

LCFF TARGET ENTITLEMENTS FOR SCHOOL DISTRICTS AND CHARTER SCHOOLS

The target base grants by grade span for 2018-19 increase by the combined statutory COLA of 2.71% and additional LCFF funding for a total increase of 3.00%, an upward adjustment from January’s 2.51% COLA estimate.

The 2018-19 Transitional Kindergarten (TK)-3 grade span adjustment (GSA) for class-size reduction (CSR) is also 3.00% higher from 2017-18 at \$771 per average daily attendance (ADA), as well as the grade 9-12 GSA at \$233 per ADA, in recognition of the need for Career Technical Education (CTE) courses provided to students in the secondary grades.

In addition to the base grants, school districts and charter schools are entitled to supplemental increases equal to 20% of the adjusted base grant (which includes CSR and CTE funding) for the percentage of enrolled students who are English learners, eligible for the free and reduced-price meals program, or in foster care (the unduplicated pupil percentage). An additional 50% per-pupil increase is provided as a concentration grant for the percentage of eligible students enrolled beyond 55% of total enrollment.

Grade Span	2017-18 Target Base Grant Per ADA	3.00% Increase*	2018-19 Target Base Grant Per ADA
TK-3	\$7,193	\$216	\$7,409
4-6	\$7,301	\$219	\$7,520
7-8	\$7,518	\$226	\$7,744
9-12	\$8,712	\$261	\$8,973
*Combined statutory COLA of 2.71% and additional LCFF funding			

LCFF TRANSITION ENTITLEMENTS AND GAP FUNDING

For 2018-19, the Governor proposes to move from 97% implemented to fully close the LCFF funding gap—two years ahead of the intended 2020-21 implementation date.

The following table shows the DOF’s LCFF gap closure percentages through 2018-19:

District and Charter School LCFF Funding and Gap Closure (Dollars in Millions)					
	2014-15	2015-16	2016-17	2017-18	2018-19
LCFF Funding	\$4,722	\$5,994	\$2,942	\$1,362	\$3,160
Gap Closure %	30.16%	52.56%	56.08%	45.17%	100.00%
COLA	0.85%	1.02%	0.00%	1.56%	3.00%*
*Statutory COLA plus proposed augmentation					

Pupil transportation and Targeted Instructional Improvement Grants continue as separate add-ons to the LCFF allocations and do not receive a COLA.

The Administration also proposes to continuously appropriate funding for the LCFF and annual COLA.

Fiscal Transparency

The Governor’s May Revision expands the January Budget proposal by requiring LEAs to show how supplemental grants increase and improve services for high-need students and including parent-friendly, graphical representations of information, when possible.

County Offices of Education

LCFF increases for county offices of education (COEs) in 2018-19 are provided through the estimated COLA only, with COEs that are at their LCFF target receiving a 2.71% increase. COEs that are more than 2.71% above their LCFF target will receive no additional funding through the formula in the budget year.

Special Education

The Governor’s May Revision continues to provide only modest funding for Special Education programs. In addition to increasing the statutory COLA to 2.71%, the Governor continues to propose \$100 million in one-time funding for programs to increase and retain Special Education teachers.

The May Revision sustains \$10 million in ongoing funding for Special Education Local Plan Areas (SELPAs) to work with COEs in providing technical assistance to LEAs focused on improving the academic outcomes of students with disabilities as part of the statewide system of support, and continues to propose \$167 million to establish an “Inclusive Education Expansion Program” for children ages 0 to 5, to improve school readiness and long-term academic outcomes for low-income children and children with exceptional needs.

The May Revision continues to include proposals that revise Special Education budget transparency and accountability by requiring SELPAs to complete a SELPA local plan template that aligns the services and resources noted in the local plan with the goals identified in their member districts' Local Control and Accountability Plans and to summarize how a SELPA's planned expenditures and services align with the improved student outcome strategies noted in the SELPA's plan.

Child Care and State Preschool

New with the release of the May Revision is a one-time \$11.8 million proposal to increase federal funds to support an Early Math Initiative to provide early math resources, such as professional development and coaching opportunities for teachers, as well as provide early math learning opportunities for preschool and kindergarten children.

The May Revision increases California Work Opportunity and Responsibility to Kids investments by \$104 million to reflect changes in the caseload and the cost of care. Finally, as a result of the slight increase in COLA from what was estimated in January, child care and preschool investments increase by \$4 million.

Discretionary Funds

The May Revision proposes more than \$2 billion in one-time discretionary funds for LEAs, which equates to approximately \$344 per ADA. This is an increase of \$286 million to the \$1.8 billion proposed in January.

School Facilities and Proposition 39

The May Revision makes no significant changes to the Governor's Budget proposal to issue \$640 million in Proposition 51 bonds in 2018-19.

Federal Programs

In March 2018, President Donald Trump signed the fiscal year 2018 spending bill that increased funding for Every Student Succeeds Act (Title I) and Special Education by nearly \$300 million nationally for each program.

Career Technical Education

The May Revision continues to include \$200 million in ongoing funding to establish a K-12 specific component of the community college-administered Strong Workforce Program. The May Revision amends the Governor's January proposal to clarify elements of the program, including:

- Clarifies that the grant decisions for the K-12 component will be made exclusively by the K-12 Selection Committee
- Clarifies the requirements that apply to the new K-12 component of the Strong Workforce Program
- Builds a new role for the Technical Assistance Providers established under the California Career Pathways Trust Program, and further clarifies roles and responsibilities of the Workforce Pathway Coordinators
- Provides additional resources to consortia for administering the regional grant process, including resources to support the K-12 Selection Committee duties

System of Support

The Governor proposes a \$13.3 million one-time investment, under the system of support, to create the Community Engagement Initiative intended to build the capacity of LEAs to effectively engage their communities with an eye toward improving student outcomes. Additionally, he proposes a one-time \$15 million investment to expand the Multi-Tiered Systems of Support to improve school climate

through programs such as positive behavioral interventions and support, restorative justice, and social and emotional learning. Finally, a \$5 million increase is proposed for the California Collaborative for Educational Excellence to cover estimated costs of services in 2018-19.

Charter Schools

In addition to the increased COLA (2.71%) and additional funding applied to the LCFF, the Charter School Facility Grant Program is increased in 2017-18 by \$21.1 million and then reduced in 2018-19 by \$3.6 million to align available funding with program participation.

Dartboard Factors

The School Services of California, Inc., (SSC) Financial Projection Dartboard factors presented below are developed by SSC with input from independent state agencies and private economic consulting firms based on the latest information available. These factors are provided to assist school agencies in preparing their budgets and multiyear projections.

Factor	2018-19	2019-20	2020-21	2021-22
LCFF Planning Factors	100%	—	—	—
Statutory COLA	3.00% ¹	2.57%	2.67%	2.90%
Ten-Year Treasuries	3.15%	3.40%	3.50%	3.40%
California Consumer Price Index	3.58%	3.36%	3.23%	2.94%
Lottery	Base	\$146	\$146	\$146
	Prop. 20	\$48	\$48	\$48

¹Includes statutory COLA of 2.71%, plus an additional 0.29% represented by \$166 million appropriated above LCFF targets

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POCKET BUDGET 2018-19

A Summary Analysis of the May Revision Proposal for the 2018-19 State Budget for California's Schools

Prepared by



May 2018

*Public Education's Point of Reference
for Making Educated Decisions*

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

BOARD AGENDA BRIEFING

Meeting Date: 6-12-18
From: Craig Hamblin, Director of MOT

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 May 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
June 12, 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:

- **Delta High School**
 - Patch blacktop by Gym after fixing water line - \$246.92
- **D.H. White Elementary School**
 - Class room HVAC repair room #4 - \$531.16
- **Isleton Elementary School**
 - Repaired hot water heater - \$98.90
 - Fixed water leak in the Gym wall - \$837.30
- **Rio Vista High School**
 - Repaired HVAC in room E105 - \$1,165.21
 - Replaced metal Receptacle covers in E & F buildings - \$172.86
 - Fixed roof on storage shed at the Football field - \$138.15
 - Repaired stairs from the softball field to the driveway to football field - \$289.13
 - HVAC scheduled filter changes - \$341.34
 - Repaired holes in the around the theater to keep Bats out - \$166.58
- **Riverview Middle School**
 - Fixed bi-fold doors for storage area under stage - \$91.13
- **Walnut Grove Elementary School**
 - Replaced old faucet with a new faucet in the boys rest room new building - \$177.12
 -
- **District Wide**
 - Repaired phone system - \$383.16

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 12, 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 May 8, 2018

Action: _____
Consent Action: x____
Information Only: _____

Background:

Attached are the minutes from the Board of Trustee's meeting held on:
May 8, 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 May 8, 2018

1. **Call Open Session to Order** – Board Vice President Olson called the Open Session of the meeting of the Board of Trustees to order at 5:31 p.m. on May 8, 2018, at Clarksburg Middle School, Clarksburg, California.
2. **Roll Call of Members:**
 - Alicia Fernandez, President (Arrived 6:44pm)
 - Don Olson, Vice President
 - Marilyn Riley, Clerk
 - Sarah Donnelly, Member (Absent)
 - Chris Elliott, Member (Absent)
 - Katy Maghoney, Member
 - David Bettencourt, Member

Also present: Don Beno, Superintendent
3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**
 - 3.1 Board Vice-President Olson announced items on the Closed Session Agenda.
 - 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
 - 3.3 Approve Closed Session Agenda and Adjourn to the **Closed Session**
4. Board Vice President Olson asked for a motion to adjourn the meeting to Closed Session @ 5:37 pm
Member Bettencourt moved to approve, Member Maghoney seconded. Motion carried 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
5. **Open Session was reconvened at 6:41 pm**
 - 5.1 Roll was retaken, Members Fernandez, Donnelly and Elliott were absent and all members were present.
Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.
 - 5.2 The Pledge of Allegiance was led by Laura Uslan, Principal of Delta High and Clarksburg Middle Schools.
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)
Board Vice President Olson reported that the Board took the following actions during closed session.
Student case# 1718-311-003 request for admission to the River Delta Unified School District – Admission request was denied and a referral was made to a San Joaquin County Program.
Member Riley moved to deny admission, Member Bettencourt seconded. Motion carried by roll call vote: 4 (Ayes: Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 3 (Absent: Fernandez, Donnelly, Elliott)
7. **Review and Approve the Open Session Agenda**
Board Vice President Olson asked for a motion to approve the Open Session Agenda.
Member Bettencourt moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
8. **Public Comment:** None to report.
Board President Fernandez resumed leadership of the meeting.
9. **Reports, Presentations, Information**
 - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s): Member Maghoney reported that she attended Isleton Elementary School's Open House. All the classrooms were decorated. Many parents were in attendance, and the students were happy. She also attended Walnut Grove Elementary School's Baleo Folklorico ceremony. The auditorium was packed and had standing room only for the production. The dinner, music, costumes and dancing were amazing. Pre-school through sixth grade students participated, and the parent participation was incredible. Member Maghoney mentioned that Carrie Norris is doing a great job with the school.

Member Olson reported that he attended Rio Vista High School's Library dedication ceremony along with Member Donnelly and Mr. Beno. Member Olson commented that the library looked incredible and it's important for the students to have a place to sit and work. Member Olson had also attended the Rio Vista High's drama class Spring review and was very impressed that the students were willing to get up in front of the audience and sing or perform.

Member Riley reported that she attended the Deven Davis Memorial Scholarship Fundraising Event "The Un Prom" on May 5th, Member Olson and Dir. Of Educational Services, Kathy Wright were also in attendance. The event was extremely successful, and there should be five or six scholarships given out this year.
 - 9.1.2 Committee Report(s): None to report.
 - 9.1.3 Superintendent Beno's report(s) – Mr. Beno announced that he had received wonderful news this afternoon. He congratulated Laura Uslan and her staff for achieving a fantastic WASC report, obtaining a six-year

accreditation with a three-year mid review. Mr. Beno mentioned that he was present during the final WASC committee session. The committee was very complimentary of the program, the dedication of the staff and the overall submission of the report. Mr. Beno announced that this is a great accomplishment.

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 district's ADA compared to prior year has a decrease of 25. However, the actual P-2 ADA reported at 1816 which is eight more than estimated.

9.2.2 Monthly Financial Report – Elizabeth Keema-Aston reported as submitted.

9.2.3 Maintenance, Operations & Transportation Update, Craig Hamblin, Director of MOT – Mr. Hamblin reported that the maintenance team has been struggling due to an open gardener position. An offer has been made and they are going through the hiring process to fill the position. There are several large projects planned to take place during the summer months which will keep all of the M and O staff very busy. Mr. Hamblin mentioned that a bus driver has been hired. However, two will be retiring at the end of the school year with the possibility of another. Next year will be extremely difficult in the transportation department due to the lack of drivers.

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

9.3.1 Educational Services and Special Education Updates – Kathy Wright reported that the Educational Services Department has been extremely busy preparing contracts and agreements for service and technology providers for next school year. This entails assessing usage reports for each contract and agreement from current year to make sure funds are allocated next year in the appropriate areas. Ms. Wright mentioned that the Special Education Department had an educational benefits training with the state which was very informative. The training provided an explanation of what they look for while reviewing our files during an audit. The state provided a model to use while they explained the process, then had the attendees break out into groups using the model to self-audit and come up with compliances within other files. During an Administrative Leadership Team meeting, the administrators were interested in going through a simulation to better understand the IEP processes and their roll during an IEP.

9.4 River Delta Unified Teacher's Association (RDUTA) Update: Mr. Delgado mention it was difficult coming up with an update being that May is a very busy time of year. Mr. Delgado made note that the Tentative Agreement that will be presented to the Board later in the evening was an eye opener to the union. It brought out voices about which he is pleased. Mr. Delgado hopes that the Board members will talk to the teachers and get to know them. He invites the Board to visit and participate in activities in the classroom. Mr. Delgado stated that he hopes everyone is ready for next year, and alluded to the fact that the teachers are ready to act, taking the stance similar to what we may have seen on the news around the county. Mr. Delgado stated that the teachers around the county have woken up and he feels next year will be a good year for the teachers. Mr. Delgado thanked the Board for the support that they have already given them.

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, April 10, 2018

10.2 Receive and Approve Monthly Personnel Reports

As of May 8, 2018

10.3 District's Monthly Expenditure Report

April 2018

10.4 Request approval for Vicky Turk, Noelle Gomes and Stacy Knisley as Rio Vista High School's Representative to the CIF League for 2018-2019 and Laura Uslan and Katherine Ingalls as Delta High School's Representative to the CIF League for 2018-2019 – Vicky Turk and Laura Uslan

10.5 Request approval for site principals at Delta High and Rio Vista High Schools to authorize and approve overnight travel within the State of California for athletic and academic programs for the 2018-2019 school year – Vicky Turk and Laura Uslan

10.6 Request to approve the Service Contract with Ryland School Business Consulting for various Financial and Business Office Services, Not exceed \$8,000 – Unrestricted General Funds – Elizabeth Keema-Aston

10.7 Request to declare as surplus D.H. White Elementary School's non-operable technology equipment from inventory and deem its value as zero –Nick Casey

10.8 Request to approve three fundraising events at Delta High School; "Shaved Ice" to benefit Varsity Football and Baseball Programs; "Youth Football Camp" to benefit Football Programs; and "AFS Club Donation Letters" to benefit AFS Club – Laura Uslan

10.9 Request to approve the leave of absence made by Betzabel Ortiz-Shelton – Bonnie Kauzlarich

10.10 Request to approve the leave of absence made by Megan Davis – Bonnie Kauzlarich

10.11 Donations to Receive and Acknowledge:

Rio Vista High School – Class of 1968 Scholarship Fund

William Redding - \$100

Alan Andrew - \$200

Jerrie J. Giovannoni - \$200

Kimberly A. Korth - \$100

Susan B. Gascoigne - \$500

Jeffrey C. Dasch - \$1,000
Kathryn Cairns - \$100
David Silva - \$ 300
Rhonda (Maneely) Graves - \$25
Pamela Everitt - \$100
Charles Wayne Nelson - \$500

D.H. White Elementary School – ChromeBooks

Rio Vista Foundation - \$2,775

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

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

11. Request to approve the *First* 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 March 2018 and revised AR 5121– Don Beno
Member Olson moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
12. Request for the approval of Resolution # 747 Authorizing FY 2017-2018 expenditures from Educational Protection Act Funds (Proposition 30) – Elizabeth Keema-Aston
Member Riley moved to approve, Member Olson seconded. Motion carried by roll call vote: 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
13. Request to approve and adopt the tentative agreement between River Delta Unified Teacher’s Association and the River Delta Unified School District for 2017-2018– Don Beno
Member Bettencourt moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
14. Request to Award Bid and approve a budget of \$941,259 and to authorize the Superintendent to finalize contracts and alternate bid items with D7 Roofing Services Inc. of Sacramento, CA for Roofing and Gutter Systems at Delta High School, Walnut Grove Elementary School, Isleton Elementary School, and Rio Vista High School – Don Beno
Member Bettencourt moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
15. Request to approve the First 5 School Readiness Contract Extension for fiscal years 2018-2021 – Carrie Norris
Member Maghoney moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
16. Request to approve the proposed rate increase for paid lunches in FY 2018-2019 due to United States Department of Agriculture (USDA) mandates by \$.10 and an increase for paid breakfasts by \$.25 – Elizabeth Keema-Aston
Member Olson moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
17. Request to approve a salary increase of \$1.00 per hour for the After School Site Coordinators who are currently employed on the date of Board Approval, retroactive to August 9, 2017 or their first day of work if hired after August 9, 2017 – Kathy Wright
Member Riley moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
18. Request to approve the multi year agreement with Nicolay Consulting Group to conduct an Actuarial Valuation of Post Retirement Benefits for an amount not to exceed \$11,000 – Elizabeth Keema-Aston
Member Riley moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
19. Re-Adjourn to continue Closed Session was not necessary.
20. 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 Fernandez seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Maghoney, Bettencourt): 0 (Nays): 2 (Absent: Donnelly, Elliott)
21. The meeting was adjourned at 7:24 p.m.

Submitted:

Approved:

Don Beno, Superintendent and
Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

BOARD OF TRUSTEES

RIVER DELTA UNIFIED SCHOOL DISTRICT



Meeting Date: June 12, 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 mins. _____

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 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, Jun 01, 2018, 9:13 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272 N	326.66	APRIL 2018 ACSA DUES	05/03/2018	18401233 PV-180566	326.66	N
014641 ALDUENDA, YESENIA PO BOX 272 COURTLAND, CA 95615 (0) - 0 N	109.95	RVHS MILEAGE RVHS ED SV SUPPLIES RVHS REIMB PARKING GIANTS	05/22/2018 05/31/2018 05/31/2018	18404238 TC-180324 18405878 PO-181190 18405890 TC-180331	41.97 27.98 40.00	N N N
014551 ANADY'S TROPHIES 128 N. JUANITA ST HEMET, CA 92543 (951) 658-1225 N	30.52	181183 DHW TROPHYS	05/03/2018	18401211 PO-181183	30.52	N
014529 APPLE EDUCATION 5300 RIATA PARK CRT. BLDG C AUSITN, TX 78727 (512) 674-6821 N	1,641.47	6733497910 DHW IPADS	05/10/2018	18402319 PO-181235	1,641.47	N
013873 ARIAS, CARMEN 16211 GRAND ISLAND RD WALNUT GROVE, CA 95690 () - N	55.35	ISLE PRE K CONF REIMB	05/01/2018	18400618 TC-180290	55.35	N
012228 AUDIO DYNAMIX INC 2770 S HARBOR BLVD STE D SANTA ANA, CA 92704 (800) 305-8441 N	197.96	16976 ISLE AUDIO EQUIP	05/22/2018	18404198 PO-181208	197.96	N
012312 BALLANCE MPT, MICHAEL R 12270 KIRKWOOD STREET	210.00	SP ED PHYS THERAPY	05/17/2018	18403637 PO-180346	210.00	7

HERALD, CA 95638

(209) 663-8013

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Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014367 BANK OF AMERICA	21,713.87	ASP BOOST CONF HOTEL	05/17/2018	18403615	PO-180680	771.47	N
PO BOX 15710		ASP BOOST CONF HOTEL	05/17/2018	18403615	PO-180680	771.47	N
WILMINGTON, DE 19886-5710		ASP BOOST CONF HOTEL	05/17/2018	18403615	PO-180680	771.47	N
		ED SV EMIGH HOTEL	05/17/2018	18403615	PO-181064	412.10	N
(0) - 0 N		WG CONF HOTEL TAHOE	05/17/2018	18403615	PO-181066	791.00	N
		ED SV PATIN SEMINAR	05/17/2018	18403615	PO-181076	75.00	N
		CMS SUPPLIES	05/17/2018	18403615	PO-181080	35.53	N
		SP ED IMEL HOTEL	05/17/2018	18403615	PO-181100	201.60	N
		CRANE RVHS ENG SUPPLIES	05/17/2018	18403615	PO-181108	234.31	N
		CRANE RVHS ENG SUPPLIES	05/17/2018	18403615	PO-181108	19.04	N
		CRANE RVHS ENG SUPPLIES	05/17/2018	18403615	PO-181108	19.04	N
		DHS AG STUDENTS HOTEL	05/17/2018	18403615	PO-181136	5,347.89	N
		DHS AG TEACHERS HOTEL	05/17/2018	18403615	PO-181137	297.10	N
		DHS AG TEACHERS HOTEL	05/17/2018	18403615	PO-181137	297.11	N
		ED SV SUPPLIES	05/17/2018	18403615	PO-181150	2.03	N
		ED SV SUPPLIES	05/17/2018	18403615	PO-181150	24.99	N
		ED SV SUPPLIES	05/17/2018	18403615	PO-181150	2.03	N
		ED SV SUPPLIES	05/17/2018	18403615	PO-181152	47.41	N
		ED SV SUPPLIES	05/17/2018	18403615	PO-181152	117.59	N
		ED SV SUPPLIES	05/17/2018	18403615	PO-181156	24.03	N
		ED SV SUPPLIES	05/17/2018	18403615	PO-181156	1.95	N
		ED SV SUPPLIES	05/17/2018	18403615	PO-181156	1.95	N
		DHW TEACHERS CALENDARS	05/17/2018	18403615	PO-181160	487.70	N
		RVHS MENTAL HEALTH DAY GIANTS	05/17/2018	18403615	PO-181165	578.50	N
		RVHS SUPPLY	05/17/2018	18403615	PO-181172	33.23	N
		F5 SUPPLIES	05/17/2018	18403615	PO-181173	41.76	N
		F5 SUPPLIES	05/17/2018	18403615	PO-181173	3.39	N
		F5 SUPPLIES	05/17/2018	18403615	PO-181173	3.39	N
		DHW SUPPLIES	05/17/2018	18403615	PO-181184	25.04	N
		DHW SUPPLIES	05/17/2018	18403615	PO-181184	25.04	N
		DHW SUPPLIES	05/17/2018	18403615	PO-181184	308.14	N
		RVHS AG CONF HOTEL	05/17/2018	18403615	PO-181196	593.90	N
		RVHS AG CONF HOTEL	05/17/2018	18403615	PO-181196	909.49	N
		RVHS AG CONF HOTEL	05/17/2018	18403615	PO-181196	886.00	N
		RVHS AG CONF HOTEL	05/17/2018	18403615	PO-181196	160.20	N
		RVHS AG CONF HOTEL	05/17/2018	18403615	PO-181196	886.00	N
		RDHS/WIND RIVER VARIDESK	05/17/2018	18403615	PO-181198	702.82	N
		RDHS/WIND RIVER VARIDESK	05/17/2018	18403635	PO-181198	589.28	N
		SP ED SUPPLIES	05/17/2018	18403615	PO-181206	18.98	N
		SP ED SUPPLIES	05/17/2018	18403615	PO-181206	1.54	N
		SP ED SUPPLIES	05/17/2018	18403615	PO-181206	1.54	N
		DHW SUPPLIES	05/17/2018	18403615	PO-181233	165.41	N
		DHW SUPPLIES	05/17/2018	18403615	PO-181234	59.95	N
		DHW SUPPLIES	05/17/2018	18403615	PO-181234	4.87	N

DHW SUPPLIES	05/17/2018	18403615	PO-181234	4.87-	N
F5 SUPPLIES	05/17/2018	18403615	PO-181261	34.45	N
F5 SUPPLIES	05/17/2018	18403615	PO-181261	2.80-	N
F5 SUPPLIES	05/17/2018	18403615	PO-181261	1.99-	N
F5 SUPPLIES	05/17/2018	18403615	PO-181261	2.80	N
F5 SUPPLIES	05/17/2018	18403615	PO-181261	3.02-	N
F5 SUPPLIES	05/17/2018	18403615	PO-181261	1,915.90	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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014367 BANK OF AMERICA (Continued...)		F5 SUPPLIES	05/17/2018	18403615 PO-181261	155.67	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	24.50	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	3.30	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	37.20	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	3.30	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	3.02	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	1.79	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	40.67	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	22.06	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	155.67	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	1.79	N
		F5 SUPPLIES	05/17/2018	18403615 PO-181261	1.99	N
		F5 ZUMBINI SUPPLIES	05/17/2018	18403615 PO-181268	51.19	N
		F5 ZUMBINI SUPPLIES	05/17/2018	18403615 PO-181268	629.99	N
		F5 ZUMBINI SUPPLIES	05/17/2018	18403615 PO-181268	51.19	N
		WIND RIVER SUPPLIES	05/17/2018	18403635 PO-181285	29.64	N
		WIND RIVER SUPPLIES	05/17/2018	18403635 PO-181285	20.42	N
		WIND RIVER SUPPLIES	05/17/2018	18403635 PO-181285	2.41	N
		WIND RIVER SUPPLIES	05/17/2018	18403635 PO-181285	2.41	N
		WIND RIVER SUPPLIES	05/17/2018	18403635 PO-181285	251.36	N
		WIND RIVER SUPPLIES	05/17/2018	18403635 PO-181285	20.42	N
		RVHS MENTAL HEALTH DAY GIANTS	05/17/2018	18403615 PO-181321	147.25	N
		SP ED CHMACY REG/HOTEL	05/17/2018	18403615 PO-181328	615.17	N
		SP ED CHMACY REG/HOTEL	05/17/2018	18403615 PO-181328	1,000.00	N
		SP ED CHMACY REG/HOTEL	05/17/2018	18403616 PO-181328	615.17	N
		GASTON COMPUTER CABLES	05/17/2018	18403616 PO-181335	29.48	N
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013874 BARRY'S MACHINE & SUPPLY PO BOX 458 COURTLAND, CA 95615 (916) 775-1426	305.27	MAINT SUPPLIES	05/10/2018	18402330 PO-180125	305.27	7
		Y BARRY MCCLAIN				
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012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553 (209) 465-1986	14,433.03	ISLE ALARM	05/01/2018	18400595 PO-180108	93.72	N
		RVHS FIRE MONITORING	05/01/2018	18400612 PV-180559	2,037.18	N
		RVHS ALARM	05/01/2018	18400612 PV-180559	342.96	N
		RVHS ALARM	05/01/2018	18400612 PV-180559	102.11	N
		N BALCO HOLDINGS RVHS ALARM	05/01/2018	18400612 PV-180559	360.09	N
		RVHS ALARM	05/01/2018	18400612 PV-180559	153.15	N
		BATES ALARM	05/01/2018	18400612 PV-180559	331.16	N
		RVHS ALARM	05/01/2018	18400612 PV-180559	220.50	N
		DO ALARM	05/01/2018	18400612 PV-180559	546.75	N

DO ALARM	05/01/2018	18400612	PV-180559	274.41	N
RMS ALARM	05/01/2018	18400612	PV-180559	393.81	N
DO ALARM	05/01/2018	18400612	PV-180559	4,152.87	N
DHW ALARM	05/22/2018	18404230	PV-180612	247.11	N
DHW ALARM	05/22/2018	18404230	PV-180612	322.89	N
RMS MONITORING	05/31/2018	18405859	PO-180011	208.44	N
ISLE MONITORING	05/31/2018	18405859	PO-180108	93.72	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012586 BAY ALARM (Continued...)		RMS CAMERA INSTALL	05/31/2018	18405859 PO-181247	3,585.00	N
		ISLE ALARM	05/31/2018	18405852 PV-180619	469.57	N
		RVHS ALARM	05/31/2018	18405852 PV-180619	305.44	N
		DO ALARM	05/31/2018	18405852 PV-180619	192.15	N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680	127.53	ASP MILEAGE	05/08/2018	18401771 TC-180304	42.51	N
		ASP MILEAGE	05/08/2018	18401771 TC-180304	42.51	N
		ASP MILEAGE	05/08/2018	18401771 TC-180304	42.51	N
(0) - 0						N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615	837.47	BATES SUPPLIES	05/15/2018	18403061 PO-181219	564.87	N
		BATES CONF REIMB	05/22/2018	18404239 TC-180325	272.60	N
(0) - 0						N
013642 BLACK POINT ENVIRONMENTAL INC 930 SHILOH RD BLDG 40F WINDSOR, CA 95492	148.75	1913 PROJ#247 146 MAGNOLIA	05/17/2018	18403657 PV-180605	148.75	N
(707) 837-7407						N
003094 BLEGEN, JANET 95 HAMILTON AVE. RIO VISTA, CA 94571	251.00	RVHS LIBRARY SUPPLIES	05/01/2018	18400575 PO-181141	251.00	N
() -						N
014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834	467.25	351180 DHS SERV CONTRACTS	05/10/2018	18402331 PO-180333	242.19	N
		351019 DHS SERV CONTR	05/10/2018	18402331 PO-180859	147.55	N
		351136 CMS PRINTER SUPPLIES	05/10/2018	18402331 PO-180989	77.51	N
(916) 923-0500						N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745	1,698.88	102011 TRANS SUPPLIES	05/10/2018	18402332 PO-180926	1,698.88	N

(209) 531-3928

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010825 CABE 20888 AMAR ROAD WALNUT, CA 91789 (626) 814-4441	710.00	A18108 CABE REGIST	05/01/2018	18400576 PO-180704	710.00	N
013508 CAEYC 950 GLENN DRIVE SUITE 150 FOLSOM, CA 95630 (916) 486-7750	375.00	CONF18-05 CLINE REGIST	05/31/2018	18405877 PO-180912	375.00	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	615.28	ISLE WATER SERV ISLE WATER SERV	05/10/2018 05/15/2018	18402359 PV-180581 18403064 PV-180595	461.47 153.81	N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544	409.75	ZRI007 RMS WATER ZWA010 WG WATER ZBA006 BATES WATER ZMOO02 CDS WATER ZWA010 WG WATER ZWA009 ASP WATER	05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/22/2018 05/22/2018	18402334 PO-180010 18402334 PO-180040 18402334 PO-180365 18402334 PO-180458 18404216 PO-180040 18404199 PO-180587	78.25 121.25 53.50 62.25 68.00 26.50	7 7 7 7 7 7
013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632 (209) 744-1600	1,904.00	RVHS AG LEADERSHIP PACKETS RVHS AG LEADERSHIP PACKETS	05/31/2018 05/31/2018	18405860 PO-181085 18405860 PO-181085	948.00 956.00	N N
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742 (0) - 0	168.00	MAINT WATER TESTING N GLOBAL LABS IN	05/10/2018	18402335 PO-180127	168.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013491 CALIFORNIA LEAGUE OF HS 6621 E. PACIFIC COAST HWY STE 210 LONG BEACH, CA 90803 (562) 430-3136 N	738.00	TAHOE 18 NORRIS CONF REGIST	05/22/2018	18404201 PO-181065	738.00	N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887 N	1,134.68	ISLE WASTE	05/10/2018	18402360 PV-180582	1,134.68	N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615 (0) - 0 N	91.56	WG MILEAGE	05/08/2018	18401772 TC-180305	91.56	N
013820 CAROLINA BIOLOGICAL SUPPLY CO. 2700 YORK ROAD BURLINGTON, NC 27215 (800) 334-5551 N	373.07	50271731 RVHS AG SUPPLIES 50271731 RVHS AG SUPPLIES	05/17/2018 05/17/2018	18403617 PO-181255 18403617 PO-181255	172.00 201.07	N N
014690 CARRILLO, PATRICIA 7012 PRAZZO WAY ELK GROVE, CA 95757 (0) - 0 N	162.08	BATES CONF REIMB	05/01/2018	18400619 TC-180291	162.08	N
011694 CARROT-TOP INDUSTRIES 328 ELIZABETH BRADY ROAD P.O. BOX 820 HILLSBOROUGH, NC 27278 () - N	270.57	555063 WG FLAGS 555063 WG FLAGS 555063 WG FLAGS	05/31/2018 05/31/2018 05/31/2018	18405861 PO-181146 18405861 PO-181146 18405861 PO-181146	270.57 21.98 21.98-	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010520 CASCD PO BOX 1841 OROVILLE, CA 95965 (530) 520-9412	195.00	17-1872 WG EDELIANT REGIST	05/01/2018	18400577 PO-180927	195.00	N
013728 CATA TEACHERS ASSOCIATION PO BOX 834 ELK GROVE, CA 95759-0834 () -	700.00	DHS AG CATA CONF DHS AG CATA CONF	05/01/2018 05/01/2018	18400578 PO-181239 18400578 PO-181239	350.00 350.00	N N
012862 CENTER STATE PIPE & SUPPLY DIV. OF HAJOCA CORP 520 N UNION STREET STOCKTON, CA 95205 (209) 466-0871	567.85	S010146749 MAINT SUPPLIES	05/10/2018	18402333 PO-180128	567.85	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	2,180.72	TRANS GARBAGE WG GARBAGE BATES GARBAGE MOKE GARBAGE	05/03/2018 05/03/2018 05/03/2018 05/03/2018	18401234 PV-180567 18401234 PV-180567 18401234 PV-180567 18401234 PV-180567	128.17 813.94 1,161.73 76.88	N N N N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641 (916) 777-7847	95.00	180424 MAINT REPAIRS	05/08/2018	18401760 PV-180572	95.00	N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039 (0) - 0	262.76	31835887 CMS XEROS LEASE AGMNT	05/10/2018	18402336 PO-180626	262.76	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	67576 ISLE SEWER	05/08/2018	18401749 PO-180112	411.05	N
000077 CITY OF RIO VISTA P.O. BOX 745 ONE MAIN STREET RIO VISTA, CA 94571 (0) - 0	4,033.65	DO WATER RMS WATER DHW WATER RVHS WATER DO SEWER RMS SEWER RVHS SEWER	05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018	18402361 PV-180583 18402361 PV-180583 18402361 PV-180583 18402361 PV-180583 18402361 PV-180583 18402361 PV-180583 18402361 PV-180583	173.82 1,372.61 274.52 2,152.77 51.74 1.65 1.59 4.95	N N N N N N N N
010687 CLASSROOM DIRECT W6316 DESIGN DRIVE GREENVILLE, WI 54942 (800) 248-9171	187.97	208120254385 ISLE SUPPLIES	05/10/2018	18402320 PO-181111	187.97	N
014683 CLEAR VUE EYE CARE 114 N SUNRISE AVE STE C2 ROSEVILLE, CA 95661-2916 (916) 786-2212	2,550.00	99472 SP ED VISION THERAPY	05/22/2018	18404200 PO-180997	2,550.00	N
014088 CLINE, SUZANNE 501 CALIFORNIA ST RIO VISTA, CA 94571 (0) - 0	364.98	ISLE PRE K CONF REIMB ISLE PRE K SUPPLIES ISLE PRE K SUPPLIES	05/01/2018 05/03/2018 05/15/2018	18400626 TC-180292 18401232 PO-180785 18403063 PO-180785	211.13 74.18 79.67	N N N
000810 CM SCHOOL SUPPLY 1025 E. ORANGETHORP AVE ANAHEIM, CA 92801 (0) - 0	1,774.12	145026 ISLE PRE K SUPPLIES	05/08/2018	18401730 PO-180897	1,774.12	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014177 COMMUNITY PLAYTHINGS PO BOX 2 ULSTER, NY 12487 (800) 777-4244	2,539.32	F073X-1 ISLE PRE K SUPPLIES F073X-1 ISLE PRE K SUPPLIES	05/15/2018 05/15/2018	18403060 PO-181273 18403060 PO-181273	2,497.41 41.91	Y Y
001630 CONSTRUCTIVE PLAYTHINGS 1227 E. 119TH STREET GRANDVIEW, MO 64030 (816) 761-5900	717.99	5159253000 F5 SUPPLIES 5159284000 F5 SUPPLIES	05/17/2018 05/17/2018	18403633 PO-181195 18403633 PO-181271	392.77 325.22	N N
001621 COURTLAND MARKET INC 11711 HWY 160 PO BOX 156 COURTLAND, CA 95615 (0) - 0	24.83	BATES SUPPLIES	05/10/2018	18402337 PO-180366	24.83	N
013798 CROWE HORWATH LLP 320 E JEFFERSON BOULEVARD PO BOX 7 SOUTH BEND, IN 46624-0007 () -	23,000.00	745-2164325 AUDIT ENDING 6/18 745-2164325 AUDIT ENDING 6/18 745-2164325 AUDIT ENDING 6/18	05/17/2018 05/17/2018 05/17/2018	18403658 PV-180606 18403663 PV-180606 18403664 PV-180606	17,000.00 3,000.00 3,000.00	7 7 7
013302 D & S PRESS 1105 "A" AIRPORT ROAD RIO VISTA, CA 94571 (707) 374-2442	719.94	2961 RMS FORMS 2983 RVHS PRINTING JOBS 2994 SP ED THARP BUS CARDS	05/08/2018 05/17/2018 05/31/2018	18401731 PO-181130 18403618 PO-181210 18405862 PO-181202	329.79 319.87 70.28	N N N
003332 DA CRUZ, MARIA 2680 BRUSSELLS ST NORTH BEND, OR 97459 (0) - 0	277.05	STALEDATE WARRANT 99543389	05/22/2018	18404240 TC-180326	277.05	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827 N	20,534.60	137383 ED SV CHROMBOOKS RMS 137477 DW TECH SERVICES 137477 DW TECH SERVICES 137477 DW TECH SERVICES 137477 DW TECH SERVICES 137477 DW TECH SERVICES 137477 DW TECH SERVICES 137385 RVHS CHROMEBOOKS 137385 RVHS CHROMEBOOKS 136937CR RETURN CHROMEBOOK 136937 RMS CHROMEBOOKS 136937 RMS CHROMEBOOKS 137361 GASTON COMPUTER 137549 DHW EMIGH NOTEBOOK 137549 DHW EMIGH NOTEBOOK 137548 BATES LAPTOPS	05/03/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/31/2018 05/31/2018 05/31/2018	18401212 PO-181094 18401750 PO-180190 18401750 PO-180190 18401750 PO-180190 18401750 PO-180190 18401750 PO-180190 18401758 PO-180190 18401732 PO-181026 18401732 PO-181026 18402321 PO-180882 18402321 PO-180882 18402321 PO-180882 18402321 PO-181142 18405863 PO-181236 18405863 PO-181236 18405863 PO-181242	1,261.66 107.71 2,154.25 8,078.44 107.71 107.71 215.43 1,065.66 196.00 282.61 1,356.51 904.34 1,059.35 248.00 1,152.81 2,801.63	N N N N N N N N N N N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	1,845.70	58921069 F5 PRINTER LEASE 58921043 WG MACHINE LEASES 59191172 DO SAVIN LEASE 59215709 BUS OFF COPY LEASE 59326625 ED SV COPIER LEASE 59326625 SP ED COPIER LEASE 59111479 BATES LEASE AGRMNT 59354450 F5 PRINTER LEASE 59354441 WG MACHINE LEASES	05/01/2018 05/01/2018 05/17/2018 05/17/2018 05/22/2018 05/22/2018 05/22/2018 05/31/2018 05/31/2018	18400596 PO-180039 18400596 PO-180042 18403638 PO-180111 18403638 PO-180639 18404217 PO-180315 18404217 PO-180315 18404217 PO-181241 18405864 PO-180039 18405879 PO-180042	80.81 167.29 637.48 168.10 138.62 50.00 355.58 80.81 167.01	N N N N N N N N N
014789 DEL PASO PIPE & STEEL 5519 RALEY BLVD SACRAMENTO, CA 95838 (916) 992-6500 N	173.42	427629 RVHS AG SUPPLIES	05/22/2018	18404202 PO-181254	173.42	N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	139,961.00	MAY TAX IN LIEU 16/17	05/08/2018 05/08/2018	18401761 PV-180573 18401761 PV-180573	141,021.00 1,060.00	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010242 DEMCO INC 4810 FOREST RUN ROAD PO BOX 7488 MADISON, WI 53707-7488 (800) 356-1200	355.57	F5 SUPPLIES	05/22/2018	18404203 PO-181265	355.57	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000	466.16	55E1437554 ISLE COPIER CONTRAC 55E1433169 WG MAINT CONTRACT RD05-004 WG MAINT CONTRACT 55E1441561 BATES MAINT AGRMNT 55E1439302 WG MAINT CONTRACT 55E1444053 WG MACHINE SERV	05/01/2018 05/01/2018 05/10/2018 05/17/2018 05/22/2018 05/31/2018	18400597 PO-181049 18400597 PO-181223 18402338 PO-181223 18403639 PO-181218 18404218 PO-181223 18405866 PO-180043	193.45 32.63 64.84 103.94 39.60 31.70	N N N N N N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328 (0) - 0	318.57	5005834 DO WATER 5005834 DO DRINKING WATER	05/01/2018 05/31/2018	18400611 PV-180558 18405851 PV-180627	154.81 163.76	N N
001285 DUBOIS, PATRICIA 422 ST. FRANCIS WAY RIO VISTA, CA 94571 () -	157.61	DHW SP ED MILEAGE	05/31/2018	18405891 TC-180332	157.61	N
014746 DYNAMISM 207 EAST OHIO ST STE# 200 CHICAGO, IL 60611 (312) 281-5305	19,134.04	163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS 163530 CRANE 3D PRINTERS	05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018	18400579 PO-180922 18400579 PO-180922 18400579 PO-180922 18400579 PO-180922 18400579 PO-180922 18400579 PO-180922 18400579 PO-180922 18400579 PO-180922 18400579 PO-180922 18400579 PO-180922	554.27- 62.93- 774.50 937.45- 6,821.73 11,537.81 937.45 62.93 554.27	N N N N N N N N N N
010413 EARLYCHILDHOOD LLC 2 LOWER RAGSDALE	919.46	D25450630101 F5 KINDERCAMP D25481550101 F5 SUPPLIES	05/08/2018 05/31/2018	18401733 PO-181178 18405865 PO-181272	167.69 751.77	N N

SUITE 200
MONTEREY, CA 93940

(800) 836-9515

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014414 EASY ENGLISH TIMES PO BOX 5614 NAPA, CA 94581	104.00	4267 WIND RIVER NEWSPAPER	05/01/2018	18400594 PO-181199	104.00	N
		4267 WIND RIVER NEWSPAPER	05/01/2018	18400594 PO-181199	8.45	N
		4267 WIND RIVER NEWSPAPER	05/01/2018	18400594 PO-181199	8.45	N
(707) 253-9641						N
014795 EDLINK LLC 77 SOLANO SQUARE #262 BENICIA, CA 94510	2,700.00	RDUSDJM12052017 SP ED IEE	05/10/2018	18402339 PO-181324	2,700.00	N
(707) 853-7055						N
014793 EDUCATIONAL FURNITURE 101 WATERSTONE DR OXFORD, MS 38655	6,141.52	1862 DHW TABLES	05/10/2018	18402322 PO-181232	98.03	N
		1862 DHW TABLES	05/10/2018	18402322 PO-181232	261.71	N
		1862 DHW TABLES	05/10/2018	18402322 PO-181232	139.26	N
		1862 DHW TABLES	05/10/2018	18402322 PO-181232	139.26	N
		1862 DHW TABLES	05/10/2018	18402322 PO-181232	1,714.00	N
		1862 DHW TABLES	05/10/2018	18402322 PO-181232	1,206.52	N
		1862 DHW TABLES	05/10/2018	18402322 PO-181232	3,221.00	N
		1862 DHW TABLES	05/10/2018	18402322 PO-181232	98.03	N
		1862 DHW TABLES	05/10/2018	18402322 PO-181232	261.71	N
(662) 638-3977						N
010042 EMIGH, JENNIFER 315 RANIER COURT RIO VISTA, CA 94571	200.40	DHW CONF REIMB	05/08/2018	18401773 TC-180306	200.40	N
(0) - 0						N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482	95.50	L0083799200 SEF LOCAL EXP CHRG	05/10/2018	18402362 PV-180584	95.50	N
(916) 653-5380						N
000344 FLINN SCIENTIFIC INC P.O. BOX 219 BATAVIA, IL 60510	367.82	2209868 RVHS AG SUPPLIES	05/17/2018	18403619 PO-181244	367.82	N
(800) 841-3164						N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	7,429.49	BATES	05/08/2018	18401762	PV-180574	584.23	N
		DHS	05/08/2018	18401762	PV-180574	927.43	N
		RVHS	05/08/2018	18401762	PV-180574	1,070.96	N
		MOKE	05/08/2018	18401762	PV-180574	101.16	N
		BATES	05/08/2018	18401762	PV-180574	65.38	N
(0) - 0 N		WG	05/08/2018	18401762	PV-180574	256.63	N
		RMS	05/08/2018	18401762	PV-180574	350.91	N
		RMS	05/08/2018	18401762	PV-180574	67.81	N
		TRANS	05/08/2018	18401762	PV-180574	43.73	N
		TRANS	05/08/2018	18401762	PV-180574	99.13	N
		RMS	05/08/2018	18401762	PV-180574	43.73	N
		MAINT	05/08/2018	18401762	PV-180574	79.79	N
		MAINT	05/08/2018	18401762	PV-180574	136.18	N
		MAINT	05/08/2018	18401762	PV-180574	152.18	N
		TRANS	05/08/2018	18401762	PV-180574	112.43	N
		DO	05/08/2018	18401762	PV-180574	1,834.93	N
		RADIO RIO	05/08/2018	18401762	PV-180574	125.91	N
		RMS	05/08/2018	18401762	PV-180574	44.30	N
		DHW	05/08/2018	18401762	PV-180574	290.69	N
		ISLE	05/08/2018	18401762	PV-180574	645.64	N
		CMS	05/08/2018	18401762	PV-180574	299.28	N
		FOOD SERVICE	05/08/2018	18401770	PV-180574	55.44	N
		FOOD SERVICE	05/08/2018	18401770	PV-180574	41.62	N
003669 GARDINER, STACI P.O. BOX 762 ISLETON, CA 95641	113.00	TRANS CPR REIMB	05/03/2018	18401239	TC-180299	113.00	N
(0) - 0 N							
003905 GASTON, JENNIFER 329 SACRAMENTO ST RIO VISTA, CA 94571	221.43	SUPT SUPPLIES	05/10/2018	18402340	PO-180777	221.43	N
(0) - 0 N							
014797 GENERATION GENIUS, INC 2500 PERDIDO LANE LOS ANGELES, CA 90077	1,350.00	FF001170 ED SV LICENSE	05/15/2018	18403054	PO-181333	1,350.00	N
(917) 757-3667 N							

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826 (916) 706-1255	1,686.00	1233 ATTY FEES 1233 ATTY FEES	05/10/2018 05/10/2018	18402363 PV-180585 18402363 PV-180585	1,222.00 464.00	Y Y
002775 GOODHEART WILLCOX PUBLISHER 18604 WEST CREEK DRIVE TINLEY PARK, IL 60477-6243 (800) 323-0440	5,195.71	9457100 ED SV BOOKS	05/08/2018	18401734 PO-181205	5,195.71	N N GOODHEART WILC
003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998 (800) 533-0446	1,036.20	9445949 ISLE PE SUPPLIES	05/01/2018	18400580 PO-181147	1,036.20	N N THE PROPHET CO
011654 GORNT0, TERRY PO BOX 514 ISLETON, CA 95641 () -	128.13	MAINT REIMB	05/01/2018	18400620 TC-180293	128.13	N N
014483 GOSS, HEATHER PO BOX 420 DUNNIGAN, CA 95937 (0) - 0	477.09	F5 SUPPLIES F5 CAEYC/ZUMINI REIMB F5 MILEAGE F5 SUPPLIES	05/03/2018 05/03/2018 05/08/2018 05/17/2018	18401222 PO-180343 18401240 TC-180300 18401774 TC-180307 18403640 PO-180343	43.80 176.12 128.18 128.99	N N N N
003111 GOVERNMENT FINANCIAL STRATEGIES INC. 1228 N STREET, SUITE 13 SACRAMENTO, CA 95814-5609 (916) 444-5100	562.50	1322822 PROF SERVICES	05/17/2018	18403659 PV-180607	562.50	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479 (916) 372-7800 N W.W. GRAINGER	436.89	MAINT SUPPLIES	05/10/2018	18402341 PO-180131	436.89	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422 N	685.33	22511999 CMS SERV CONTRACT 22643377 DHS COPER LEASES	05/01/2018 05/31/2018	18400598 PO-180334 18405880 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 N JON CHU	1,438.80	RDUSD1804 SP ED ASST TECH	05/17/2018	18403641 PO-181089	1,438.80	N
014072 H B & T ENVIORMENTAL 1828 TRIBUTE ROAD SUITE M SACRAMENTO, CA 95815 (916) 646-6076 N	5,636.00	18-5247 DHS ASBESTO SURVEY 18-5250 RVHS ASBESTO SURVEY 18-5248 WG ASBESTO SURVEY 18-5249 ISLE ASBESTO SURVEY	05/03/2018 05/03/2018 05/03/2018 05/03/2018	18401235 PV-180571 18401235 PV-180571 18401235 PV-180571 18401235 PV-180571	1,094.00 1,682.00 1,934.00 926.00	N N N N
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533 Y WAYNE STEVENSO	4,425.00	SP ED OCC THERAPY W/E 4/19 SP ED OCC THERAPY W/E 4/26 SP ED OCC THERAPY W/E 5/10 SP ED OCC THERAPY W/E 5/19	05/01/2018 05/10/2018 05/17/2018 05/31/2018	18400599 PO-180306 18402342 PO-180306 18403642 PO-180306 18405881 PO-180306	950.00 825.00 1,125.00 1,525.00	Y Y Y Y
014796 HANRATTY, JERRY 16058 HARBOR DRIVE ISLETON, CA 95641 (0) - 0 N	88.00	TRANS DMV LICENSE FEE REIMB	05/03/2018	18401241 TC-180301	88.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014681 HOANG, TRAM 10090 ROJELIO CT ELK GROVE, CA 95757	135.40	BATES CONF REIMB	05/01/2018	18400621 TC-180294	135.40	N
(0) - 0						N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	1,482.44	MAINT SUPPLIES DHS AG SUPPLIES	05/17/2018 05/17/2018	18403643 PO-180132 18403643 PO-181222	1,285.03 197.41	N N
(0) - 0						N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116	2,002.33	710094598 ED SV BOOKS 953657235 SP ED SUPPLIES 710100793 ED SV BOOKS	05/01/2018 05/01/2018 05/15/2018	18400581 PO-180950 18400581 PO-181030 18403055 PO-181200	554.38 566.98 880.97	N N N
(800) 225-5425						N
013807 HUBERT COMPANY LLC 9555 DRY FORK ROAD HARRISON, OH 45030	121.36	745818 CAFE SUPPLIES	05/10/2018	18402358 PO-180278	121.36	N
(800) 543-7374						N K + K AMERICA
014496 IDENT-A-KID SERVICES 1780 102ND AVE NORTH STE 100 ST. PETERSBURG, FL 33716	570.00	102715 RVHS INDENT A KID	05/08/2018	18401735 PO-181253	570.00	N
(800) 890-1000						N
014169 IMEL, LYNNE PO BOX 720069 REDDING, CA 96099	263.57	SP ED CONF REIMB	05/22/2018	18404241 TC-180327	263.57	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037	4,747.90	3096026 RVHS SUPPLIES 3096026 RVHS SUPPLIES 3096026 RVHS SUPPLIES 3093092 ISLE SUPPLIES 3096029 RVHS AG SUPPLIES 3096029 RVHS AG SUPPLIES 3097194 F5 KINDERCAMP SUPPLIES 3080489 ISLE COPY PAPER 3097193 RVHS/ED SV SUPPLIES 3078698 ISLE PRE K SUPPLIES 3078699 ISLE SUPPLIES 3107788 ISLE PRE K SUPPLIES	05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/03/2018 05/08/2018 05/08/2018 05/17/2018 05/17/2018 05/22/2018	18400582 PO-180079 18400582 PO-180079 18400582 PO-180079 18400582 PO-181121 18400600 PO-181123 18400600 PO-181123 18401213 PO-181179 18401736 PO-180983 18401736 PO-181189 18403655 PO-181278 18403644 PO-181283 18404229 PO-181276	1,204.31 250.00 250.00 522.03 61.91 61.90 199.76 1,554.00 201.30 152.47 144.31 145.91	N N N N N N N N N N N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770	356.70	50271731 RVHS AG SUPPLIES IN155785 RVHS MAINT AGRMNT	05/17/2018 05/17/2018	18403645 PO-180310 18403645 PO-180310	178.35 178.35	N N
013904 INTEGRITY GAMING INC 3101 N. FLOOD AVENUE NORMAN, OK 73069 (800) 749-1918	50.45	180114 DHW SUPPLIES 180114 DHW SUPPLIES 180114 DHW SUPPLIES	05/03/2018 05/03/2018 05/03/2018	18401214 PO-180114 18401214 PO-180114 18401214 PO-180114	4.10 4.10 50.45	N N N
014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670 (0) - 0	136.30	SP ED MILEAGE SP ED CONF REIMB	05/08/2018 05/10/2018	18401775 TC-180308 18402373 TC-180319	64.36 71.94	N N
013649 JP PETROLEUM SERVICE 3065 ASANTE LANE WEST SACRAMENTO, CA 95691 (916) 372-5693	467.75	6759 TRANS TESTING	05/22/2018	18404204 PO-180206	467.75	Y
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD	1,713.18	260076 MAINT SUPPLIES	05/10/2018	18402343 PO-180136	1,713.18	N

SUITE 101
ELK GROVE, CA 95758

(650) 610-4370

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013788 KINGS COUNTY OFFICE OF EDUCATION 1144 W. LACY BLVD HANFORD, CA 93230 (559) 589-2519	1,350.00	181260 CALPADS SUPPORTS	05/08/2018	18401751 PO-180192	1,350.00	N
012005 KIRK KENNER DBA DELTA REFRIDG 5 HILL CT. RIO VISTA, CA 94571 (707) 374-6213	2,097.64	4984 MAINT HVAC REPAIRS 4992/4976 MAINT HVAC REPAIR	05/08/2018 05/22/2018	18401737 PO-180863 18404231 PV-180613	813.50 1,284.14	7 7
014778 KLUBERTANZ EQUIPMENT CO., INC 1165 STATE RD. 73 EDGERTON, WI 53534 (800) 237-3899	95.07	169971 RVHS AG SUPPLIES 169971 RVHS AG SUPPLIES 169971 RVHS AG SUPPLIES 169971 RVHS AG SUPPLIES 169971 RVHS AG SUPPLIES 169971 RVHS AG SUPPLIES	05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018	18401738 PO-181127 18401738 PO-181127 18401738 PO-181127 18401738 PO-181127 18401738 PO-181127 18401738 PO-181127	3.86- 47.54 47.53 3.86 3.86 3.86-	N N N N N N
014513 KONA ICE 7872 RODRIGUEZ CIRCLE SACRAMENTO, CA 95829 (0) - 0	850.00	DHW SNO CONE RENTAL	05/10/2018	18402323 PO-181132	850.00	N
014497 KW CAGES 9565 PATHWAY ST SANTEE, CA 92071 (800) 441-2243	310.70	19516 RVHS AG SUPPLIES 19516 RVHS AG SUPPLIES 19516 RVHS AG SUPPLIES 19516 RVHS AG SUPPLIES 19516 RVHS AG SUPPLIES 19516 RVHS AG SUPPLIES	05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018	18401739 PO-181122 18401739 PO-181122 18401739 PO-181122 18401739 PO-181122 18401739 PO-181122 18401739 PO-181122	14.36- 10.89- 176.69 134.01 14.36 10.89	N N N N N N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	5080 TRANS REPEATER SERV	05/03/2018	18401223 PO-180207	330.00	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895 (800) 424-4772 N	4,935.32	4584260418 ISLE SUPPLIES 4814930418 F5 KINDERCAMP 4643510518 ISLE PRE K SUPPLIES 5147240518 ASP SUPPLIES 4986170418 WG SUPPLIES 4986070418 F5 SUPPLIES 5012290518 F5 SUPPLIES 5148670518 ASP SUPPLIES	05/01/2018 05/08/2018 05/17/2018 05/17/2018 05/22/2018 05/22/2018 05/22/2018 05/31/2018	18400583 PO-181115 18401740 PO-181175 18403636 PO-181139 18403620 PO-181318 18404205 PO-181258 18404205 PO-181263 18404205 PO-181267 18405867 PO-181308	105.16 196.38 912.68 1,233.34 872.40 552.83 835.47 227.06	N N N N N N N N
011595 LAND PARK ACADEMY 6400 FREEPORT BLVD SACRAMENTO, CA 95822 (916) 427-2273 N ADVANCE EDUCAT	7,053.94	1273742 SP ED NPS DUES 1273741 SP ED NPS DUES	05/08/2018 05/08/2018	18401748 PO-180533 18401748 PO-180535	3,274.85 3,779.09	N N
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615 (0) - 0 N	297.57	F5 MILEAGE F5 SUPPLIES	05/08/2018 05/10/2018	18401776 TC-180309 18402324 PO-180456	234.66 62.91	N N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399 N	620.98	#63 ISLE SUPPLIES #135 ED SV SUPPLIES #55 RVHS SUPPLIES #55 RVHS SUPPLIES #175 DHW SUPPLIES	05/10/2018 05/10/2018 05/17/2018 05/17/2018 05/22/2018	18402344 PO-180109 18402364 PV-180586 18403621 PO-180727 18403646 PO-181095 18404219 PO-181230	54.68 107.82 134.12 288.65 35.71	N N N N N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443 N	1,751.65	RVHS WOOD SHOP SUPPLIES MAINT SUPPLIES	05/17/2018 05/17/2018	18403647 PO-180070 18403647 PO-180138	1,672.24 79.41	N N
014665 LOY MATTISON ENTERPRISES 7038 ALMOND HILL COURT ORANGEVALE, CA 95662 (0) - 0 Y	660.00	040118043018 ERATE SERVICES	05/10/2018	18402345 PO-180361	660.00	Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011825 LOZANO SMITH 7404 NORTH SPALDING FRESNO, CA 93720-3370 (559) 431-5600	40.00	DEVELOPER FEE UPDATES	05/15/2018	18403065 PV-180596	40.00	N
000711 LYMAN PARTS DEPOT 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	160.24	MAINT SUPPLIES	05/17/2018	18403648 PO-180139	160.24	N
014799 M&G TRUCK SERVICE, INC. 520 GALVESTON STREET WEST SACRAMENTO, CA 95691-2210 (0) - 0	210.80	15785 WHEEL ALIGNMENT	05/10/2018	18402365 PV-180587	210.80	N
014487 MARI INC. PO BOX 60726 PASADENA, CA 91116 (800) 955-9494	616.17	106245 ISLE SUPPLIES	05/17/2018	18403622 PO-181191	616.17	N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641 (0) - 0	352.59	F5 CONF REIMB F5 MILEAGE	05/03/2018 05/15/2018	18401242 TC-180302 18403075 TC-180322	147.66 204.93	N N
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693 (800) 394-7195	4,740.42	5696710262 SP ED NURSING SERV 5713160262 SP ED NURSING SERV 5729100262 SP ED NURSING SERV 5746040262 SP ED NURSING SERV 5761740262 SP ED NURSING SERV	05/01/2018 05/10/2018 05/10/2018 05/22/2018 05/22/2018	18400601 PO-180611 18402346 PO-180611 18402346 PO-180611 18404220 PO-180611 18404220 PO-180611	1,121.42 936.24 806.52 1,030.24 846.00	N N N N N
014107 MCCARTY, MELADEE 12970 SELF-ESTEEM LANE	760.00	SP ED PROF SERVICES	05/03/2018	18401224 PO-180307	760.00	N

GALT, CA 95632

(209) 601-2940

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115 (614) 755-4151 N	213.84	102776917001 ED SV BOOKS	05/15/2018	18403059 PO-181201	213.84	N
012735 MCKINLEY ELEVATOR CORP. 555 FULTON ST SUITE 202 SAN FRANCISCO, CA 94102 (415) 626-9951 N	511.00	A103392 MAINT INSPECT	05/01/2018	18400602 PO-180140	511.00	N
014647 MICKE GROVE ZOOLOGICAL SOCIETY 11793 N. MICKE GROVE ROAD LODI, CA 95240 (209) 331-2138 N	480.00	MIG ED SMR SCHOOL PRSNTN	05/22/2018	18404206 PO-181344	480.00	N
011713 MITCHELL1 14145 DANIELSON STREET POWAY, CA 92064-6886 (858) 391-5000 N	1,668.72	21505156 TRANS SHOPKEY SOFTWR	05/22/2018	18404207 PO-181050	1,668.72	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000 N MCGRATH RENTCO	1,044.00	1617064 RMS MODULAR LEASE 1642955 RMS MODULAR LEASE	05/01/2018 05/31/2018	18400616 PV-180564 18405857 PV-180624	509.00 535.00	N N
011865 MONTGOMERY, MARSHA 12 HILL COURT RIO VISTA, CA 94571 (0) - 0 N	364.27	RVHS CULINARY SUPPLIES	05/01/2018	18400584 PO-180073	364.27	N
000151 NASCO MODESTO P.O. BOX 3837	104.51	947539 ISLE SUPPLIES	05/03/2018	18401215 PO-181120	104.51	N

4825 STODDARD ROAD
MODESTO, CA 95352-3837

(209) 545-1600

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010299 NATIONAL FFA ORGANIZATION 6060 FFA DRIVE P.O. BOX 68960 INDIANAPOLIS, IN 46268-0960	500.00	MDS129663 DHS AG AWARDS MDS129663 DHS AG AWARDS	05/15/2018 05/15/2018	18403056 PO-181240 18403056 PO-181240	250.00 250.00	N N
(0) - 0 N FUTURE FARMERS						
014170 NAVARRO, ELVIA 24674 N. GRAHAM RD ACAMPO, CA 95220	30.52	BUS OFF MILEAGE	05/01/2018	18400622 TC-180295	30.52	N
(0) - 0 N						
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757	2,103.36	WG SUPPLIES WG SUPPLIES F5 SUPPLIES WG/ELEM MEDALS WG/ELEM MEDALS WG/ELEM MEDALS ED SV WG REIMB WG CONF REIMB WG CONF REIMB WG CONF REIMB WG SUPPLIES WG CONF REIMB WG SUPPLIES WG SUPPLIES WG SUPPLIES	05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/08/2018 05/08/2018 05/08/2018 05/10/2018 05/10/2018 05/22/2018 05/22/2018 05/31/2018	18400603 PO-180044 18400603 PO-180051 18400603 PO-180063 18400585 PO-181163 18400585 PO-181163 18400585 PO-181163 18400623 TC-180296 18401777 TC-180310 18401777 TC-180310 18401777 TC-180310 18402347 PO-180044 18402374 TC-180320 18404221 PO-181224 18404221 PO-181225 18405882 PO-180051	28.00 40.15 199.67 24.20 197.76 36.30 31.08 137.69 324.00 63.00 225.00 46.69 387.07 278.14 84.61	N N N N N N N N N N N N N N N
(0) - 0 N						
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815	246.18	K89238 TRANS TIRES	05/08/2018	18401752 PO-180209	246.18	N
(916) 922-1075 N						
010637 NORTHERN TOOL & EQUIPMENT CO P.O. BOX 1499 BURNSVILLE, MN 55337-0499	742.59	40126433 RVHS AG SUPPLIES 40126433 RVHS AG SUPPLIES 40126433 RVHS AG SUPPLIES 40126433 RVHS AG SUPPLIES 40126433 RVHS AG SUPPLIES	05/08/2018 05/08/2018 05/08/2018 05/08/2018 05/08/2018	18401742 PO-181128 18401742 PO-181128 18401742 PO-181128 18401742 PO-181128 18401742 PO-181128	30.17 30.17 30.17 371.30 30.17	N N N N N
(0) - 0 N						

40126433 RVHS AG SUPPLIES

05/08/2018 18401742 PO-181128

371.29 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	988.48	#676 MAINT SUPPLIES	05/10/2018	18402348 PO-180141	521.08	N
		#1608 RVHS AG SUPPLIES	05/22/2018	18404222 PO-180065	11.10	N
		#1608 RVHS AG SUPPLIES	05/22/2018	18404222 PO-180065	11.10	N
		#822 RVHS SUPPLIES	05/22/2018	18404209 PO-180072	.37	N
		#822 RVHS SUPPLIES	05/22/2018	18404209 PO-180072	122.77	N
(0) - 0 N		#822 RVHS SUPPLIES	05/22/2018	18404209 PO-181096	286.39	N
		#1112 RMS SUPPLIES	05/22/2018	18404232 PV-180614	35.67	N
014654 ORCA BOOK PUBLISHERS PO BOX 468 CUSTER, WA 98240-0468	366.16	309734 ED SV SUPPLIES RMS	05/15/2018	18403057 PO-181289	29.75	N
		309734 ED SV SUPPLIES RMS	05/15/2018	18403057 PO-181289	29.75	N
		309734 ED SV SUPPLIES RMS	05/15/2018	18403057 PO-181289	366.16	N
(800) 210-5277 N						
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	1,824.79	689479080 ISLE SUPPLIES	05/01/2018	18400586 PO-181113	63.44	N
		689638101 DHW SUPPLIES	05/08/2018	18401743 PO-181185	591.92	N
		689638101 DHW SUPPLIES	05/08/2018	18401743 PO-181185	48.09	N
		689638101 DHW SUPPLIES	05/08/2018	18401743 PO-181185	48.09	N
(800) 228-0475 N OTC DIRECT INC		689709200 F5 SUPPLIES	05/08/2018	18401743 PO-181194	13.99	N
		689709200 F5 SUPPLIES	05/08/2018	18401743 PO-181194	13.99	N
		689709200 F5 SUPPLIES	05/08/2018	18401743 PO-181194	172.17	N
		689635038 F5 SUPPLIES	05/15/2018	18403058 PO-181164	179.24	N
		689635038 F5 SUPPLIES	05/15/2018	18403058 PO-181164	14.56	N
		689635038 F5 SUPPLIES	05/15/2018	18403058 PO-181164	14.56	N
		689726956 ASP SUPPLIES	05/17/2018	18403623 PO-180437	290.30	N
		689726956 ASP SUPPLIES	05/17/2018	18403623 PO-180437	23.59	N
		689726956 ASP SUPPLIES	05/17/2018	18403623 PO-180437	23.59	N
		689803127 DHW SUPPLIES	05/31/2018	18405868 PO-181231	437.79	N
		689803127 DHW SUPPLIES	05/31/2018	18405868 PO-181231	35.57	N
		689803127 DHW SUPPLIES	05/31/2018	18405868 PO-181231	35.57	N
		689931553 ASP SUPPLIES	05/31/2018	18405868 PO-181307	89.93	N
		689931553 ASP SUPPLIES	05/31/2018	18405868 PO-181307	7.31	N
		689931553 ASP SUPPLIES	05/31/2018	18405868 PO-181307	7.31	N
013146 PAR P.O. BOX 1416 MINNEAPOLIS, MN 55440	976.32	901697 SP ED SUPPLIES	05/08/2018	18401744 PO-181250	976.32	N
		901697 SP ED SUPPLIES	05/08/2018	18401744 PO-181250	79.33	N
		901697 SP ED SUPPLIES	05/08/2018	18401744 PO-181250	79.33	N
(800) 331-8378 N						

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	1,286.50	67885 ATTY FEES 67885 ATTY FEES	05/01/2018 05/01/2018	18400613 PV-180562 18400613 PV-180562	105.00 1,181.50	Y Y
		Y PARKER & COVE				
010309 PARLIAMENTARY PROCEDURE INSTRUCTIONAL MATERIALS CENTER 12731 25TH AVENUE S E EVERETT, WA 98208-6609 () -	421.00	18061 RVHS AG SUPPLIES 18061 RVHS AG SUPPLIES	05/22/2018 05/22/2018	18404210 PO-181243 18404210 PO-181243	210.50 210.50	N N
		N				
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571 (0) - 0	227.81	ISLE MILEAGE	05/08/2018	18401778 TC-180311	227.81	N
		N				
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690 (916) 776-1215	202.74	WG MILEAGE	05/08/2018	18401779 TC-180312	202.74	N
		N				
013895 PEARSON CLINICAL ASSESSMENT ORDERING PO BOX 599700 SAN ANTONIO, TX 78259 (800) 627-7271	2,142.13	11612183 ED SV ONLINE LICENSE 11625974 SP ED SUPPLIES 11626724 SP ED SUPPLIES	05/08/2018 05/22/2018 05/22/2018	18401741 PO-181168 18404208 PO-181251 18404208 PO-181288	1,144.25 706.40 291.48	N N N
		N				
013805 PERLOT, MAKAYLA 60 ELM AVE GALT, CA 95632 (0) - 0	86.13	WG SUPPLIES	05/17/2018	18403624 PO-180060	86.13	N
		N				

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014794 PERRY, HAYDEE 14719 STATE HWY 160 ISLETON, CA 95641	58.32	BUS OFF MILEAGE	05/01/2018	18400624	TC-180297	58.32	N
(0) - 0		N					
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	59,676.50	RADIO RIO ELECT	05/01/2018	18400614	PV-180560	24.33	N
		RMS ELECT	05/01/2018	18400614	PV-180561	2,153.60	N
		DHW ELECT	05/01/2018	18400614	PV-180561	4,048.09	N
		DHW ELECT	05/01/2018	18400614	PV-180561	159.58	N
(0) - 0		N PACIFIC GAS AN					
		ISLE GARAGE ELECT	05/01/2018	18400614	PV-180561	64.58	N
		ISLE ELECT	05/01/2018	18400614	PV-180561	2,288.87	N
		DHS ELECT	05/01/2018	18400614	PV-180561	3,627.94	N
		DHS ELECT	05/01/2018	18400614	PV-180561	147.19	N
		DHS ELECT	05/01/2018	18400614	PV-180561	4,356.89	N
		LT'S ELECT	05/01/2018	18400614	PV-180561	31.89	N
		LT'S ELECT	05/01/2018	18400614	PV-180561	11.49	N
		LT'S ELECT	05/01/2018	18400614	PV-180561	20.41	N
		RVHS ELECT	05/01/2018	18400614	PV-180561	149.70	N
		RVHS ELECT	05/01/2018	18400614	PV-180561	7,407.36	N
		LIFT PUMP ELECT	05/01/2018	18400614	PV-180561	10.51	N
		N. NETH ELECT	05/01/2018	18400614	PV-180561	40.82	N
		DO ELECT	05/01/2018	18400614	PV-180561	809.46	N
		CMS ELECT	05/01/2018	18400614	PV-180561	1,451.09	N
		DO ELECT	05/01/2018	18400614	PV-180561	58.50	N
		SHOP ELECT	05/01/2018	18400614	PV-180561	60.74	N
		GARAGE ELECT	05/01/2018	18400614	PV-180561	247.31	N
		DHW ELECT	05/15/2018	18403067	PV-180597	25.56	N
		LT'S	05/22/2018	18404233	PV-180615	31.89	N
		N. NETH	05/22/2018	18404233	PV-180615	40.81	N
		DO	05/22/2018	18404233	PV-180615	807.40	N
		LT'S	05/22/2018	18404233	PV-180615	11.48	N
		LT'S	05/22/2018	18404233	PV-180615	20.40	N
		RVHS	05/22/2018	18404233	PV-180615	146.66	N
		RVHS	05/22/2018	18404233	PV-180615	9,134.60	N
		DO	05/22/2018	18404233	PV-180615	58.49	N
		DHW	05/22/2018	18404233	PV-180615	204.64	N
		DHS	05/22/2018	18404233	PV-180615	133.38	N
		DHS	05/22/2018	18404233	PV-180615	3,581.02	N
		GARAGE	05/22/2018	18404233	PV-180615	257.79	N
		CMS	05/22/2018	18404233	PV-180615	1,674.90	N
		DHS	05/22/2018	18404233	PV-180615	4,230.84	N
		GARAGE	05/22/2018	18404233	PV-180615	73.04	N

SHOP	05/22/2018	18404233	PV-180615	61.79	N
ISLE	05/22/2018	18404233	PV-180615	3,007.58	N
LIFT PUMP	05/22/2018	18404233	PV-180615	15.59	N
RMS	05/22/2018	18404233	PV-180615	3,678.33	N
DHW	05/22/2018	18404233	PV-180615	5,309.96	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002737 PLATT 4021 SOUTH MARKET COURT SACRAMENTO, CA 95834 (916) 928-0929 N	450.28	R019628 MAINT SUPPLIES	05/10/2018	18402351 PO-180143	450.28	N
014790 PLAY THERAPY SUPPLY PO BOX 7 ARGOS, IN 46501 (0) 000-0866 N	99.99	137696 F5 SUPPLIES	05/17/2018	18403625 PO-181259	99.99	N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823 (916) 422-0571 N	3,280.40	30809 SP ED NPS DUES	05/08/2018	18401753 PO-180417	3,280.40	N
013992 POSITIVE ACTION 264 4TH AVENUE S TWIN FALLS, ID 83301 (800) 345-2974 N	44.00	48701 ED SV SUPLIES 48701 ED SV SUPLIES 48701 ED SV SUPLIES	05/03/2018 05/03/2018 05/03/2018	18401216 PO-181151 18401216 PO-181151 18401216 PO-181151	44.00 3.58 3.58-	N N N
002828 POSITIVE PROMOTIONS INC 15 GILPIN AVE HAUPPAUGE, NY 11788-8821 (800) 635-2666 N	720.02	5998698 ISLE SUPPLIES 5998698 ISLE SUPPLIES 5998698 ISLE SUPPLIES 6028085 ASP SUPPLIES 6028085 ASP SUPPLIES 6028085 ASP SUPPLIES	05/03/2018 05/03/2018 05/03/2018 05/31/2018 05/31/2018 05/31/2018	18401217 PO-181114 18401217 PO-181114 18401217 PO-181114 18405869 PO-181299 18405869 PO-181299 18405869 PO-181299	236.97 19.25 19.25- 483.05 39.25 39.25-	N N N N N N
014589 PRECISION EXAMS 610 S 850 E SUITE 100 LEHI, UT 84043 (801) 653-9356 N	88.00	14007 CRANE RVHS EXAMS	05/03/2018	18401218 PO-181292	88.00	N
012857 PRISTINE REHAB CARE	29,050.36	5269 SP ED SP THERAPY	05/03/2018	18401225 PO-180300	680.16	7

706 N. DIAMOND BAR BLVD STE #B
DIAMOND BAR, CA 91765

5397 SP ED SP THERAPY
5406/5407 SP ED SP THERAPY

05/10/2018 18402349 PO-180300
05/17/2018 18403649 PO-180300

13,760.00 7
14,610.20 7

(317) 371-3866 Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001271 PRO-ED 8700 SHOAL CREEK BLVD AUSTIN, TX 78757	105.60	2707462 SP ED SUPPLIES	05/08/2018	18401745 PO-181144	105.60	N
		2707462 SP ED SUPPLIES	05/08/2018	18401745 PO-181144	8.58	N
		2707462 SP ED SUPPLIES	05/08/2018	18401745 PO-181144	8.58	N
(800) 897-3202						N
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600	1,649.71	6723226/6733471 MOKE SUPPLIES	05/17/2018	18403650 PO-180428	486.44	N
		6881581 ASP SUPPLIES	05/17/2018	18403626 PO-181314	1,163.27	N
(800) 789-8965						N
013907 QUILL PRODUCTS PO BOX 94080 PALATINE, IL 60094-4080	1,265.12	6550157 CMS SUPPLIES	05/08/2018	18401754 PO-180331	1,265.12	N
() -						N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852	21.71	5000034 DHS AG SUPPLIES	05/01/2018	18400604 PO-180320	10.85	N
		5000034 DHS AG SUPPLIES	05/01/2018	18400604 PO-180320	10.86	N
(0) - 0						N
014410 RAMBO, SONIA 9697 NATURE TRAIL WAY ELK GROVE, CA 95757	1,128.34	RMS SUPPLIES	05/03/2018	18401226 PO-180008	70.98	N
		RMS SUPPLIES	05/03/2018	18401226 PO-180008	320.67	N
		RMS SUPPLIES	05/15/2018	18403062 PO-181248	279.19	N
		RMS SUPPLIES	05/22/2018	18404223 PO-181248	59.29	N
(0) - 0		RMS SUPPLIES	05/31/2018	18405883 PO-181248	398.21	N
000088 RAMOS OIL COMPANY INC DEPT # 34335 PO BOX 39000 SAN FRANCISCO, CA 94139-0001	11,440.89	987993/988064 TRANS FUEL	05/01/2018	18400605 PO-180202	4,691.54	N
		987732 TRANS FUEL	05/10/2018	18402350 PO-180202	2,100.64	N
		987817 TRANS FUEL	05/10/2018	18402350 PO-180202	77.83	N
		987948 TRANS FUEL	05/10/2018	18402350 PO-180202	1,388.87	N
		988182 TRANS FUEL	05/10/2018	18402350 PO-180202	1,091.09	N
(916) 371-2570		988324/988065 TRANS FUEL	05/17/2018	18403651 PO-180202	2,090.92	N
010580 REALLY GOOD STUFF INC	73.64	6385477 BATES SUPPLIES	05/17/2018	18403660 PV-180608	5.98	N

PO BOX 386
BOTSFORD, CT 06404-0386

6385477 BATES SUPPLIES
6385477 BATES SUPPLIES

05/17/2018 18403660 PV-180608
05/17/2018 18403660 PV-180608

5.98- N
73.64 N

(203) 261-1920

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012473 RENAISSANCE LEARNING INC PO BOX 8036 2911 PEACH STREET WISCONSIN RAPIDS, WI 54495-8036 (800) 338-4204	7.25	3947636 WG STAR READING ADD ON	05/22/2018	18404234 PV-180616	7.25	N
013822 RESEARCH PRESS CO INC 2612 N MATTIS AVENUE CHAMPAIGN, IL 61822-1053 (217) 352-3273	44.99	F624304 ED SV SUPPLIES F624304 ED SV SUPPLIES F624304 ED SV SUPPLIES	05/01/2018 05/01/2018 05/01/2018	18400587 PO-181148 18400587 PO-181148 18400587 PO-181148	3.66- 44.99 3.66	N N N
012529 RGM AND ASSOCIATES 3230 MONUMENT WAY CONCORD, CA 94518 (0) - 0	15,489.98	2122 ROOFING PROJECT	05/17/2018	18403662 PV-180610	15,489.98	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0	1,570.20	DO GARBAGE RVHS WASTE DHW WASTE	05/08/2018 05/15/2018 05/15/2018	18401763 PV-180575 18403066 PV-180598 18403066 PV-180598	117.00 943.18 510.02	N N N
014783 RIO VISTA TOWING 140 SACRAMENTO ST. #1024 RIO VISTA, CA 94571 (925) 400-5485	275.00	1016 TRANS TOWING	05/08/2018	18401764 PV-180576	275.00	N
010846 RIOS, ESMERALDA 5075 RYER ROAD EAST WALNUT GROVE, CA 95690 (0) - 0	156.42	WG CONF REIMB	05/08/2018	18401780 TC-180313	156.42	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742 (916) 638-7476	908.79	182509 RVHS ED SV RISO SUPPLIE 183512 ASF RISO SUPPLIES	05/08/2018 05/31/2018	18401746 PO-181188 18405870 PO-181306	151.90 756.89	N N
		N RPSI ENTERPRIS				
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691 () -	294.70	61671 TRANS PARTS	05/22/2018	18404224 PO-180214	294.70	7
		Y				
014143 RODRIGUEZ, CLAUDIA PO BOX 62 COURTLAND, CA 95615 (0) - 0	226.72	PARENT MILEAGE	05/08/2018	18401781 TC-180314	226.72	N
		N				
014206 RODRIGUEZ, JENNIFER 110 JANEWOOD CT FOLSOM, CA 95630 (916) 833-7401	161.64	CMS CONF REIMB DHS SUPPLIES	05/01/2018 05/10/2018	18400625 TC-180298 18402325 PO-180562	60.00 101.64	N N
		N				
014412 ROMERO, MARISOL 12645 SUTTER ISLAND RD COURTLAND, CA 95615 (0) - 0	794.48	PARENT MILEAGE/BUS PASS PARENT MILEAGE/BUS PASS	05/08/2018 05/08/2018	18401782 TC-180315 18401782 TC-180315	732.48 62.00	N N
		N				
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571 (0) - 0	97.10	ED SV MILEAGE ED SV CONF REIMB	05/08/2018 05/10/2018	18401783 TC-180316 18402375 TC-180321	43.60 53.50	N N
		N				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000119 S & W TIRE SERVICE INC P.O. BOX 377 14400 THORNTON ROAD WALNUT GROVE, CA 95690 (916) 776-1717	68.81	1-636 TRANS SUPPLIES	05/10/2018	18402352 PO-180222	68.81	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415 (800) 288-9941	2,208.56	10230299 ASP SUPPLIES 10228568 ASP SUPPLIES	05/31/2018 05/31/2018	18405871 PO-181300 18405884 PO-181300	736.78 1,471.78	N N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852 (0) - 0	7,416.13	BATES ELECT BATES ELECT WG ELECT BATES ELECT TRANS ELECT WG ELECT WG ELECT TRANS ELECT WG ELECT BATES ELECT	05/10/2018 05/15/2018 05/15/2018 05/15/2018 05/15/2018 05/15/2018 05/15/2018 05/15/2018 05/15/2018 05/31/2018	18402366 PV-180588 18403068 PV-180599 18403068 PV-180599 18403068 PV-180599 18403068 PV-180599 18403068 PV-180599 18403068 PV-180599 18403068 PV-180599 18403068 PV-180599 18405853 PV-180628	28.36 375.93 20.30 3,640.29 108.22 27.04 495.55 13.52 2,678.63 28.29	N N N N N N N N N N
014597 SAC STATE CAREER CENTER C/O SHANNON AINGER 6000 J ST LASSEN HALL 1013 SACRAMENTO, CA 958196064 (0) - 0	50.00	20171220-00007 CAREER FAIR	05/17/2018	18403661 PV-180609	50.00	N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814 (916) 874-8250	2,490.25	FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR FISCAL AGENT FEES 3RD QTR	05/22/2018 05/22/2018 05/22/2018 05/22/2018 05/22/2018	18404236 PV-180618 18404236 PV-180618 18404237 PV-180618 18404237 PV-180618 18404237 PV-180618	512.15 512.15 488.65 488.65 488.65	N N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	344.03	BATES SEWER WG SEWER	05/03/2018 05/03/2018	18401236 18401236	PV-180568 PV-180568	163.08 N 180.95 N
(0) - 0 N						
014680 SALCEDO, YULIANA 16791 GLASSCOCK RD LODI, CA 95242	652.47	PARENT TRANS	05/22/2018	18404242	TC-180328	652.47 N
(0) - 0 N						
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101 (800) 724-6527	1,942.75	16754546 WG SUPPLIES 1853884102 F5 BOOKS 1853884102 F5 BOOKS 1853884102 F5 BOOKS 1853884102 F5 BOOKS 1853884102 F5 BOOKS 1853884102 F5 BOOKS 1853884102 F5 BOOKS 1853884102 F5 KINDERCAMP 1853884102 F5 KINDERCAMP 1853884102 F5 KINDERCAMP	05/01/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018 05/10/2018	18400588 18402326 18402326 18402326 18402326 18402326 18402326 18402326 18402326 18402326 18402326	PO-181043 PO-180955 PO-180955 PO-180955 PO-181042 PO-181042 PO-181042 PO-181042 PO-181171 PO-181177 PO-181177 PO-181177	439.25 N 240.00 N 19.50- N 19.50 N 443.00 N 35.99- N 35.99 N 636.50 N 184.00 N 14.95 N 14.95- N
(800) 724-6527 N						
011160 SCHOOL HEALTH CORPORATION 865 MUIRFIELD DRIVE HANOVER PARK, IL 601103 (800) 323-1305	198.14	3431818 F5 SUPPLIES 3431818 F5 SUPPLIES 3431818 F5 SUPPLIES	05/17/2018 05/17/2018 05/17/2018	18403627 18403627 18403627	PO-181174 PO-181174 PO-181174	198.14 N .69 N .69- N
(800) 323-1305 N						
012207 SCHOOL OUTFITTERS.COM 3736 REGENT AVE CINCINNATI, OH 45212-3724 (800) 260-2776	496.29	12810465 SP ED SUPPLIES 12824128/12833681 ASP SUPPLIES	05/01/2018 05/17/2018	18400589 18403628	PO-181158 PO-181311	117.93 Y 378.36 Y
(800) 260-2776 Y						
000268 SCHOOL SERVICE INC 355 SOUTH RTE 83	98.60	39213 CMS FORMS 39213 CMS FORMS	05/10/2018 05/10/2018	18402327 18402327	PO-181134 PO-181134	8.01- N 98.60 N

GRAYSLAKE, IL 60030

39213 CMS FORMS

05/10/2018 18402327 PO-181134

8.01 N

(800) 747-9549

N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	3,301.02	308102974025 BATES SUPPLIES	05/01/2018	18400606	PO-180367	185.66	N
		308102980236 CMS SUPPLIES	05/10/2018	18402353	PO-180330	90.77	N
		308102985706 RMS SUPPLIES	05/17/2018	18403629	PO-181211	287.79	N
		308102992832 ASP SUPPLIES	05/17/2018	18403652	PO-181319	831.86	N
(0) - 0 N		308102993367 BATES SUPPLIES	05/22/2018	18404211	PO-180367	84.89	N
		208120408781 CMS SUPPLIES	05/31/2018	18405885	PO-180330	34.30	N
		308102998787 ASP SUPPLIES	05/31/2018	18405872	PO-181297	696.64	N
		308102990610 ASP SUPPLIES	05/31/2018	18405885	PO-181302	1,085.04	N
		208120442397 ASP SUPPLIES	05/31/2018	18405872	PO-181319	4.07	N
014419 SCHOOLMATE.COM PO BOX 2110 KEARNEY, NE 68848-2110	799.50	489058/489070 ASP SUPPLIES	05/31/2018	18405873	PO-181293	799.50	N
		489058/489070 ASP SUPPLIES	05/31/2018	18405873	PO-181293	64.96	N
		489058/489070 ASP SUPPLIES	05/31/2018	18405873	PO-181293	64.96	N
(800) 516-8339 N							
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	67,204.00	181752 DHS REGIST	05/03/2018	18401219	PO-180931	300.00	N
		181752 DHS REGIST	05/03/2018	18401219	PO-180936	150.00	N
		181912 ED SV REGIST	05/08/2018	18401765	PV-180577	600.00	N
		181791 SP ED EXCESS COSTS17/18	05/15/2018	18403069	PV-180600	52,425.00	N
		181791 SP ED EXCESS COSTS17/18	05/15/2018	18403069	PV-180600	5,825.00	N
(0) - 0 N		182213 ED SV HODGES REGIST	05/22/2018	18404212	PO-181057	10.00	N
		182162 SP ED DYSLEXIA WRKSHP	05/22/2018	18404212	PO-181339	1,644.00	N
		182258 DW DATA, INFO, COURIER	05/31/2018	18405874	PO-180388	4,187.50	N
		182258 DW DATA, INFO, COURIER	05/31/2018	18405874	PO-180388	2,062.50	N
014602 SCOTT MACHINERY 5209 LUCE AVE, BLDG 243-B MCCLELLAN, CA 95652	12,948.29	14380 CRANE DHS AG WELD SUPPLI	05/17/2018	18403630	PO-181167	108.68	N
		14380 CRANE DHS AG WELD SUPPLI	05/17/2018	18403630	PO-181167	12,948.29	N
		14380 CRANE DHS AG WELD SUPPLI	05/17/2018	18403630	PO-181167	108.68	N
(916) 638-7718 N							
014450 SCOTT TECHNOLOGY GROUP 1143 N. MARKET BLVD STE #7 SACRAMENTO, CA 95834	940.11	62959 BATES PRINTER CHARGES	05/01/2018	18400609	PO-181217	338.27	N
		62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	21.82	N
		62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	33.88	N
		62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	4.76	N
(916) 913-6191 N WIZIX TECHNOLO		62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	201.52	N
		62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	16.03	N
		62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	31.67	N
		62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	50.90	N

62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	30.50	N
62466 DO PRINTER CHARGES	05/15/2018	18403072	PV-180601	49.03	N
65866/65552 BATES PRINTER CHRG	05/31/2018	18405876	PO-181217	161.73	N

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013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585 (707) 425-2951	784.12	94708 TRANS PROPANE 94708 TRANS PROPANE 94708 TRANS PROPANE	05/10/2018 05/10/2018 05/10/2018	18402367 PV-180589 18402367 PV-180589 18402367 PV-180589	2.73- 784.12 2.73	N N N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007 (0) - 0	114.17	8124825817 SHREDDING	05/31/2018	18405854 PV-180626	114.17	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	3,477.90	MAY 2018 PREMIUMS MAY 2018 PREMIUMS	05/08/2018 05/08/2018	18401766 PV-180578 18401766 PV-180578	2,474.83 1,003.07	N N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	519.12	MAY 2018 PREMIUMS MAY 2018 PREMIUMS	05/08/2018 05/08/2018	18401767 PV-180579 18401767 PV-180579	259.56 259.56	N N
012876 SIERRA BUILDING SYSTEMS INC PO BOX 541 MEADOW VISTA, CA 95722 () -	800.00	DHS/CMS MONITORING	05/10/2018	18402368 PV-180590	800.00	N
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680 (916) 491-0657	745.56	PARENT MILEAGE	05/08/2018	18401784 TC-180317	745.56	N
014400 SLAGLE, ANTONIA	208.41	ISLE SUPPLIES	05/01/2018	18400590 PO-180910	56.81	N

5811 14TH ST
SACRAMENTO, CA 95822

ISLE SUPPLIES
ISLE SUPPLIES
ISLE SUPPLIES

05/03/2018	18401227	PO-180676	16.95	N
05/15/2018	18403076	TC-180323	38.75	N
05/22/2018	18404225	PO-181284	95.90	N

(0) - 0 N

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014769 SOCIAL THINKING PUBLISHING 404 SARATOGA AVENUE #200 SANTA CLARA, CA 95050 (408) 557-8595 N	174.52	95772 ED SV SUPPLIES	05/03/2018	18401220 PO-181153	174.52	N
012084 SODEXO INC & AFFILIATES DEPT. 43283 LOS ANGELES, CA 90088-3283 (0) - 0 N	105,116.74	MARCH 2018 MEALS MARCH 2018 MEALS DUP PAYMNT CA DEPT OF ED APRIL 2018 CAFE MEALS APRIL 2018 CAFE MEALS	05/15/2018 05/15/2018 05/31/2018 05/31/2018 05/31/2018	18403073 PV-180604 18403073 PV-180604 18405856 PV-180622 18405893 PV-180623 18405893 PV-180623	8,992.89 40,680.07 262.50 44,417.33 10,763.95	N N N N N
014643 SOLANO COUNTY DEPT. OF RESOURCE MANAGEMENT 675 TEXAS ST., SUITE 5500 FAIRFIELD, CA 94533-6341 (707) 784-6765 N	49.00	21181740 TRANS PERMIT	05/10/2018	18402369 PV-180591	49.00	N
012628 SOLANO COUNTY OFFICE OF SELPA 5100 BUSINESS CENTER DRIVE FAIRFIELD, CA 94534 (707) 399-4415 N	1,014.46	18-1872 TUPE GRANT	05/10/2018	18402370 PV-180592	1,014.46	N
012869 SOLUTION TREE 555 NORTH MORTON STREET BLOOMINGTON, IN 47404 (800) 733-6786 N	297.73	922486 BATES SUPPLIES	05/17/2018	18403631 PO-181214	297.73	N
012288 SOUZA, JENNIFER 717 TAMARACK DRIVE LODI, CA 95240 (0) - 0 N	101.37	ISLE MILEAGE	05/03/2018	18401243 TC-180303	101.37	N

3375842564	DHW SUPPLIES	05/03/2018	18401228	PO-181187	440.50	N
3375907677	DHW SUPPLIES	05/03/2018	18401228	PO-181187	33.09	N
3375473554	BUS OFF SUPPLIES	05/08/2018	18401755	PO-180189	484.32	N
3375473563	F5 SPPLIES	05/08/2018	18401755	PO-181176	216.59	N
3375473564	F5 SPPLIES	05/08/2018	18401755	PO-181176	.01-	N
3375473564	F5 SPPLIES	05/08/2018	18401755	PO-181176	3.05	N
3375473564	F5 SPPLIES	05/08/2018	18401755	PO-181176	.01	N

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014069 STAPLES ADVANTA (Continued...)		3375473563 F5 SPPLIES	05/08/2018	18401755	PO-181176	.75-	N
		3375473563 F5 SPPLIES	05/08/2018	18401755	PO-181176	.75	N
		3375907679 F5 SUPPLIES	05/08/2018	18401755	PO-181192	.05	N
		3375907679 F5 SUPPLIES	05/08/2018	18401755	PO-181192	.05-	N
		3375907678 F5 SPPLIES	05/08/2018	18401755	PO-181192	2.46	N
		3375907678 F5 SPPLIES	05/08/2018	18401755	PO-181192	2.46-	N
		3375907679 F5 SUPPLIES	05/08/2018	18401755	PO-181192	15.19	N
		3375907678 F5 SPPLIES	05/08/2018	18401755	PO-181192	706.69	N
		3369574073 DHW SUPPLIES	05/10/2018	18402328	PO-180021	236.02	N
		3376457208 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.06-	N
		3375473566 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.05-	N
		3376457207 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.05	N
		3376457207 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.05-	N
		3375473566 CMS SUPPLIES	05/10/2018	18402354	PO-180328	13.50	N
		3376457205 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.09-	N
		3376457206 CMS SUPPLIES	05/10/2018	18402354	PO-180328	36.78	N
		3376457206 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.13	N
		3376457206 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.13-	N
		3376457207 CMS SUPPLIES	05/10/2018	18402354	PO-180328	14.47	N
		3375473566 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.05	N
		3376457208 CMS SUPPLIES	05/10/2018	18402354	PO-180328	16.08	N
		3376457208 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.06	N
		3376457205 CMS SUPPLIES	05/10/2018	18402354	PO-180328	24.66	N
		3376457205 CMS SUPPLIES	05/10/2018	18402354	PO-180328	.09	N
		3375473555 RDHS SUPPLIES	05/10/2018	18402354	PO-180362	44.84	N
		3375804626 WIND RIVER SUPPLIES	05/10/2018	18402357	PO-180386	10.80	N
		3375842563 WIND RIVER SUPPLIES	05/10/2018	18402357	PO-180386	25.90	N
		3372629745 MAINT SUPPLIES	05/17/2018	18403653	PO-180150	64.77	N
		3376202289 MAINT SUPPLIES	05/17/2018	18403653	PO-180150	70.21	N
		3378299510 BUS OFF SUPPLIES	05/17/2018	18403653	PO-180189	88.87	N
		3376122005 ASP SUPPLIES	05/17/2018	18403653	PO-180439	45.21	N
		3376122005 ASP SUPPLIES	05/17/2018	18403653	PO-180439	.16	N
		3376122005 ASP SUPPLIES	05/17/2018	18403653	PO-180439	.16-	N
		3375183674 ASP SUPPLIES	05/17/2018	18403653	PO-180445	.05	N
		3375183674 ASP SUPPLIES	05/17/2018	18403653	PO-180445	.05-	N
		3375183674 ASP SUPPLIES	05/17/2018	18403653	PO-180445	14.12	N
		3376983690 DHW SUPPLIES	05/17/2018	18403653	PO-180807	152.02	N
		3376909454 CAFE SUPPLIES	05/17/2018	18403656	PO-180824	37.01	N
		3377705625 CAFE SUPPLIES	05/17/2018	18403656	PO-180824	110.01	N
		3376909455 CAFE SUPPLIES	05/17/2018	18403656	PO-180824	2.05	N
		3375473560 DHS SUPPLIES	05/17/2018	18403653	PO-181044	65.51	N
		3375473560 DHS SUPPLIES	05/17/2018	18403653	PO-181044	.23	N
		3375473560 DHS SUPPLIES	05/17/2018	18403653	PO-181044	.23-	N
		3377857645 DHS SUPPLIES	05/17/2018	18403653	PO-181044	63.38	N

3377857645	DHS SUPPLIES	05/17/2018	18403653	PO-181044	.22	N
3377857645	DHS SUPPLIES	05/17/2018	18403653	PO-181044	.22-	N
3376457203	DHS SUPPLIES	05/17/2018	18403653	PO-181044	24.66	N
3376457203	DHS SUPPLIES	05/17/2018	18403653	PO-181044	.09	N
3376457203	DHS SUPPLIES	05/17/2018	18403653	PO-181044	.09-	N
3375907676	F5 SUPPLIES	05/17/2018	18403653	PO-181161	.11-	N
3376839411	F5 SUPPLIES	05/17/2018	18403653	PO-181161	.18	N

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014069 STAPLES ADVANTA (Continued...)		3376839410 F5 SUPPLIES	05/17/2018	18403653 PO-181161	.18	N
		3375907676 F5 SUPPLIES	05/17/2018	18403653 PO-181161	31.44	N
		3376839410 F5 SUPPLIES	05/17/2018	18403653 PO-181161	51.13	N
		3376839411 F5 SUPPLIES	05/17/2018	18403653 PO-181161	51.13	N
		3376839411 F5 SUPPLIES	05/17/2018	18403653 PO-181161	.18-	N
		3376839410 F5 SUPPLIES	05/17/2018	18403653 PO-181161	.18-	N
		3375907676 F5 SUPPLIES	05/17/2018	18403653 PO-181161	.11	N
		3375573737 DHW SUPPLIES	05/17/2018	18403653 PO-181187	300.78	N
		3376457204 DHW SUPPLIES	05/17/2018	18403653 PO-181187	48.42	N
		3376122006 DHW SUPPLIES	05/17/2018	18403653 PO-181187	46.92	N
		3376202290 DHW SUPPLIES	05/17/2018	18403653 PO-181187	16.96	N
		3376122007 DHW SUPPLIES	05/17/2018	18403653 PO-181187	43.01	N
		337857647 ASP SUPPLIES	05/17/2018	18403653 PO-181310	43.05	N
		3377780363 ASP SUPPLIES	05/17/2018	18403653 PO-181310	5.26-	N
		337857647 ASP SUPPLIES	05/17/2018	18403653 PO-181310	.15-	N
		337857647 ASP SUPPLIES	05/17/2018	18403653 PO-181310	.15	N
		3377780363 ASP SUPPLIES	05/17/2018	18403653 PO-181310	5.26	N
		3377780363 ASP SUPPLIES	05/17/2018	18403653 PO-181310	1,511.62	N
		3376983691 F5 KINDERCAMP SUPPL	05/22/2018	18404213 PO-181176	.13	N
		3376983691 F5 KINDERCAMP SUPPL	05/22/2018	18404213 PO-181176	.13-	N
		3376983691 F5 KINDERCAMP SUPPL	05/22/2018	18404213 PO-181176	37.70	N
		3376983694 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.04	N
		3376983692 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.06	N
		3376122008 F5 SUPPLIES	05/22/2018	18404226 PO-181192	51.86	N
		3376202291 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.03-	N
		3376983693 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.06-	N
		3376202291 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.03	N
		3376122008 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.18	N
		3376909456 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.50-	N
		3376983693 F5 SUPPLIES	05/22/2018	18404226 PO-181192	15.94	N
		3376983694 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.04-	N
		3376983694 F5 SUPPLIES	05/22/2018	18404226 PO-181192	11.30	N
		3376122008 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.18-	N
		3376983693 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.06	N
		3376983692 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.06-	N
		3376909456 F5 SUPPLIES	05/22/2018	18404226 PO-181192	144.74	N
		3376909456 F5 SUPPLIES	05/22/2018	18404226 PO-181192	.50	N
		3376983692 F5 SUPPLIES	05/22/2018	18404226 PO-181192	17.23	N
		3376202291 F5 SUPPLIES	05/22/2018	18404226 PO-181192	9.04	N
		3376909457 RDHS SUPPLIES	05/22/2018	18404213 PO-181197	198.34	N
		3377639377 WIND RIVER SUPPLIES	05/22/2018	18404228 PO-181228	8.42	N
		3376983696 WIND RIVER SUPPLIES	05/22/2018	18404228 PO-181228	57.60	N
		3377639375 WIND RIVER SUPPLIES	05/22/2018	18404228 PO-181228	5.94	N
		3378086014 WIND RIVER SUPPLIES	05/22/2018	18404228 PO-181228	19.95	N

3378086015	WIND RIVER SUPPLIES	05/22/2018	18404228	PO-181228	.02	N
337068227	WIND RIVER SUPPLIES	05/22/2018	18404228	PO-181228	46.56	N
3378086015	WIND RIVER SUPPLIES	05/22/2018	18404228	PO-181228	.02-	N
3378086015	WIND RIVER SUPPLIES	05/22/2018	18404228	PO-181228	6.25-	N
3377639376	WIND RIVER SUPPLIES	05/22/2018	18404228	PO-181228	5.94	N
3376983695	WIND RIVER SUPPLIES	05/22/2018	18404228	PO-181228	265.50	N
3377068226	WIND RIVER SUPPLIES	05/22/2018	18404228	PO-181228	13.50	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3377780358 F5 SUPPLIES	05/22/2018	18404226 PO-181270	24.77	N
		3377068230 F5 SUPPLIES	05/22/2018	18404226 PO-181270	2.30-	N
		3377068231 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.12-	N
		3377068230 F5 SUPPLIES	05/22/2018	18404226 PO-181270	2.30	N
		3377780360 F5 SUPPLIES	05/22/2018	18404226 PO-181270	24.77	N
		3377068230 F5 SUPPLIES	05/22/2018	18404226 PO-181270	661.71	N
		3377780362 F5 SUPPLIES	05/22/2018	18404226 PO-181270	24.77	N
		3377780359 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09	N
		3377780359 F5 SUPPLIES	05/22/2018	18404226 PO-181270	24.77	N
		3377780360 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09	N
		3377780359 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09-	N
		3377780361 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09	N
		3377780361 F5 SUPPLIES	05/22/2018	18404226 PO-181270	24.77	N
		3377780356 F5 SUPPLIES	05/22/2018	18404226 PO-181270	24.77	N
		3377780356 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09	N
		3377068231 F5 SUPPLIES	05/22/2018	18404226 PO-181270	35.45	N
		3377068231 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.12	N
		3377780361 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09-	N
		3377780362 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09	N
		3377780357 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09-	N
		3377780362 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09-	N
		3377780360 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09-	N
		3377780358 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09	N
		3377780357 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09	N
		3377780356 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09-	N
		3377780357 F5 SUPPLIES	05/22/2018	18404226 PO-181270	24.77	N
		3377780358 F5 SUPPLIES	05/22/2018	18404226 PO-181270	.09-	N
		3378834688 CBO SUPPLIES	05/31/2018	18405886 PO-180282	127.67	N
		3378299512 SP ED SUPPLIES	05/31/2018	18405875 PO-181170	86.78	N
		3378440927 WIND RIVER SUPPLIES	05/31/2018	18405889 PO-181228	504.93	N
		3378299515 WIND RIVER SUPPLIES	05/31/2018	18405889 PO-181228	45.00	N
		3378834689 ASP SUPPLIES	05/31/2018	18405886 PO-181303	94.28	N
		3378834689 ASP SUPPLIES	05/31/2018	18405886 PO-181303	.33	N
		3378834689 ASP SUPPLIES	05/31/2018	18405886 PO-181303	.33-	N
		3378299519 SP ED SUPPLIES	05/31/2018	18405875 PO-181331	110.01	N
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	49.00	299877 FINGERPRINTING	05/10/2018	18402371 PV-180593	49.00	N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000923 STEVE SMITH ELECTRIC STEPHEN A SMITH P.O. BOX 386 RIO VISTA, CA 94571 (707) 249-1848	533.00	MAINT REPAIRS	05/08/2018	18401756 PO-180653	533.00	7 Y
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571 (707) 374-5567	1,040.44	23100 TRANS SUPPLIES	05/08/2018	18401757 PO-180220	1,040.44	N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114	2,972.78	435842778 DHW SUPPLIES 435842786 DHW SUPPLIES 435657044 ISLE SUPPLIES 437000961 DHS SUPPLIES 439222480 DO SUPPLIES 439220054 DHS SUPPLIES 439223520 DHW SUPPLIES 438465940 CAFE SUPPLIES 435841929 CAFE SUPPLIES	05/03/2018 05/03/2018 05/03/2018 05/22/2018 05/22/2018 05/22/2018 05/22/2018 05/22/2018 05/22/2018	18401229 PO-180156 18401229 PO-180156 18401229 PO-180156 18404227 PO-180156 18404227 PO-180156 18404227 PO-180156 18404227 PO-180156 18404235 PV-180617 18404235 PV-180617	548.97 87.97 530.32 19.17 518.08 145.51 776.93 9.60 336.23	N N N N N N N N N
014675 TALLEY, ELAINE 6 PARKSIDE DR DAVIS, CA 95616 (530) 304-0090	906.25	2018-12 SP ED IEP MEDIATOR	05/03/2018	18401230 PO-180998	906.25	Y
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680	279.92	RVHS MEETING SUPPLIES/FOOD	05/17/2018	18403632 PO-180733	279.92	N
014053 TARGET SPECIALTY PRODUCTS 524 GALVENSTON ROAD WEST SACRAMENTO, CA 95691	511.89	P10788676 MAINT SUPPLIES	05/10/2018	18402355 PO-180158	511.89	N

(916) 374-9900

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014508 TEACHER CREATED RESOURCES 12621 WESTERN AVENUE GARDEN GROVE, CA 92841 (714) 891-7895	69.70	5984592 ISLE SUPPLIES	05/01/2018	18400593 PO-181117	69.70	N
014728 TEACHER SYNERGY TEACHERS PAY TEACHERS 75 REMITTANCE DRIVE DEPT 6759 CHICAGO, IL 60675-6759 (0) - 0	184.29	65306301 MIG ED SMMR SCHL SPLS	05/22/2018	18404214 PO-181334	184.29	N
012484 TORGESON, DIANN 511 Q STREET APT #10 SACRAMENTO, CA 95814 () -	21.44	BATES SUPPLIES	05/01/2018	18400608 PO-180788	21.44	N
001300 TURK, VICKY 936 FLORES WAY RIO VISTA, CA 94571 (0) - 0	132.87	RVHS ADMIN	05/08/2018	18401785 TC-180318	132.87	N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0	10,341.27	APRIL 2018 GASB 45	05/03/2018	18401237 PV-180569	10,341.27	N
014718 ULIBAS PASCUAL, JENNIFER 4312 ROSECREEK CT SACRAMENTO, CA 95826 (0) - 0	112.54	WG CONF REIMB	05/22/2018	18404243 TC-180329	112.54	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	341.54	DO SHIPPING	05/01/2018	18400615 PV-180563	30.64	N
		DO SHIPPING	05/10/2018	18402372 PV-180594	87.11	N
		DO SHIPPING FEES	05/31/2018	18405855 PV-180621	223.79	N
(0) - 0 N						
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	820.11	356292524 RVHS AG LEASE AGRMNT	05/03/2018	18401231 PO-180078	162.19	N
		356292524 RVHS AG LEASE AGRMNT	05/03/2018	18401231 PO-180078	162.19	N
		357365600 DHW MACHINE LEASE	05/31/2018	18405887 PO-180113	72.84	N
		357365600 DHW MACHINE LEASE	05/31/2018	18405887 PO-180113	422.89	N
(800) 328-5371 N						
013657 USLAN, LAURA PO BOX 1128 WALNUT GROVE, CA 95690	538.28	DHS SUPPLIES	05/10/2018	18402329 PO-180450	95.36	N
		CMS SUPPLIES	05/10/2018	18402329 PO-180450	127.47	N
		REIMB SUPPLIES	05/10/2018	18402356 PO-181238	315.45	N
(0) - 0 N						
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	679.96	NURSE 2	05/08/2018	18401768 PV-180580	15.29	7
		NURSE 1	05/08/2018	18401768 PV-180580	53.05	7
		DHS CUST	05/08/2018	18401768 PV-180580	1.05	7
		RVHS CUST	05/08/2018	18401768 PV-180580	59.86	7
() - Y VERIZON WIRELE		ED SV	05/08/2018	18401768 PV-180580	55.77	7
		COUNSELORS	05/08/2018	18401768 PV-180580	50.57	7
		NURSE 2	05/08/2018	18401768 PV-180580	30.05	7
		BEHAVORIST	05/08/2018	18401768 PV-180580	.07	7
		DHS CUST	05/08/2018	18401768 PV-180580	34.04	7
		BATES ADMIN	05/08/2018	18401768 PV-180580	89.27	7
		BATES CUST	05/08/2018	18401768 PV-180580	71.02	7
		ASES 1	05/08/2018	18401768 PV-180580	6.40	7
		GEN ADMIN	05/08/2018	18401768 PV-180580	2.13	7
		NURSE 1	05/08/2018	18401768 PV-180580	15.04	7
		GARDENERS	05/08/2018	18401768 PV-180580	11.17	7
		CMS CUST	05/08/2018	18401768 PV-180580	16.04	7
		DHS SFTY	05/08/2018	18401768 PV-180580	.22	7
		BATES CUST	05/08/2018	18401768 PV-180580	37.66	7
		BATES ADMIN	05/08/2018	18401768 PV-180580	11.52	7
		ASES 3	05/08/2018	18401768 PV-180580	7.53	7
		GARDENERS	05/08/2018	18401768 PV-180580	18.18	7
		ED SV	05/08/2018	18401768 PV-180580	33.87	7

OPERATIONS	05/08/2018	18401768	PV-180580	34.81-	7
GEN ADMIN	05/08/2018	18401768	PV-180580	25.81	7
OPERATIONS	05/08/2018	18401768	PV-180580	30.13	7
RVHS SFTY	05/08/2018	18401768	PV-180580	.22	7
RMS SFTY	05/08/2018	18401768	PV-180580	.22	7
ISLE CUST	05/08/2018	18401768	PV-180580	.22	7
WG CUST	05/08/2018	18401768	PV-180580	.22	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

013997 VERIZON WIRELES (Continued...)		RMS CUST	05/08/2018	18401768 PV-180580	.22	7
		DHW CUST	05/08/2018	18401768 PV-180580	.22	7
		COUNSELORS	05/08/2018	18401768 PV-180580	119.08	7
		DHW ADMIN	05/08/2018	18401768 PV-180580	72.72	7
		ASES 2	05/08/2018	18401768 PV-180580	14.88	7
		DHW SFTY	05/08/2018	18401768 PV-180580	.22	7
		WG SFTY	05/08/2018	18401768 PV-180580	.22	7
		DO SFTY	05/08/2018	18401768 PV-180580	.44	7
		ISLE SFTY	05/08/2018	18401768 PV-180580	.22	7
		BEHAVORIST	05/08/2018	18401768 PV-180580	37.21	7
		RVHS ADMIN	05/08/2018	18401768 PV-180580	80.48	7
		SP ED	05/08/2018	18401769 PV-180580	6.05	7
		SP ED	05/08/2018	18401769 PV-180580	156.82	7
		TRANS 2	05/08/2018	18401769 PV-180580	3.22	7
		MAINT	05/08/2018	18401769 PV-180580	156.06	7
		TRANS 1	05/08/2018	18401769 PV-180580	168.03	7
		RVHS ADMIN	05/08/2018	18401769 PV-180580	39.40	7
		RVHS CUST	05/08/2018	18401769 PV-180580	18.53	7
		ASES 1	05/08/2018	18401769 PV-180580	40.20	7
		ASES 2	05/08/2018	18401769 PV-180580	47.95	7
		SP ED	05/08/2018	18401769 PV-180580	106.10	7
		ASES 3	05/08/2018	18401769 PV-180580	43.61	7
		TRANS 1	05/08/2018	18401769 PV-180580	66.48	7
		SP ED	05/08/2018	18401769 PV-180580	41.04	7
		TRANS 2	05/08/2018	18401769 PV-180580	.62	7
		MAINT	05/08/2018	18401769 PV-180580	214.69	7

000104 WARREN'S MACHINE & WELDING	99.00	16192 MAINT REPAIRS	05/15/2018	18403071 PV-180603	99.00	7
52270 CLARKSBURG ROAD		16192 MAINT REPAIRS	05/15/2018	18403071 PV-180603	8.04	N
P.O. BOX 398		16192 MAINT REPAIRS	05/15/2018	18403071 PV-180603	8.04	N
CLARKSBURG, CA 95612						
(916) 744-1667		Y WIGLEY, WARREN				

010906 WASTE MANAGEMENT OF WOODLAND	134.42	DHS GARBAGE	05/03/2018	18401238 PV-180570	134.42	N
P.O. BOX 78251						
PHOENIX, AZ 85062-8251						
(0) - 0		N				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012247 WELLS FARGO BANK WF 8113 P.O. BOX 1450 MINNEAPOLIS, MN 55485-8113 (0) - 0 N	450.00	1563504 SFID #2CAB	05/17/2018	18403665 PV-180611	450.00	N
000490 WILCO SUPPLY P.O. BOX 3047 5960 TELEGRAPH AVENUE OAKLAND, CA 94609-3047 (800) 745-5450 N	155.15	9085682-01 MAINT SUPPLIES	05/17/2018	18403654 PO-180162	155.15	N
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000 N	7,495.71	RVHS MODULAR LEASE DHW MODULAR LEASE RMS MODULAR LEASE RMS MODULAR LEASE MODULAR LEASES MODULAR LEASES MODULAR LEASES MODULAR LEASES	05/01/2018 05/01/2018 05/01/2018 05/01/2018 05/31/2018 05/31/2018 05/31/2018 05/31/2018	18400617 PV-180565 18400617 PV-180565 18400617 PV-180565 18400617 PV-180565 18405858 PV-180625 18405858 PV-180625 18405858 PV-180625 18405858 PV-180625	936.96 936.96 936.96 936.96 936.96 936.96 936.96 936.99	N N N N N N N N
014750 WORLD OF WONDERS 2 N SACRAMENTO ST LODI, CA 95240 (209) 368-0969 N	518.00	554 MIG ED SMR SCHL SUPPLIES	05/22/2018	18404215 PO-181342	518.00	N
014388 WPS PUBLISH 625 ALASKA AVENUE TORRANCE, CA 90503-5124 (800) 648-8857 N	323.51	210460 SP ED SUPPLIES 211680 SP ED SUPPLIES	05/08/2018 05/17/2018	18401747 PO-181169 18403634 PO-181287	187.92 135.59	N N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	760.53	ED SV CONF REIMB RVHS PRKING REIMB GIANTS	05/22/2018 05/31/2018	18404244 TC-180330 18405892 TC-180333	680.53 80.00	N N

(0) - 0 N



091 RIVER DELTA UNIFIED
MAY 2018 EXPENDITURES

Vendor Activity
05/01/2018 - 05/31/2018

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014706 ZOOM IMAGING SOLUTION 200 S. HARDING BLVD ROSEVILLE, CA 95678	1,137.57	1932742 WIND RIVER SERV CONTR 1947076 DHW SERV CONTR	05/08/2018 05/31/2018	18401759 PO-181047 18405888 PO-181047	692.74 444.83	N N
(916) 369-6526						N
District total:	763,533.08					
Report total:	763,533.08					

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X
Item #: 10.4

From: Kathy Wright, Director of Educational Services

SUBJECT

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$220,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Point Quest

Description of Service(s): Student requires programs and services unique to his/her needs.

Date(s) of Service(s): 2018-2019 school year

The IEP team determined Point Quest the least restrictive environment to meet the student's needs. The 2017-2018 contract was \$220,000. The 2018-2019 contract is \$220,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$220,000 paid by Special Education funds. Daily Rate \$150.22. Transportation Rate \$27.74 round trip. Speech \$95.00 per hour.

Recommendation:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$220,000.

Time: 2 mins.

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

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2018-2019

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Point Quest Education (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"), and 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 California 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 July 1, 2018 to June 30, 2019 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. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, 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 California 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 and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. 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 Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California 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 Services 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 this Master 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 Sections 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 as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

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), 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 the proposed subcontract to LEA for approval. 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 California 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. Such action shall constitute sufficient good cause for termination of this Master Contract.

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 California 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 agrees 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 California 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 California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract.

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 Federal and state law and 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 California 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 within one school day, 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 immediately be forwarded to LEA 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.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is

designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall 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.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California 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 approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved 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 LEA-approved 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 California 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 section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (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 a 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. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

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 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 California 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.

CONTRACTOR 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 or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR 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 California Education Code sections 56366(a)(2)(C) and 56366.9, California 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 California 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); California 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 LEA representatives 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, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

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 standards-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 California 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 to LEA 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 California 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.* 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 a 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 California 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 a 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 a 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 a 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 electronically submit, within 24 hours, 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 California 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*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, 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 et. seq. 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 students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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 re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-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 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) 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 also provide LEA access to all records contemplated by 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 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.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or

representatives. This Master Contract is effective on the 1st day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

LEA
River Delta Unified School District

Nonpublic School/Agency

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

By: Kathy Wright, Director of Educational Services

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

River Delta Unified School District

Nonpublic School/Agency/Related Service Provider

LEA
445 Montezuma Street

Address

Address
Rio Vista Ca 94571

City State Zip

City State Zip
707-374-1729 707-374-2901

Phone Fax

Phone Fax
tsalomon@rdusd.org

Email*
(*Required)

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email



EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR _____ **Point Quest** _____ **CONTRACTOR NUMBER** _____ **2018-2019**
(NONPUBLIC SCHOOL) _____ **(CONTRACT YEAR)**

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

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

Payment under this contract may not exceed \$220,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$150.22</u>	<u>Daily Rate</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	<u>\$27.74</u>	<u>Round Trip</u>
b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	<u>\$95.00</u>	<u>Per Hour</u>
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	<u>\$110.00</u>	<u>Per hour</u>
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

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

**By credentialed Special Education Teacher.

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.5

SUBJECT

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$65,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Point Quest

Description of Service(s): To provide instructional assistants for two District Special Education students.

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 contract was \$65,000. The 2018-2019 contract is not to exceed \$65,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$65,000 paid by Special Education funds.

Recommendation:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$65,000.

Time: 2 mins.

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2018-2019

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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2018-2019

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 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”), and 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 California 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 July 1, 2018 to June 30, 2019 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. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, 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 California 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 and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. 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 Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California 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 Services 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 this Master 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 Sections 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 as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

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), 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 the proposed subcontract to LEA for approval. 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 California 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. Such action shall constitute sufficient good cause for termination of this Master Contract.

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

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

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as

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

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

23. INSTRUCTIONAL MINUTES

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

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California 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 agrees 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 California 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 California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract.

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 Federal and state law and 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 California 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 within one school day, 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 immediately be forwarded to LEA 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.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is

designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall 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.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California 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 approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved 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 LEA-approved 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 California 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 section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (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 a 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. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

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 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 California 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.

CONTRACTOR 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 or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR 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 California Education Code sections 56366(a)(2)(C) and 56366.9, California 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 California 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); California 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 LEA representatives 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, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

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 standards-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 California 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 to LEA 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 California 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.* 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 a 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 California 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 a 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 a 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 a 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 electronically submit, within 24 hours, 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 California 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*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, 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 et. seq. 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 students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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 re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-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 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) 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 also provide LEA access to all records contemplated by 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 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.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or

representatives. This Master Contract is effective on the 1st day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

LEA
River Delta Unified School District

By: _____
Signature Date
By: _____
Kathy Wright, Director of Educational Services
Name and Title of Authorized Representative

Notices to LEA shall be addressed to:
Douglas Phillips/Director SpEd/SELPA

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista CA 94571

City State Zip
707-374-1729 707-374-2901

Phone Fax
tsalomon@rdusd.org

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 \$65,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	Instructional Assistant	\$ 40.00 Per Hour

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 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 (Bizzi Bodies Children's Therapy) for the 2018-2019 school year at a cost not to exceed \$5,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Bizzi Bodies Children's Therapy

Description of Service(s): Student requires programs and services unique to his/her needs. The IEP team determined Bizzi Bodies to provide physical therapy services for district students attending special schools.

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 contract was \$5,000. The 2018-2019 contract is not to exceed \$5,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$5,000 paid by Special Education funds. The rate for physical therapy services is \$105.00 per hour.

Recommendation:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Bizzi Bodies Children's Therapy) for the 2018-2019 school year at a cost not to exceed \$5,000.

Time: 2 mins.

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2018-2019

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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2018-2019

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Bizzi Bodies Childrens Therapy

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

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

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), and 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 California 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 July 1, 2018 to June 30, 2019 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. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, 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 California 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 and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. 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 Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California 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 Services 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 this Master 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 Sections 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 as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

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), 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 the proposed subcontract to LEA for approval. 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 California 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. Such action shall constitute sufficient good cause for termination of this Master Contract.

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 California 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 agrees 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 California 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 California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract.

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 Federal and state law and 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 California 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 within one school day, 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 immediately be forwarded to LEA 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.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is

designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall 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.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California 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 approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved 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 LEA-approved 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 California 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 section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (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 a 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. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

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 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 California 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.

CONTRACTOR 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 or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR 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 California Education Code sections 56366(a)(2)(C) and 56366.9, California 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 California 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); California 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 LEA representatives 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, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

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 standards-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 California 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 to LEA 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 California 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.* 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 a 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 California 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 a 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 a 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 a 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 electronically submit, within 24 hours, 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 California 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*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, 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 et. seq. 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 students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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 re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-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 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) 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 also provide LEA access to all records contemplated by 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 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.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or

representatives. This Master Contract is effective on the 1st day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

LEA
River Delta Unified School District

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

By: _____
Signature Date

By: _____
Kathy Wright, Director of Educational Services
Name and Title of Authorized Representative

Notices to LEA shall be addressed to:

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista CA 94571

City State Zip
707-374-1729 707-374-2901

Phone Fax
tsalomon@rdusd.org

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 – 2018-2019 CONTRACT YEAR

CONTRACTOR Bizzi Bodies Childrens Therapy 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 \$5,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

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

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

Item #: 10.7

From: Kathy Wright, Director of Educational Services

SUBJECT

Request to approve the Professional Expert Agreement with Jeff Simpson to provide speech therapy services at a cost not to exceed \$40,000 for the 2018-2019 school year.

Action:
Consent Action: X
Information Only:

Background & Status:

Name of Vendor: Jeff Simpson

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

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 contract was \$40,000. The 2018-2019 contract is not to exceed \$40,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

\$300.00 per assessment. \$60 per hour to attend IEP meetings and staff meetings. Cost not to exceed \$40,000 paid by Special Education funds.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Jeff Simpson to provide speech therapy services at a cost not to exceed \$40,000 for the 2018-2019 school year.

Time: 2 mins.

River Delta Unified School District

445 Montezuma Street
Rio Vista, CA 94571

Professional Expert Agreement

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

River Delta Unified School District agrees to Contract with Jeff Simpson for the services performed from: July 1, 2018 to: June 30, 2019.

Services to be performed: To provide speech therapy services for district students.

Amount to be paid:

Budget # 6500 \$ 40,000
Budget # _____ \$ _____

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

\$60 per hour or \$300 per assessment - contract not to exceed \$40,000.

Pay Rate: \$ 60.00 per hour (hour, day, week, month, flat rate, stipend)

Requested by: _____ / Director
Title Date

Supervisor Approval: _____ / _____
Title Date

Director of Personnel Date

Assistant Superintendent, Business Services Date

NOTE: This form must be accompanied by the following:

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

Identify services completed and submit to payroll:

Completed: _____ Certifying Administrator

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

Professional Expert Completes:

Name _____

S.S. # _____

Address _____

Telephone # _____

/

Professional Expert Signature Date

Do you have a valid CA teaching credential?

Yes No

Are you presently or have you been a member of

PERS Yes No

STRS Yes No

Are you presently an employee of RDUSD?

Yes No

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.8

SUBJECT

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Autism Services) for the 2018-2019 school year at a cost not to exceed \$70,000.

Action:
Consent Action: X
Information Only:

Background & Status:

Name of Vendor: Capital Autism Services

Description of Service(s): Students require programs and services unique to his/her needs.

Date(s) of Service(s): 2018-2019 school year

The IEP team determined Capital Autism Services the least restrictive environment to meet the students' needs. The 2017-2018 contract was 70,000. The 2018-2019 contract is not to exceed \$70,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$70,000 paid by Special Education funds. Daily Education Rate \$162.71. Speech and Language \$91.68 per hour. Occupational Therapy \$91.68 per hour.

Recommendation:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Autism Services) for the 2018-2019 school year at a cost not to exceed \$70,000.

Time: 2 mins.

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2018-2019

Nonpublic School

Nonpublic Agency

Type of Contract:

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

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

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

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

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2018-2019

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Capital Autism Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

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

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and 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 California 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 July 1, 2018 to June 30, 2019 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. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, 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 California 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 and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. 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 Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California 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 Services 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 this Master 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 Sections 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 as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

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), 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 the proposed subcontract to LEA for approval. 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 California 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. Such action shall constitute sufficient good cause for termination of this Master Contract.

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 California 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 agrees 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 California 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 California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract.

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 Federal and state law and 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 California 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 within one school day, 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 immediately be forwarded to LEA 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.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is

designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall 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.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California 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 approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved 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 LEA-approved 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 California 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 section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (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 a 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. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

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 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 California 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.

CONTRACTOR 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 or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR 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 California Education Code sections 56366(a)(2)(C) and 56366.9, California 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 California 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); California 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 LEA representatives 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, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

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 standards-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 California 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 to LEA 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 California 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.* 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 a 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 California 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 a 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 a 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 a 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 electronically submit, within 24 hours, 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 California 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*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, 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 et. seq. 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 students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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 re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-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 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) 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 also provide LEA access to all records contemplated by 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 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.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or

representatives. This Master Contract is effective on the 1st day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School/Agency

By:

Signature Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

LEA
River Delta Unified School District

By:

Signature Date

By:

Kathy Wright, Director of Educational Services
Name and Title of Authorized Representative

Notices to LEA shall be addressed to:
Douglas Phillips/Director SpEd/SELPA

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista CA 94571

City State Zip
707-374-1729 707-374-2901

Phone Fax
tsalomon@rdusd.org

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2018-2019 CONTRACT YEAR

CONTRACTOR Capital Autism **CONTRACTOR NUMBER** 2018-2019
(NONPUBLIC SCHOOL) (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \$70,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$162.71</u>	<u>Daily Rate</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	<u>\$45.00</u>	<u>Round Trip</u>
b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	<u>\$91.68</u>	<u>Per hour</u>
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	<u>\$91.68</u>	<u>Per hour</u>
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____
Provided by: _____	_____	_____
(11) Nursing Services	_____	_____

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

**By credentialed Special Education Teacher.

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.9

SUBJECT

Action: _____

Request to approve the Independent Contract for Services Agreement with Hand in Hand Therapeutics for the 2018-2019 school year at a cost not to exceed \$45,000.

Consent Action: X

Information Only: _____

Background & Status:

Name of Vendor: Hand in Hand Therapeutics

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

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 contract was \$45,000. The 2018-2019 contract is not to exceed \$45,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$45,000 paid by Special Education.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Hand in Hand Therapeutics for the 2018-2019 school year at a cost not to exceed \$45,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2901
www.riverdelta.k12.ca.us

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

1. **TERM:** The term of this agreement is from July 1, 2018 through June 30, 2019. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

2. **CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows: Provide occupational therapy services for district students.

3. **PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:
\$ 100.00 per day week month year or per X hour
OR
for a total cost not to exceed \$ 45,000

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

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

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name Date

Requested By Date

Social Security Number/Federal Tax ID Number

Approval Signature Date

Address State Zip

Budget Code (Name & Coding)

Contact Phone and Email

Board of Trustees Action Date

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.10

SUBJECT

Request to approve the Professional Expert Agreement with Linda Mitchell for Adapted Physical Education Services for the 2018-2019 school year at a cost not to exceed \$5,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Linda Mitchell

Description of Service(s): To provide Adapted Physical Education Services to district special education students.

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 Agreement was not to exceed \$5,000. The 2018-2019 Agreement is not to exceed \$5,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$5,000 paid by Special Education funds.

Recommendation:

That the Board approve the Professional Expert Agreement with Linda Mitchell for Adapted Physical Education Services for the 2018-2019 school year at a cost not to exceed \$5,000.

Time: 2 mins.

River Delta Unified School District

445 Montezuma Street
Rio Vista, CA 94571

Professional Expert Agreement

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

River Delta Unified School District agrees to Contract with Linda Mitchell for the services performed from: July 1, 2018 to: June 30, 2019.

Services to be performed: To provide Adaptive Physical Education Services.

Amount to be paid:

Budget # 6500 \$ 30.00 per hour
Budget # 6500 \$ 150.00 per assessment

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

Pay Rate: \$ 30.00 per hour (hour, day, week, month, flat rate, stipend)

Requested by: _____ / _____
Title Date

Supervisor Approval: _____ / _____
Title Date

Director of Personnel Date

Assistant Superintendent, Business Services Date

NOTE: This form must be accompanied by the following:

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

Identify services completed and submit to payroll:
Completed: _____ **Certifying Administrator**

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

Professional Expert Completes:

Name _____

S.S. # _____

Address _____

Telephone # _____

/

Professional Expert Signature _____ Date

Do you have a valid CA teaching credential?

Yes No

Are you presently or have you been a member of

PERS Yes No

STRS Yes No

Are you presently an employee of RDUSD?

Yes No

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.11

SUBJECT

Request to approve the Independent Contract for Services Agreement with Meladee McCarty to provide program specialist services for the 2018-2019 school year at a cost not to exceed \$5,000.

Action: _____
Consent Action:
Information Only: _____

Background & Status:

Name of Vendor: Meladee McCarty, SELPA Project Manager

Description of Service(s): Program Specialist Responsibilities include supportive case management for students with a wide range of disabilities, preparation and attendance at IEP meetings, tracking and support to students from the district who attend school outside the district, placement services, contact with outside agencies, coordination of services for students with severe disabilities, Low incidence funding requests, staff development, contact with parents and related service providers, and other projects as requested by the River Delta Unified School District.

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 contract was \$5,000. The 2018-2019 contract is not to exceed \$5,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

\$300.00 per day. Not to exceed \$5,000 paid by Special Education Funding

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Meladee McCarty to provide program specialist services for the for the 2018-2019 school year at a cost not to exceed \$5,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
<http://riverdelta.org>

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. **TERM:** The term of this agreement is from July 1, 2018 through June 30, 2019. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): Program Specialist Responsibilities include supportive case management for students with a wide range of disabilities, preparation and attendance at IEP meetings, tracking and support to students from the district who attend school outside the district, placement services, contact with outside agencies, coordination of services for students with severe disabilities, Low incidence funding requests, staff development, contact with parents and related service providers, and other projects as requested by the River Delta Unified School District.

2. **PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:

\$300.00 per day for a total cost not to exceed \$5,000.00

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

3. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 *et seq.*).

Creating Excellence To Ensure That All Students Learn

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

- 4. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
- 5. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
- 6. **COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
- 7. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract). The Superintendent may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and, thus, is not required to comply fully with the disclosure requirements described in those Sections cited above. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code Form 700 Statements of Economic Interest. In addition, if the contract itself contains Conflict of Interest/Statements of Economic Interest Disclosures, the consultant is not required to re-file with the District annually.
- 8. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.
- 9. **ARBITRATION:** It is mandated that all parties of this agreement jointly agree on the identification of the arbitrator, the venue of the arbitration hearing, the manner in which the arbitrator's fee is satisfied and by whom, and whether or not the decision is binding.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

_____ Meladee McCarty _____
 Printed/Typed Name Date

_____ _____
 Social Security Number/Federal Tax ID Number

_____ _____ _____
 Address State Zip

_____ _____
 Contact Phone and Email

 Signature (Contractor/Consultant Authorized Representative)

_____ _____
 Requested By (signature/printed) Date

_____ _____
 Supt/Board Approval Signature Date

_____ _____
 Budget Code (Name & Coding)

_____ _____
 Date of Board of Trustees Action

Consultant must answer the two questions below:

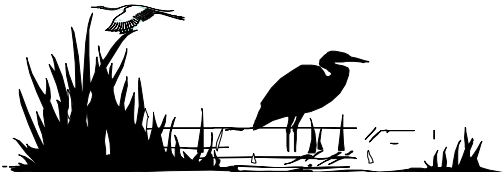
- 1. Are you presently or have you been a member of PERS: Yes___ No_ or STRS: Yes___ No_
- 2. Are you presently an employee of River Delta Unified School District? Yes _____ No _____

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

By: SY of AALRR/BLM

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Meladee McCarty, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement. Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this Agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

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

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: __10.12__

SUBJECT

Request to approve the 2018-2019 General Agreement for Nonpublic, Nonsectarian School/Agency Pristine Rehab Care to provide speech therapy services for district students at a cost not to exceed \$240,000.

Action: _____
Consent Action: ___x___
Information Only: _____

Background & Status:

Name of Vendor: _____ Pristine Rehab Care _____

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

Date(s) of Service(s): _____ 2018-2019 School Year _____

The 2017-2018 contract was \$240,000. The 2018-2019 contract is not to exceed \$240,000.

Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

\$86.00 per hour for speech therapy services. Not to exceed \$240,000 from Special Education funds.

Recommendation:

That the Board approves the 2018-2019 General Agreement for Nonpublic, Nonsectarian School/Agency Pristine Rehab Care to provide speech therapy services for district students at a cost not to exceed \$240,000.

Time: _____2_ mins.____

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2018-2019

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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2018-2019

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Pristine Rehab

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Pristine Rehab (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"), and 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 California 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 July 1, 2018 to June 30, 2019 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. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, 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 California 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 and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. 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 Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California 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 Services 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 this Master 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 Sections 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 as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

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), 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 the proposed subcontract to LEA for approval. 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 California 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. Such action shall constitute sufficient good cause for termination of this Master Contract.

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 California 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 agrees 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 California 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 California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract.

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 Federal and state law and 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 California 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 within one school day, 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 immediately be forwarded to LEA 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.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is

designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall 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.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California 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 approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved 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 LEA-approved 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 California 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 section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (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 a 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. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

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 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 California 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.

CONTRACTOR 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 or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR 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 California Education Code sections 56366(a)(2)(C) and 56366.9, California 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 California 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); California 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 LEA representatives 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, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

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 standards-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 California 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 to LEA 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 California 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.* 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 a 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 California 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 a 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 a 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 a 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 electronically submit, within 24 hours, 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 California 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*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, 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 et. seq. 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 students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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 re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-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 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) 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 also provide LEA access to all records contemplated by 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 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.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or

representatives. This Master Contract is effective on the 1st day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

LEA
River Delta Unified School District

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

By: _____
Signature Date

By: _____
Kathy Wright, Director of Educational Services
Name and Title of Authorized Representative

Notices to LEA shall be addressed to:
Douglas Phillips/Director SpEd/SELPA

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista CA 94571

City State Zip
707-374-1729 707-374-2901

Phone Fax
tsalomon@rdusd.org

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 – 2018-2019 CONTRACT YEAR

CONTRACTOR Pristine Rehab 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 240,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ <u>86.00</u> Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
		\$ _____ Per Hour

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.13

SUBJECT

Request to approve the Independent Contract for Services Agreement with Hanoch McCarty for the 2018-2019 school year at a cost not to exceed \$5,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Hanoch McCarty

Description of Service(s): To provide assistive technology services for district students.

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 contract for assistive technology services was \$5,000. The 2018-2019 contract is not to exceed \$5,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$5,000 paid by Special Education.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Hand in Hand Therapeutics for the 2018-2019 school year at a cost not to exceed \$5,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
<http://riverdelta.org>

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. **TERM:** The term of this agreement is from **July 1, 2018** through **June 30, 2019**. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): **To provide assistive technology services for district students.**

PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:

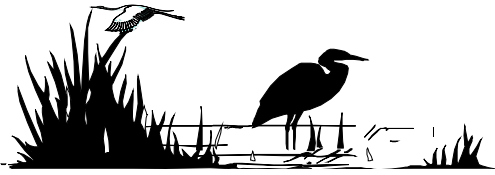
\$100.00 per hour for a total cost not to exceed \$5,000.

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

2. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 et seq.).

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Hanoch McCarty, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement. Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this Agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

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

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.14

SUBJECT

Action: _____

Request to approve the Independent Contract for Services Agreement with Maxim Staffing Solutions for the 2018-2019 school year at a cost not to exceed \$85,000.

Consent Action: X

Information Only: _____

Background & Status:

Name of Vendor: Maxim Staffing Solutions

Description of Service(s): To provide nursing services to meet the specialized needs of two Special Education students placed in a SCOE program

Date(s) of Service(s): 2018-2019 school year

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

\$65.00 per hour. Not to exceed \$85,000 paid by Special Education.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Maxim Staffing Solutions for the 2018-2019 school year at a cost not to exceed \$85,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
<http://riverdelta.org>

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. **TERM:** The term of this agreement is from July 1, 2018 through June 30, 2019. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To provide nursing services to meet the specialized needs of two Special Education students placed in a SCOE program.

PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:

\$47.00 per hour for a total cost not to exceed \$85,000.

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

2. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 *et seq.*).

Creating Excellence To Ensure That All Students Learn

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

3. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
4. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
5. **COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
6. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract). The Superintendent may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and, thus, is not required to comply fully with the disclosure requirements described in those Sections cited above. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code Form 700 Statements of Economic Interest. In addition, if the contract itself contains Conflict of Interest/Statements of Economic Interest Disclosures, the consultant is not required to re-file with the District annually.
7. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.
8. **ARBITRATION:** It is mandated that all parties of this agreement jointly agree on the identification of the arbitrator, the venue of the arbitration hearing, the manner in which the arbitrator's fee is satisfied and by whom, and whether or not the decision is binding.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name	Date	
Social Security Number/Federal Tax ID Number		
Address	State	Zip
Contact Phone and Email		
Signature (Contractor/Consultant Authorized Representative)		

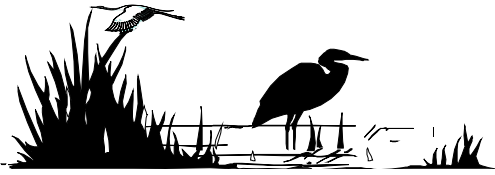
Requested By (signature/printed)	Date
Supt/Board Approval Signature	Date
Budget Code (Name & Coding)	
Date of Board of Trustees Action	

Consultant must answer the two questions below:

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

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

By: SY of AALRR/BLM



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Maxim Staffing Solutions, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement. Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this Agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

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

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: _X_

From: Kathy Wright, Director of Educational Services

Item #: 10.15

SUBJECT

Request to approve the Independent Contract for Services Agreement with Seto Educational Support Services for the 2018-2019 school year at a cost not to exceed \$20,000.

Action: _____
Consent Action: _X_
Information Only: _____

Background & Status:

Name of Vendor: Seto Educational Support Services

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

Date(s) of Service(s): 2018-2019 school year

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

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

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Seto Educational Support Services for the 2018-2019 school year at a cost not to exceed \$20,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
<http://riverdelta.org>

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Seto Educational Support Services hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. **TERM:** The term of this agreement is from **July 1, 2018** through **June 30, 2019**. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): **To provide psychological services for district students.**

PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:

\$100.00 per hour for a total cost not to exceed \$20,000.

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

2. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 et seq.).

Creating Excellence To Ensure That All Students Learn

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

- 3. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
- 4. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
- 5. **COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
- 6. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract). The Superintendent may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and, thus, is not required to comply fully with the disclosure requirements described in those Sections cited above. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code Form 700 Statements of Economic Interest. In addition, if the contract itself contains Conflict of Interest/Statements of Economic Interest Disclosures, the consultant is not required to re-file with the District annually.
- 7. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.
- 8. **ARBITRATION:** It is mandated that all parties of this agreement jointly agree on the identification of the arbitrator, the venue of the arbitration hearing, the manner in which the arbitrator's fee is satisfied and by whom, and whether or not the decision is binding.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

April Seto
 Printed/Typed Name _____ Date _____

 Social Security Number/Federal Tax ID Number _____

 Address _____ State _____ Zip _____

 Contact Phone and Email _____

 Signature (Contractor/Consultant Authorized Representative)

 Requested By (signature/printed) _____ Date _____

 Supt/Board Approval Signature _____ Date _____

 Budget Code (Name & Coding)

 Date of Board of Trustees Action

Consultant must answer the two questions below:

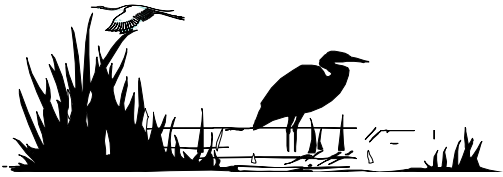
- 1. Are you presently or have you been a member of PERS: Yes___ No_ or STRS: Yes___ No_
- 2. Are you presently an employee of River Delta Unified School District? Yes _____ No _____

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

By: SY of AALRR/BLM

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Seto Educational Support Services, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement. Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this Agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

Creating Excellence To Ensure That All Students Learn

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

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: _____

Item #: _____ 10.16 _____

From: Kathy Wright, Director of Educational Services

SUBJECT:

Action: _____

Consent Action: _____

Request permission to apply for the Agricultural Grant for the 2018-2019 school year.

Information Only: _____

Background & Status:

This grant will provide needed funds for the operation of the Delta High School Agricultural Department for the 2018-2019 school year.

This grant will provide needed funds for the operation of the Rio Vista High School Agricultural Department for the 2018-2019 school year.

Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

No cost to the school or the district.

Recommendation:

That the Board grants permission to apply for the Agricultural Grant for the 2018-2019 school year.

Time: _____ 2 mins. _____

Rio Vista High School
Agriculture Teachers

Maureen Reis
Holly Chesnut

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET ALL THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED ALL THE REQUIRED QUALITY CRITERIA,
PLEASE CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES,
PLEASE COMPLETE A **VARIANCE REQUEST FORM** FOR EACH
AND CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

IF YOU DO NOT MEET ALL REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING
THROUGH THE AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018 - 19 APPLICATION FOR FUNDING
Due Date: To be received in Regional Supervisor's Office by June 30, 2018

Award Estimator

DATES OF PROJECT DURATION: JULY 1, 2018 TO JUNE 30, 2019

Applicant Information (please fill in the underlined fields)

Number of Different Agriculture Teachers at Site (Please attach a separate list of Agriculture teachers' names):	<u>2</u>
Total Number of Students from the prior fiscal year R-2 Report:	<u>223</u>
Number of teachers meeting Criterion 10 (see instructions for more information):	<u>0</u>
Number of teachers meeting Criterion 11a (see instructions for more information):	<u>1</u>
Number of teachers meeting Criterion 11b (see instructions for more information):	<u>2</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site:	<u>\$ 4,500.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 1,784.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 0.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 2,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 4,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 12,284.00</u>

California Department of Education
 AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE
 GRANT 2018 - 19 APPLICATION FOR FUNDING
 (Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Please allocate the estimated award from the Award Estimator Sheet, as well as matching funds for each Account Number (4000, 5000, and 6000):

Amount left to Allocate: \$ 0.00

Acct No.	Classification		Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
4000	Books & Supplies			\$ 9,284.00	\$ 9,284.00
			Subtotal for 4000	\$ 9,284.00	\$ 9,284.00
5000	Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation	1.	Travel/Conference	\$ 2,000.00	\$ 2,000.00
		2.	Rents, Leases, Repairs	\$ 1,000.00	\$ 1,000.00
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
			Subtotal for 5000		\$ 3,000.00
6000	Capital Outlay, including sites, buildings, improvement of buildings, and equipment	1.			
		2.			
		3.			
		4.			
		5.			
			Subtotal for 6000		\$ 0.00
Total Allocated Funds				\$ 12,284.00	\$ 12,284.00

California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2018 - 19 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor's Office by June 30, 2018)

Rio Vista High School
School Site

River Delta Unified
District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent



Signature of Agriculture Teacher
Responsible for the Program

Authorized Agent Title



Signature of Principal

Contact Phone Number: 707-374-1729

Date of Local Agency Board Approval: _____

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.17

SUBJECT

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) for the 2018-2019 school year at a cost not to exceed \$8,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: CCHAT Center

Description of Service(s): Student requires programs and services unique to his/her needs.

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 contract was \$2,000. The 2018-2019 contract is not to exceed \$8,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$8,000 paid by Special Education funds

Recommendation:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) for the 2018-2019 school year at a cost not to exceed \$8,000.

Time: 2 mins.

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2018–2019

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2018-2019

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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2018-2019

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CCHAT Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and CCHAT Center (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"), and 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 California 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 July 1, 2018 to June 30, 2019 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. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, 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 California 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 and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. 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 Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California 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 Services 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 this Master 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 Sections 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 as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

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), 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 the proposed subcontract to LEA for approval. 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 California 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. Such action shall constitute sufficient good cause for termination of this Master Contract.

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 California 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 agrees 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 California 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 California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract.

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 Federal and state law and 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 California 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 within one school day, 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 immediately be forwarded to LEA 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.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is

designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall 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.

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California 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 approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved 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 LEA-approved 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 California 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 section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (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 a 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. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

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 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 California 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.

CONTRACTOR 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 or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR 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 California Education Code sections 56366(a)(2)(C) and 56366.9, California 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 California 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); California 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 LEA representatives 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, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

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 standards-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 California 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 to LEA 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 California 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.* 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 a 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 California 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 a 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 a 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 a 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 electronically submit, within 24 hours, 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 California 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*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, 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 et. seq. 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 students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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 re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-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 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) 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 also provide LEA access to all records contemplated by 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 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.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or

representatives. This Master Contract is effective on the 1st day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

LEA
River Delta Unified School District

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

Notices to **CONTRACTOR** shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

By: _____
Signature Date

Kathy Wright, Director of Educational Services
Name and Title of Authorized Representative

Notices to **LEA** shall be addressed to:

River Delta Unified School District

LEA
445 Montezuma Street

Address
Rio Vista CA 94571

City State Zip
707-374-1729 707-374-2901

Phone Fax
tsalomon@rdusd.org

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 – 2018-2019 CONTRACT YEAR

CONTRACTOR CCHAT Center 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 \$8,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:	-	
	<u>Deaf and Hard of Hearing Services</u>	
	Speech & Language Therapy	\$120 per hour
	Deaf/hard of Hearing Mainstream Support/Consultative Services	\$120 per hour
	Audiology Evaluation	\$150 per hour
	Audiology Consultation	\$120 per hour
Mileage	0.54 per mile	
Travel Time	\$2.00 per min.	

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.18

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed., J.D. for the 2018-2019 school year at a cost not to exceed \$2,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Elaine H. Talley, M.Ed., J.D.

Description of Service(s): To conduct mediation and/or facilitate IEP meetings.

Date(s) of Service(s): 2018-2019 school year

The 2017-2018 contract was not to exceed \$2,000. The 2018-2019 contract is not to exceed \$2,000.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$2,000 paid by Special Education.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed., J.D. for the 2018-2019 school year at a cost not to exceed \$2,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
<http://riverdelta.org>

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Elaine H. Talley, M.Ed., J.D. hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. TERM: The term of this agreement is from July 1, 2018 through June 30, 2019. Extension or renewal requires approval of DISTRICT Superintendent or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To mediate and/or facilitate IEP meetings.

PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:

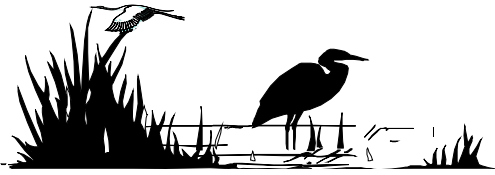
Not to exceed \$2,000.

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

2. RECORDS: CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 *et seq.*).

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

<http://riverdelta.org>

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Elaine H. Talley, M.Ed., J.D., (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement. Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this Agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

By SY of AALRR

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

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 10.19

SUBJECT

Request to Approve the Independent Contract with Mr.
Jeff Brown as the designated Chief Engineer for KRVH

Action: X

Consent Action: _____

Information Only: _____

Background:

KRVH Radio Rio is a school run radio station on the campus of Rio Vista High School. There are many federal regulations that apply to radio transmissions. To maintain compliance with the necessary FCC regulations the district finds it necessary to contract with an outside agency for their expertise in this area.

Status:

Mr. Brown has served as the Chief Engineer for KRVH since August 2017. The district's current contract expires as of June 30, 2018. The district is desirous to maintain Mr. Brown as the Chief Engineer and wishes to enter into an agreement for fiscal year 2018-19. Part of his duties aside from FCC requirements will be to evaluate station equipment and performance and make recommendations. He will also be responsible for repair and adjustment of existing studio and transmission equipment.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: Not Applicable

Cost &/or Funding Sources: Funding will be provided from Fund 49 Blended Learning components. \$400 per month, not to exceed \$6,000

Recommendation:

That the Board approves the Independent Contract with Jeff Brown as the Chief Engineer of KRVH for fiscal year ending June 30, 2019.

Time: 5 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

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www.riverdelta.k12.ca.us

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

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

1. **TERM:** The term of this agreement is from July 1, 2018 through June 30, 2019. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

2. **CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows:

Jeff Brown will be chief engineer of record for KRVH for engineering reporting to the FCC. He will review and submit station logs and records to ensure FCC compliance. He will evaluate Station equipment performance and make recommendations to the district. He will be responsible for repair and adjustment of existing studio and transmission equipment. He will be responsible for installations of replacement equipment as needed. He will provide limited equipment training for assigned lead station personnel. He will provide limited 24/7 telephone technical support.

Mr. Brown will provide 8 hours of on-site engineering support per month. Service visits in excess of the 8 hours of monthly service will be charged at \$50.00 with a minimum of 2 hours per site visit. Travel time shall be charged at \$20.00/hour at an estimated 1 hour per site-visit

3. **PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:
\$ 400.00 per day week X month year or per
OR \$ _____ per hour for periods of less than one day;
for a total cost not to exceed \$ 6,000.00

4. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.

5. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.

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

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Jeff M. Brown

Elizabeth Keema-Aston

5/2/18

Printed/Typed Name _____ Date _____

Requested By _____ Date _____

528-37-4660

Social Security Number/Federal Tax ID Number _____

Approval Signature _____ Date _____

1157 Jensen Cir. CA 94565
..369.3.

Fund 49

Address _____ State _____ Zip _____

Budget Code (Name & Coding) _____

925-783-5930, allensteel@aol.com

6/12/18

Contact Phone and Email _____

Board of Trustees Action _____ Date _____

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

- 1. Are you presently or have you been a member of PERS or STRS?

PERS: Yes ___ No X
 STRS: Yes ___ No X

- 2. Are you presently an employee of River Delta Unified School District? Yes _____ No X

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

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

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

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

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

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

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

Signature of Authorized Representative
Jeff M. Bown

Date Signed
Jeff M. Bown

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone 1157 Jensen Cir. Pittsburg CA, 94565
925-783-5930 allensteel@aol.com

1/14/08

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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www.riverdelta.k12.ca.us

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

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

Description of Duties: Contract Broadcast Engineer of KRVH (Radio Rio)

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

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

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

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

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

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

Don Beno, Superintendent

Date

1/14/08

Attachment : (Conflict of Interest Code)

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Clarksburg Elementary Riverview School D.H. White Elementary Rio Vista High School Mokelumne High School
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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

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Clarksburg Middle	Riverview Middle	D.H. White Elementary	Rio Vista High School	Mokelumne High School
River Delta High/Elementary School	River Delta Community Day School.....	Delta Elementary Charter School		

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X ___

From: Kathy Wright, Director of Educational Services

Item #: ___10.20___

SUBJECT : Request to approve the Targeted Assistance
Title I Plan for Mokelumne High School

Action: _____
Consent Action: ___ ___
Information Only: _____

Background & Status:

Mokelumne High School meets the criteria for being identified as a Targeted Assistance School (TAS) and, therefore, eligible for Title I funding. USDE requires that a Title I Plan is written and approved before the student numbers can be included in the Consolidated Application for Title I funding. Please see the attached plan.

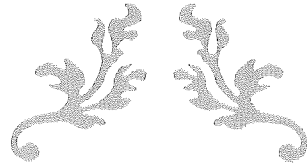
Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific): No cost to the district

Recommendation:

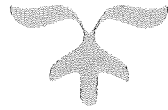
For the RDUSD Board of Trustees to approve the TAS Title I Plan for Mokelumne High School

Time: _____2 mins.____



MOKELUMNE HIGH SCHOOL

Title I Plan



MAY 23, 2018

MOKELUMNE HIGH SCHOOL

160 Courtland High School Lane, Courtland, CA 95616

Mokelumne High School Title I

River Delta Unified School District Board of Trustees

Alicia Fernandez – President

Don Olson - Vice President

Marilyn Riley – Clerk

Chris Elliott – Member

David Bettencourt – Member

Katy Maghoney

Sarah Donnelly – Member

District Administration

Don Beno, Superintendent

Kathy Wright, Director of Educational Services

Mokelumne High School

Maria Elena Becerra, Principal

Title I Team

Maria Elena Becerra, Principal

Rodney Palmer, Teacher

Gregory Davis, Community Day School Teacher

Mollie Maiden, Instructional Assistant

Rita Martin, Secretary

Isreal Monreal, Student

Mokelumne High School Title 1 Plan

Overview

River Delta Unified School District Mission Statement

In a culturally diverse community, rich in agricultural and family tradition, the River Delta Unified School District will provide a safe, student-centered education which promotes challenging academic standards enhanced by technology and encourages social responsibility, resourcefulness, and an appreciation for continuous learning so that all students are prepared to realize their maximum potential.

Mission Statement

Mokelumne High School's mission is to develop a well-rounded student through a learning environment that is individualized. We believe all students have the ability to learn with different styles, rates and modes. We encourage our students to become part of community service and career partnerships. These activities promote a positive self-esteem, encouraging academic, career and working skills; decision-making skills; problem solving skills; and interpersonal skills.

School Description

Mokelumne High School is an alternative educational setting for students in their junior and senior years. We provide an opportunity for students to recover credits and complete courses required for high school graduation; our program provides instruction that emphasizes occupational orientation, or work-study program that offers guidance services to meet students' special needs. Our program is designed to meet each students' educational needs with classroom instruction supplemented by independent study, regional occupational programs, work-study, career counseling, and/or job placement services. The students who are eligible to be in this school setting are those students who have failed, are most at risk of failing and do not meet the River Delta Unifies School district required high school requirements to earn a high school diploma.

Due to the uniqueness of our students' families and lifestyles, we expect our students at Mokelumne High School to develop self-confidence, a sense of responsibility, and respect for a variety of viewpoints. The school population and profile undergoes constant change, as we intake and exit students on an as needed basis. There is the opportunity to maintain promotion and graduation requirements, as well as possibility of gaining additional credits, with administrator approval. Because of the nature of the program at Mokelumne High School, the students have their own schedule, separate and unique from the rest of the schools in the district.

Title I Team

The Title I team at Mokelumne High School is composed of the teacher, support staff, students, parents and administrator. Mokelumne High School has collaboratively developed a written Title I plan with input from Title I parents and staff. All parents were asked to complete a Title I parent/family engagement survey to solicit their input. Using the results of the survey, the Title I planning team developed the Title 1 Plan. In addition, support staff followed up over the phone with parents to verbally ask the questions on the Title I survey that was mailed to them.

Planning with the Local Educational Agency (LEA)

Mokelumne High School principal consulted and with LEA to align the Title I plan to meet the needs of the district and the Local Control and Accountability Plan (LCAP) goals 2017-2020. We have also had staff meetings where we discuss the steps needed to accomplish some of the goals to improve some of the schoolwide programs and to provide the additional targeted support to the students. The Title I plan and school plan is ensuring each individual student receives appropriate support based on individual plan. Some of the additional support offered at Mokelumne High School is English Language Development, Special Education support, college and career readiness counseling, and/or individual academic or social emotional counseling.

LCAP Goal 1	Improve and support student learning to close achievement gaps and ensure all students who graduate are college and career ready	
Actions and Services		
District	Site-Based Action	Funding
Integration of CCSS of technology skills into the classroom, assignments, projects and instruction.	Provide individual licenses for CCSS aligned online program to complete some of their graduation requirements.	Educational Services
ELD and NGSS standards training	Provide ELL students ELD instruction daily. Ongoing collaboration and observations of ELD teacher at a comprehensive high school. Support ongoing ELD collaboration time between teacher and ELD specialists on a quarterly basis. Provide ELD direct instruction to ELL students. Provide additional ELD training in the 2018-2019 school year.	District Educational Services
Provide collaboration and articulation time to: Ensure all	Create a 4-year learning plan for each student with courses to meet school	Educational Services

students have a 6-year learning plan and all high school students have a 4-year learning plan to meet their college and career readiness.	<p>graduation requirements based on their 4-year plan and the credits needed.</p> <p>Review transcripts and assign courses based on each individual student needs.</p> <p>Schedule monthly college presenters to provide students with information about the programs they offer.</p> <p>Provide information and assistance on completing their FAFSA application.</p> <p>Provide instruction on how to apply for a job and how to complete a resume.</p>	Title I * Site
Purchase common assessments and protocols/rubrics to assure all students are making progress towards grade level standards mastery	<p>Administer the MAP assessment twice a year.</p> <p>Administer all grade level appropriate CAASPP assessment to eligible students.</p>	Educational Services

LCAP Goal 2	Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD standards in grades K-12	
Actions and Services		
District	Site-Based Action	Funding
In order to provide an instructional program that supports full implementation of the CCSS in grades K-12 RDUSD will follow the district's adoption cycle for textbooks in all areas for grades K-12, including ELD curriculum for the LTEL and Newcomers class; ensure replacement to maintain 100% sufficiency in all content areas: pilot at least 2 different K-12 NGSS-aligned, SBE textbooks.	<p>Provide individual licenses for CCSS aligned online program to complete some of their graduation requirements.</p> <p>Provide district approved ELD curriculum for ELL students.</p>	Educational Services
Provide educational software licenses and programs that promote navigation and	Schedule an elective course on Renaissance Learning.	Educational Services

keyboarding skills as well as support enrich the instructional program that aligns with the CCSS, NGSS and ELD Standards. – Renaissance Learning, IXL, Lexia, Turnitin	Administer the STAR Reading to identify their reading level and they are given a goal for the quarter/semester. Assign Newcomer students English in a Flash on Renaissance Learning to practice their English language skills and for elective credits.	
Continue to purchase Chromebooks to reach 1 to 1 ratio of computers to children.	Replace broken Chromebooks when needed and purchase 1:1 Chromebooks for Title I students	Title I* Site
Continue to implement the Career Technical Education pathways in grades 9-12 to enhance the learning opportunities for all learners.	Schedule monthly presenters from community college or/and trade school programs for college and career exploration. Schedule meetings with students in small group or individual to help them explore on different career options. Schedule one or two field trips to a college campus to learn more about specific programs or to have them explore on career options.	Title I* Site
Continue to provide a Teacher on Special Assignment (TOSA) to provide staff development and support geared toward the integration of technology in the classroom to support teaching and learning	Schedule TOSA meetings/class lessons that incorporate technology to enhance student learning.	Educational Services

LCAP Goal 3	Provide facilities that are safe and well maintained with classroom that are wired and equipped to use technology to support instruction.	
Actions and Services		
District	Site-Based Action	Funding
Prioritize hiring additional custodial and maintenance staff to reinstate staffing to levels priors to budget cuts during the recession.	Provide custodial and maintenance time to ensure the facility is in adequate conditions.	District
Continue management and implementation of Aeries.net district wide to support site	Continue the implementation of Aeries.net to manage student data	Educational Services

<p>management and district management of student data and accuracy of data submitted in CALPADS. Continue using Aeries.net for gradebook districtwide.</p>	<p>and accuracy data submitted to CALPADS. Provide parents the accessibility to access student grades.</p>	
<p>Utilize parental input on concerns/issues with school site cleanliness and safety. This feedback may be acquired from a variety of means including but not limited to PTC, DELAC, ELAC, LCAP advisory committees and informal feedback from site administrator.</p>	<p>Mail out parent surveys or call parents to receive input on concerns/issues with school site cleanliness and safety. This feedback may be acquired from a variety of means including but not limited to DELAC and/or LCAP advisory committees and informal feedback from site administrator.</p>	<p>Educational Services</p>
<p>Using the online work order system, the district will continue to provide immediate access to the status of each work order that is submitted to the administrator who submits the work order. The information from this system will be used to complete the Facility Inspection tool and this summary will be included in the annual SARCS.</p>	<p>Using the online work order system, the district will continue to provide immediate access to the status of each work order that is submitted to the administrator who submits the work order.</p>	<p>District</p>
<p>The Superintendent or designee will continue to perform a walkthrough of each school with the Director of M&O to assess facility maintenance, cleanliness and facility improvement each semester.</p>	<p>Schedule a walkthrough with the Superintendent/designee and school administrator to continue to perform walkthroughs with the Director of M&O to assess facility maintenance, cleanliness and facility improvement each semester. Schedule a monthly meeting with the head custodian to review the overall needs of the facility (including and not limited to the Courtland Auditorium).</p>	<p>District</p>

LCAP Goal 4	Provide meaningful and varied opportunities for the parents to be involved with supporting their child's academic achievement.	
Actions and Services		
District	Site-Based Action	Funding
<p>In order to provide a meaningful and varied opportunities for parents to be involved in the RDUSD, we will provide:</p> <ul style="list-style-type: none"> - School Readiness home visits, family Storytime, Family Playgroups (BES, WGS and IES) - First 5 Family Resource Center (BEST, WGS and IES) - Family Literacy Nights (IES, DHWS, WGS, BES) - Migrant Education Parent Advisory Council Parent Conference - Family Education Nights (CMS, RMS, DHS, and RVHS) 	<p>In order to provide a meaningful and varied opportunities for parents to be involved at Mokelumne High School, we will provide:</p> <ul style="list-style-type: none"> - Family Education Nights one each semester <ul style="list-style-type: none"> o FAFSA Parent Night o College Parent Academy o Graduation Requirements - The opportunity for parents to go to the college campus tours - Migrant Education Parent Advisory Council Parent Conference 	Site
<p>Provide staff training opportunities to improve communication and outreach efforts to families of out English Learners (ELs) and our foster youth families and implement the strategies.</p>	<p>Provide staff training opportunities to improve communication and outreach efforts to families of out English Learners (ELs) and our foster youth families and implement the strategies.</p> <ul style="list-style-type: none"> - Continue with the implementation of ONE positive call a week to notify parents and build positive rapport with student. Positive Call Logs each quarter. - Provide counseling time to students and families as needed. - Schedule parent-teacher contact based on need (meetings or calls) 	Educational Services
<p>Improve website and ensure materials are in both English and Spanish.</p>	<p>Improve website and ensure materials are in both English and Spanish.</p>	Site

Continue and expand used of School Messenger auto-dialer to keep families informed.	Continue and expand used of School Messenger auto-dialer to keep families informed.	
Distribute district and site level newsletter, grading reports and pertinent information regarding district and state assessments in both English and Spanish.	Distribute district and site level newsletter, grading reports and pertinent information regarding district and state assessments in both English and Spanish. - Provide Parent access to the online programs -	Educational Services Site
Provide in service for parents during on-site parent engagement nights, such as ELAC meetings, using our TOSA and Chromebooks to teacher parents to access their student's grades and use the online resources in the textbooks to help their students	Provide an informational evening for parents during on-site parent engagement nights on how to access their student's grades and use the online resources in the textbooks to help their students with the support of our TOSA.	Site

LCAP Goal 5	Foster a school and district culture that ensures academic/social and emotional well-being for all students.	
Actions and Services		
District	Site-Based Action	Funding
RDUSD will ensure teachers/staff have necessary skills to manage behavior and minimize student disruption, suspensions, and expulsions whenever possible through alternative means of correction and provide incentives for good character and academic achievement.	Mokelumne High site administration will ensure teachers/staff have necessary skills to manage behavior and minimize student disruption, suspensions, and expulsions whenever possible through alternative means of correction and provide incentives for good character and academic achievement. - Provide incentives from the market - Positive Parent Calls (one student per week) - Provide a positive behavior incentive in the classroom.	Title I* Site

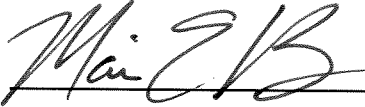


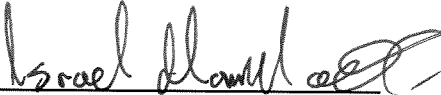
Continue to provide counseling services and programs for students in grade K-12	Continue to provide counseling services every other Wednesday. Continue to provide support from the District's behaviorist as needed.	Special Education Educational Service
Maintain contract with community based counseling and therapy services for mentoring programs	Maintain contract with community based counseling and therapy services for mentoring programs <ul style="list-style-type: none"> - Rio Vista CARE program - California State University, Sacramento school counseling interns beginning the 2018-2019 school year. 	Educational Services Site
Continue site based attendance reward and incentive programs.	Continue site based attendance reward and incentive programs. *Provide 2-3 hours a week (as needed) of outreach services by the instructional assistant to help students improve attendance and communication between parents and school.	Title I* Site
Provide school-based social worker.	*Provide 2-3 hours a week (as needed) for the bilingual secretary to serve as Parent Liaison to keep parents informed and rebuild parent engagement	Title I* Site
Provide professional development for staff on targeted populations including Trauma Informed schools, CAFE, Understanding Poverty and conferences associated with mental health	Provide professional development for staff on targeted populations including Trauma Informed schools, CAFE, Understanding Poverty and conferences associated with mental health	Educational Services
Provide transportation for unduplicated pupils, district wide to ensure access to school and positive attendance.	Provide transportation for unduplicated pupils, district wide to ensure access to school and positive attendance.	District

Recommendations and Assurances

The Title I team at Mokelumne High School recommends this plan and proposed actions and services to the Rive Delta Unified School District governing boards for approval and assures the board of the following:

1. The Title I team is constituted and formed in accordance with eh district governing board policy and state and federal law.
2. This Title I plan is based on a thorough analysis of student academic performance. The actions and services proposed here in form a sound, comprehensive, coordinated plan to reach stated goals to improve student academic performance.

Attested:

<u>Maria Elena Becerra</u>		<u>5-23-18</u>
School Principal	Signature of School Principal	Date
<u>Rodney Palmer</u>		<u>5-23-18</u>
School Teacher	Signature of School Teacher	Date
<u>Greg Davis</u>		<u>5-23-18</u>
RDCD School Teacher	Signature of RDCD School Teacher	Date
<u>Israel Monreal</u>		<u>5-23-18</u>
Name of Student	Signature of Student	Date

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.21___

SUBJECT:

Approval of the DH White Elementary, Bates Elementary, Isleton Elementary and Walnut Grove Elementary School's Single Plans for Student Achievement for the 2018-2019 school year.

Action: _____
Consent Action: ___X___
Information Only: _____

Background:

D.H. White Elementary, Bates Elementary, Isleton Elementary and Walnut Grove Elementary have met with their Site Councils and have approved the attached plans for the 2018-2019 school year.

Status:

Educational Services has reviewed D.H. White, Bates Elementary, Isleton Elementary and Walnut Grove Elementary Schools SPSAs and recommends them for board approval.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources

N/A

Recommendation:

That the Board approve all Single Plans for Student Achievement as presented.

Time: _____2 mins.____

SPSA 2018-19

SINGLE PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District

D. H. White Elementary

The District Governing Board approved this revision of the School Plan on: 06/12/2018

CDS Code: 34674136033716

Principal: Mr. Nicholas Casey, Principal

Superintendent: Don Beno

Address: 500 Elm Way
Rio Vista, CA 94571-1304

Phone: (707) 374-5335

Email: ncasey@rdusd.org

Web Site: <http://dhw-rdusd-ca.schoolloop.com/>



Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
» SUBJECT: LCAP Priority 1 - Basic Services					
› GOAL: Improve and support student learning to close achievement gaps					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12. 					
› ACTION: Provide textbooks, materials and technology in support of student learning	07/01/2018	06/30/2019	\$112,215.00		
			\$50,050.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$14,545.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$6,012.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$9,168.00	ACTION: Discretionary	0000
			\$6,013.00	ACTION: Discretionary	0000
			\$5,277.00	ACTION: Site Supplemental & Concentration LCFF	0740
			\$2,000.00	ACTION: Site Supplemental & Concentration LCFF	0740
			\$2,000.00	ACTION: Lottery: Unrestricted	1100

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$940.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$4,050.00	ACTION: Lottery: Unrestricted	1100
			\$8,000.00	ACTION: Discretionary	0000
			\$3,660.00	ACTION: Discretionary	0000
» SUBJECT: LCAP Priority 2 - Implementation of State Standards					
› GOAL: DHW staff will implement CCSS with fidelity					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12. 					
› ACTION: Curricular Needs	07/01/2018	06/30/2019	\$5,250.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100
			\$4,500.00	ACTION: Discretionary	0000
			\$250.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
» SUBJECT: LCAP Priority 3 - Parent Involvement					
› GOAL: Provide opportunities for parents in support of student learning					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement. 					
› ACTION: PTC and School Interaction	07/01/2018	06/30/2019	\$150.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$150.00	ACTION: Lottery: Unrestricted	1100
› ACTION: Communication with Parents and Community	07/01/2017	06/30/2018	\$15,678.00		
			\$1,000.00	ACTION: Site Supplemental & Concentration LCFF	0740
			\$800.00	ACTION: Discretionary	0000
			\$1,000.00	ACTION: Discretionary	0000
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$4,000.00	ACTION: Lottery: Unrestricted	1100
			\$1,000.00	ACTION: Site Supplemental & Concentration LCFF	0740
			\$1,359.00	ACTION: Discretionary	0000
			\$1,577.00	ACTION: Site Supplemental & Concentration LCFF	0740
			\$1,662.00	ACTION: Lottery: Unrestricted	1100
			\$2,280.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
› ACTION: Parent Math and ELA nights	07/01/2017	06/30/2018	\$0.00		
» SUBJECT: LCAP Priority 4 - Pupil Achievement					
› GOAL: Setting Individual Academic Goals for Students					
› LCAP GOALS:					
• Not Aligned					
› ACTION: Planned Improvement in Student Performance	07/01/2018	06/30/2019	\$1,900.00		
			\$1,000.00	ACTION: Discretionary	0000
			\$900.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
» SUBJECT: LCAP Priority 5 - Pupil Engagement					
› GOAL: Foster school culture that ensures academic success					
› LCAP GOALS:					
• Not Aligned					
› ACTION: Differentiated Instruction	07/01/2018	06/30/2019	\$1,800.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$800.00	ACTION: Lottery: Unrestricted	1100
» SUBJECT: LCAP Priority 6 - School Climate					
› GOAL: Provide facilities that are safe and technology to support instruction					
› LCAP GOALS:					
• Not Aligned					
› ACTION: Safe learning and working environment	07/01/2018	06/30/2019	\$2,700.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$1,200.00	ACTION: Site Supplemental & Concentration LCFF	0740
			\$600.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$500.00	ACTION: Lottery: Unrestricted	1100
			\$400.00	ACTION: Lottery: Unrestricted	1100
» SUBJECT: LCAP Priority 8 - Other Pupil Outcomes					
› GOAL: Ensure academic, social and emotional well-being for all students					
› LCAP GOALS:					
• Not Aligned					
› ACTION: Counseling Services/Positive Action	07/01/2018	06/30/2019	\$9,500.00		
			\$2,500.00	ACTION: Site Supplemental & Concentration LCFF	0740
			\$2,000.00	ACTION: Lottery: Unrestricted	1100
			\$500.00	ACTION: Site Supplemental & Concentration LCFF	0740
			\$500.00	ACTION: Lottery: Unrestricted	1100
			\$2,000.00	ACTION: Site Supplemental & Concentration LCFF	0740

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$1,000.00	ACTION: Lottery: Unrestricted	1100
			\$1,000.00	ACTION: Lottery: Unrestricted	1100
Total Annual Expenditures for Current Site Plan: \$149,193.00					

GOALS

» GOAL: IMPROVE AND SUPPORT STUDENT LEARNING TO CLOSE ACHIEVEMENT GAPS

GOAL AREA: LCAP PRIORITY 1 - BASIC SERVICES

State Priorities:

- 1 - Basic Services

LCAP Goal:

- Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.

Goal Statement:

- ◊ Provide all the basic curricular needs, textbooks and materials, for students and teachers; educational software licenses needed to support the curriculum; technology required to deliver and support student learning of the Common Core State Standards.

What data did you use to form this goal (findings from data analysis)?

- ◊ Inventory of books, materials, and technology at school
- ◊ Curricular requirements for all subject matter

What did the analysis of the data reveal that led you to this goal?

- ◊ To be successful, each student needs to have all required textbook, ancillaries, materials and technology to access curricular.
- ◊ Integration of curriculum with up-to-date technology is required for student learning and success in all content areas

What process will you use to monitor and evaluate the data?

- ◊ Keep an current and actualized inventory of all textbooks, materials, ancillaries, and technology
- ◊ Professional development for all teachers

Strategy:

- ◊ School will ensure that all teachers have all Board adopted curriculum, textbooks, to ensure student learning
- ◊ Teachers will use all Board adopted curriculum, textbooks, to ensure student learning
- ◊ Teachers will use technology to support the curriculum
- ◊ School will ensure that the appropriate levels of materials and supplies are available for students and teachers

ACTION: PROVIDE TEXTBOOKS, MATERIALS AND TECHNOLOGY IN SUPPORT OF STUDENT LEARNING

Means of Achievement: [Monitoring program implementation and results](#)

- **Task:**

- ◊ Teachers will use district-adopted standards-based instructional materials to foster and support student learning
- ◊ Teachers in grades K-5 will use Common Core Standards in their daily lesson planning.
- ◊ Purchase subscriptions to Science and History magazines to supplement textbooks and enhance language and literacy development
- ◊ Purchase ancillary materials for a learning to typing program and writing in support of student success on CAASPP
- ◊ Purchase materials and supplies in support of student learning
- ◊ Teachers will use required technology and educational technology programs to support the curriculum
- ◊ Purchase and use necessary materials and equipment to meet the needs of Physical Education requirements
- ◊ Purchase and use additional Chromebooks to meet the needs of the new ELA and Math programs
- ◊ A full-time Intervention/ELD teacher, bilingual assistant and intervention classroom aide is on staff to insure student success.
- ◊ Academic support and enrichment programs will be held throughout the school year

- **Measures:**

- ◊ Monitor student access to the district-adopted textbooks throughout the year
- ◊ Maintain an inventory of all textbooks being housed and used on-site
- ◊ Principal will complete formal and informal, on-site observations of basic services in classroom, including use of the Chromebooks during class
- ◊ Monitor the usage report from all educational technology programs, including the learning to type program
- ◊ Monitor that each class is getting 200 minutes of PE every 10 days
- ◊ Principal and RTI team will review student data at pre-determined points throughout the year

- **People Assigned:**

- ◊ Principal
- ◊ Teachers
- ◊ Instructional Assistants

Start Date: [07/01/2018](#)

Completion Date: [06/30/2019](#)

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Intervention teacher	\$50,050.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Bilingual assistant	\$14,545.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Intervention classroom aide	\$6,012.00
Discretionary	Bilingual assistant	\$9,168.00
Discretionary	Intervention classroom aide	\$6,013.00
Site Supplemental & Concentration LCFF	Bilingual assistant	\$5,277.00
Site Supplemental & Concentration LCFF	Academic Support Program (enrichment/intervention)	\$2,000.00
Lottery: Unrestricted	Academic support program (enrichment/intervention)	\$2,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Ed tech programs-AR renewal of 40 seats	\$940.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	smart board software renewal	\$500.00
Lottery: Unrestricted	update teacher laptops	\$4,050.00
Discretionary	Copy Machine lease	\$8,000.00
Discretionary	Printer Maintenance	\$3,660.00



GOAL: DHW STAFF WILL IMPLEMENT CCSS WITH FIDELITY

GOAL AREA: LCAP PRIORITY 2 - IMPLEMENTATION OF STATE STANDARDS

State Priorities:

- 2 - Implementation of State Standards

LCAP Goal:

- Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.

Goal Statement:

- ◊ DH White Elementary will provide an instructional program that supports full implementation of the Common Core State Standards in every class, in every subject area.
- ◊ Provide for collaboration time for staff to share instructional practices and strategies
- ◊ Feedback to parents through Report Cards and SSTs
- ◊ Protect Core instructional time in the School-wide schedule; all ELA and Math classes will be scheduled prior to Lunch everyday
- ◊ Students receiving RTI, tier 2 and 3, support in the classroom will show growth towards narrowing/closing achievement gap based on multiple measures used at that grade-level

What data did you use to form this goal (findings from data analysis)?

- ◊ SBAC, MAP, CST-Science results

What did the analysis of the data reveal that led you to this goal?

- ◊ Every student will be provided with access, the basic services and tools necessary to bring about sustainable student learning.
- ◊ All teachers will be provided with the necessary tools and supports to foster student learning.

What process will you use to monitor and evaluate the data?

- ◊ Teacher implementation of curriculum
- ◊ Principal observation
- ◊ Input from students, parents, teachers, staff

Strategy:

- ◊ In coordination with the District Office, DH White will maintain the appropriate level of highly qualified teachers so as to meet the needs of students
- ◊ In coordination with the District Office, all DH White students will have the appropriate textbooks, technology and equipment, materials, and the facilities necessary to bring about student learning in a safe, secure, and nurturing environment
- ◊ In coordination with the District Office, DH White staff will have the necessary equipment and materials to meet the needs of their jobs in a safe and supportive environment



ACTION: CURRICULAR NEEDS

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Principal, teachers, and staff will work together to insure that all the curricular and material needs of every student is met
- ◊ Principal will insure procurement of curriculum, materials, supplies, and technology needed for instruction.
- ◊ Teacher representatives will participate in all district-provided technology trainings
- ◊ Teachers will embed literacy in their Science and Social Science instruction to support Common Core standards on informational texts
- ◊ The school and PTC will support grade-level field trips to enhance Science and Social Science Curriculum
- ◊ To adhere to the Ed Code, student in grades 1-5 will receive 200-minutes of guided Physical Education instruction every 10 days; Teachers in grade 1-5 will plan and implement common Physical Education activities based on the California Physical Education Framework
- ◊ Based on the RDUSD EL Master Plan, all English Language Learners will receive 30-minutes of core ELD instruction every day
- ◊ School ELD coordinator will provide guidance and training to all staff regarding new ELD standards and appropriate curriculum
- ◊ Bilingual Instructional Assistant will provide support and intervention to students in a small group setting who are still developing proficiency in English
- ◊ All teachers will incorporate ELD standards in all subjects throughout the day and use SDAIE strategies to enhance the learning experience.

- **Measures:**

- ◊ 70% of ELD students will be proficient in Math on District Benchmark/MAP and Math Topic Tests
- ◊ Students will have all the curriculum, and basic materials, supplies, technology needed for learning
- ◊ Teachers will have the appropriate level of materials, supplies, and technology needed for instruction
- ◊ Regular Principal/Teacher communication
- ◊ Regular Principal/District Office communication
- ◊ 5th Grade CAASPP Science CST scores
- ◊ Principal walk-through/ formal observations
- ◊ Improved scores on ELPAC tests
- ◊ Increase in number of students who are redesignated English Learners
- ◊ Increase parent attendance and input during ELAC meetings
- ◊ Improved scores on the district benchmarks assessments (MAP)
- ◊ Improved proficiency on high frequency words assessment
- ◊ Student improvement on universal assessments: SIPPS, BPST, Wonders, Math Expressions, Accelerated Reader quizzes, STAR Reading, & STAR Early Literacy

- **People Assigned:**

- ◊ District Office personnel
- ◊ Principal
- ◊ Teachers
- ◊ ELD teacher
- ◊ Instructional Assistant
- ◊ DHW office staff

Start Date: 07/01/2018

Completion Date: 06/30/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Accelerated Reading supplies	\$500.00
Discretionary	classroom supplies	\$4,500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	classroom supplies	\$250.00

» GOAL: PROVIDE OPPORTUNITIES FOR PARENTS IN SUPPORT OF STUDENT LEARNING

GOAL AREA: LCAP PRIORITY 3 - PARENT INVOLVEMENT

State Priorities:

- 3 - Parent Involvement

LCAP Goal:

- Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.

Goal Statement:

- ◊ Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.
- ◊ Further improve upon a parent-friendly campus where families feel safe, welcomed, and involved. What data did you use to form this goal (findings from data analysis)? Parents familiarity/lack of familiarity with student curricula
- ◊ Sign-in/out sheets
- ◊ Parental presence on campus, on Field Trips, at school events?

What data did you use to form this goal (findings from data analysis)?

- ◊ Parental participation in our school is beneficial to student learning, and to student socioemotional development.
- ◊ Parents would benefit in knowing more about what and how their students are learning in the classroom, as a mean to better assist, and guide them, at home.

What did the analysis of the data reveal that led you to this goal?

- ◊ More parental involvement at school and at home improves student achievement

What process will you use to monitor and evaluate the data?

- ◊ Review school sign-in logs
- ◊ Teacher feedback on volunteer

Strategy:

- ◊ Implement Parent nights where teachers inform on what is being taught in the classroom, how it is taught, and how parents could be instrumental in student success (value of reading, importance of homework done well, online supports built into the curricula, additional technological supports)
- ◊ Ensure that parent participation mirrors the school's demographic makeup
- ◊ Develop clear and transparent policies regarding parents on campus and on field trips
- ◊ Improve upon school/home communication
- ◊ Develop a culture that fosters parental participation during school hours, on field trips, and at school events



ACTION: PTC AND SCHOOL INTERACTION

Means of Achievement: Alignment of instruction with content standards

• Task:

- ◊ Utilize school Facebook page and website, letters, automated phone messaging system, and Remind to increase school-to-home communication, and school bulletin board
- ◊ Increase activities for parents and families to come to school (Donuts for Dad, Muffins for Mom, Breakfast with Santa, Spring Egg Drop, Family Fitness Night, End-of-Year Carnival)
- ◊ Provide multiple opportunities for parent and school communication.
- ◊ School wide communication folders will be used in all grades TK-5.

• Measures:

- ◊ Sign-in sheets
- ◊ Increase parent presence at PTC meeting and events

• People Assigned:

- ◊ Principal
- ◊ Staff
- ◊ Parents
- ◊ PTC officers

Start Date: 07/01/2018

Completion Date: 06/30/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Coffee with Principal	\$150.00

> ACTION: COMMUNICATION WITH PARENTS AND COMMUNITY

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Utilize homework folders, school website and Facebook page, newsletter, and automated Phone messaging system to increase school to home communication
- ◊ Schedule Student Support Team (SST) meetings and Response to Intervention (RTI) meetings to create individualized support for students and to monitor progress
- ◊ Progress reports will be mailed quarterly in support of struggling students
- ◊ Parents will be invited to participate in Student Success Team (SST) meetings
- ◊ Upcoming events will be posted on the outside marquee/bulletin board, school webpage/Facebook page, and Remind
- ◊ Principal will ensure that Site Council, PTC, and ELAC meetings are not scheduled at the same time

- **Measures:**

- ◊ Parent involvement in school related functions
- ◊ Sign-in sheets from parent meetings (Site Council, PTC, ELAC)
- ◊ SST notes
- ◊ Phone messenger logs

- **People Assigned:**

- ◊ Principal
- ◊ Teachers
- ◊ Office Staff
- ◊ Parents
- ◊ Counselor

Start Date: 07/01/2017

Completion Date: 06/30/2018

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental & Concentration LCFF	Postage	\$1,000.00
Discretionary	postage	\$800.00
Discretionary	copy supplies/paper	\$1,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	copier paper	\$1,000.00
Lottery: Unrestricted	copier paper	\$4,000.00
Site Supplemental & Concentration LCFF	copier paper	\$1,000.00
Discretionary	supplies	\$1,359.00
Site Supplemental & Concentration LCFF	supplies	\$1,577.00
Lottery: Unrestricted	supplies	\$1,662.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	supplies	\$2,280.00



ACTION:PARENT MATH AND ELA NIGHTS

Means of Achievement: Alignment of instruction with content standards

- **Task:**
 - ◊ Develop a series of parent trainings in Math and ELA in support of student learning
- **Measures:**
 - ◊ More parents being able to support their students while doing homework and providing a better understand of the CCSS
- **People Assigned:**
 - ◊ Teachers
 - ◊ Parents
 - ◊ Principal

Start Date: 07/01/2017

Completion Date: 06/30/2018

» GOAL: SETTING INDIVIDUAL ACADEMIC GOALS FOR STUDENTS

GOAL AREA: LCAP PRIORITY 4 - PUPIL ACHIEVEMENT

State Priorities:

- 4 - Pupil Achievement

LCAP Goal:

- Not Aligned

Goal Statement:

Understanding, monitoring, adjusting, and differentiating instruction is the key to student success.

What data did you use to form this goal (findings from data analysis)?

Data gathered from student report cards, and AR, MAP, SBAC testing results

What did the analysis of the data reveal that led you to this goal?

Although students are making significant growth, student achievement is not equal across the board. More training is needed in the areas of data analysis and differentiation of instruction in the classroom.

What process will you use to monitor and evaluate the data?

Continue monitoring data throughout the school year, and between school years.

Strategy:

- ◊ Teachers will set academic goals for each student at the start of the school year
- ◊ Teachers will review data with the principal and within their grade level teams
- ◊ Instruction will be modified as needed to meet student needs (modality, intervention, GATE)
- ◊ Teachers will collaborate and visit other classrooms.

> ACTION: PLANNED IMPROVEMENT IN STUDENT PERFORMANCE

Means of Achievement: Monitoring program implementation and results

- Task:
 - ◊ Teachers will continue setting individual academic goals for each and every student, and provide additional, targeted, and differentiated intervention to struggling students
 - ◊ School will maintain records of student academic data in support of instruction and student learning

- **Measures:**

- ◊ Comparing results with the 2016-17 school year: Number of students performing at grade level and obtaining 4s on their report cards will increase by 5%
- ◊ Number of students performing at level 4 on CASPP testing in ELA and Math will increase by 5%
- ◊ Number of students scoring Proficient and Advanced on 5th Grade CST-Science test will increase by 5%
- ◊ Number of students showing growth on their 5th Grade Fitnessgram test results will increase by 10%
- ◊ Number of students making their Accelerated Reader goals and raising their ZPD levels will increase
- ◊ Student MAP testing RIT score will increase, and 65% of students will have made their yearly target growth by Spring
- ◊ Decrease in number of students referred for Special Education testing

- **People Assigned:**

- ◊ Teachers
- ◊ Students
- ◊ Principal
- ◊ RTI 3 teacher
- ◊ GATE coordinator

Start Date: 07/01/2018

Completion Date: 06/30/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Scholastic news subscription	\$1,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Spelling City	\$900.00

» GOAL: FOSTER SCHOOL CULTURE THAT ENSURES ACADEMIC SUCCESS

GOAL AREA: LCAP PRIORITY 5 - PUPIL ENGAGEMENT

State Priorities:

- 5 - Pupil Engagement

LCAP Goal:

- Not Aligned

Goal Statement:

- ◊ By June 2018, DH White students will increase, by at least 5%, their score on all required testing, as measured by the CAASPP (SBAC, CST, CMA, CAPA), CELDT, District Benchmarks/MAP, Fluency Assessments, Theme Skills tests, Topic Tests, and Renaissance Learning Early STAR Literacy and Reading tests.
- ◊ Work towards eliminating disparity in student successes and closing achievement gap
- ◊ Provide enrichment programs for students designated as Gifted and Talented, or performing well above grade-level
- ◊ Students will receive differentiated instruction in the classroom during ELA/Math instruction and during Universal Access (UA) time
- ◊ Increase student attendance to 97%
- ◊ Reduce number of referrals to RTI 3 by effective interventions in the classroom
- ◊ Reduce number of referrals to Special Education by assuring student successes in RTI 3
- ◊ Reduce number of student referrals to office
- ◊ Reduce number of student suspensions

What data did you use to form this goal (findings from data analysis)?

- ◊ Achievement scores among school subgroups
- ◊ Attendance rate for 2015-16 and 2016-17 school years
- ◊ Number students referred to RTI 3
- ◊ Number students referred to Special Education for testing
- ◊ Number of students referred to the office and suspended in 2015-16 school year

What did the analysis of the data reveal that led you to this goal?

- ◊ Disproportionate student achievement among school subgroups
- ◊ More staff training and collaboration needed with regard to differentiated instruction
- ◊ More staff training needed in support of RTI 1 and 2 in the classroom

What process will you use to monitor and evaluate the data?

- ◊ Review student report cards
- ◊ Review RTI 3 referrals
- ◊ Review SST logs, RTI 3 results, before referring students for Special Ed testing
- ◊ Review attendance logs

Strategy:

- ◊ Students will receive differentiated instruction in the classroom during ELA/Math instruction and during Universal Access (UA) time
- ◊ Provide intervention (RTI3) using SRA Corrective Reading, SIPPs, Read Naturally, Lexia Core 5 to increase mastery of the standards, increase fluency, and improve reading comprehension in grades K to 2
- ◊ Work collaboratively with parents to support learning at home
- ◊ Provide staff training during Faculty Meetings
- ◊ Provide for peer staff observation in other classrooms
- ◊ Each teacher will 'adopt' three families with the goal of fostering more parent support in their child's education
- ◊ Provide for a differentiated program to meet the needs of gifted and talented students



ACTION:DIFFERENTIATED INSTRUCTION

Means of Achievement: Alignment of instruction with content standards

• Task:

- ◊ Students will receive differentiated instruction in the classroom during ELA and Math instruction and during Universal Access time
- ◊ Students in grade K to 2 will receive differentiated instruction level 3 (1:1 or very small group) outside the classroom in ELA in support of learning foundational skills
- ◊ Students will have access to supplementary curricula to support student learning of Grade level Standards, i.e., Lexia Core 5, Language! SIPPs, BPST, Corrective Reading, Read Naturally, Step up to Writing.
- ◊ Provide appropriate staffing to support program
- ◊ In coordination with Rio Vista HS, student TAs will provide additional supports to students.
- ◊ Provide afterschool activities for students for enrichment and interventions.

• Measures:

- ◊ Number of students who are performing at 3s and 4s on grade level Standards
- ◊ Decrease in number of students referred for Special Education testing
- ◊ Increase in student Accelerated Reader ZPD levels
- ◊ Increase in student MAP testing RIT score

• People Assigned:

- ◊ Principal
- ◊ Teachers
- ◊ Instructional Assistants
- ◊ RSP/SDC teachers

Start Date: 07/01/2018

Completion Date: 06/30/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Family/Parent training nights	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Family/Parent training nights	\$500.00
Lottery: Unrestricted	supplies to foster academic success	\$800.00

» GOAL: PROVIDE FACILITIES THAT ARE SAFE AND TECHNOLOGY TO SUPPORT INSTRUCTION

GOAL AREA: LCAP PRIORITY 6 - SCHOOL CLIMATE

State Priorities:

- 6 - School Climate

LCAP Goal:

- Not Aligned

Goal Statement:

- ◊ Principal and Maintenance & Operations (M&O) staff will ensure that all Site facilities are in good working order to meet the needs of students, teachers, and staff
- ◊ Custodians will inform Principal and M&O of facilities and maintenance needs
- ◊ Maintain appropriate inventory of technology
- ◊ District's Uniform Complaint Procedures, including Williams requirements, posted in every room
- ◊ Evacuation maps posted in every room
- ◊ Monthly Fire drills will be adhered to
- ◊ Evacuation drills will be implemented as prescribed in Safety Plan

What data did you use to form this goal (findings from data analysis)?

- ◊ Maintenance request logs
- ◊ Staff and parent surveys

What did the analysis of the data reveal that led you to this goal?

- ◊ There is a need for ongoing upkeep of the premises to provide for a safe learning and working environment

What process will you use to monitor and evaluate the data?

Strategy:

> ACTION:SAFE LEARNING AND WORKING ENVIRONMENT

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Provide additional sports/play opportunities for students during recess and lunch times
- ◊ Continue with and expand upon Bullying Prevention program
- ◊ Analyze the yard duties' supervision zone on the playground and adjust the supervision play accordingly
- ◊ Noon time supervisors, as well as teachers who serve as yard duty will be trained in yard duty supervision through our Peacemaker's program.

- **Measures:**

- ◊ Increase in student learning as measured on standardized tests
- ◊ Decrease disciplinary referrals
- ◊ Compare the decrease in disciplinary referrals with the student participation data of the Bullying Prevention programs

- **People Assigned:**

- ◊ Principal
- ◊ Custodians
- ◊ Teachers/Staff
- ◊ M&O staff

Start Date: 07/01/2018

Completion Date: 06/30/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental & Concentration LCFF	Security Cameras, yearly maintenance agreement fees	\$1,200.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Ident-A-Kid renewal and supplies	\$600.00
Lottery: Unrestricted	update PE equipment	\$500.00
Lottery: Unrestricted	maintenance repair supplies	\$400.00

» GOAL: ENSURE ACADEMIC, SOCIAL AND EMOTIONAL WELL-BEING FOR ALL STUDENTS

GOAL AREA: LCAP PRIORITY 8 - OTHER PUPIL OUTCOMES

State Priorities:

- 8 - Other Pupil Outcomes

LCAP Goal:

- Not Aligned

Goal Statement:

- ◊ Ensure that students attend school on a daily basis, arrive on time, and that the school's overall average daily attendance rate is above 97%
- ◊ Reduce with the goal of eliminating student suspensions
- ◊ Reduce referrals to Special Education by fostering a more effective RTI process
- ◊ Improving student, staff and family relationships and perception of safety on campus

What data did you use to form this goal (findings from data analysis)?

- ◊ Trends in student attendance, absenteeism, tardy, and truant tardy.
- ◊ Communications with parents
- ◊ Students referred to Special Education testing

What did the analysis of the data reveal that led you to this goal?

- ◊ Students who are habitually absent, or tardy, to school tend not to perform as well as those who are not.
- ◊ Student learning improves when they feel supported by staff and at home.

What process will you use to monitor and evaluate the data?

- ◊ Review student attendance records
- ◊ Review student referral notices

Strategy:

- ◊ Maintain communication with families of students who are habitually absent or tardy to school so as to provide solutions and to ensure sustained attendance in school.

> ACTION: COUNSELING SERVICES/POSITIVE ACTION

Means of Achievement: Alignment of instruction with content standards

• **Task:**

- ◊ Continue teaching Positive Action and Bullying Prevention Program "2nd Step" in the classroom
- ◊ Hold monthly Positive Action assemblies where students will be recognized for positive behaviors and character
- ◊ Have classrooms demonstrate a character skill in each assembly to promote whole-school awareness.
- ◊ Facilitate collaboration through parent and staff meetings to improve upon behavioral successes in our students
- ◊ Continue to offer the Peacemakers program during recess with afterschool training

• **Measures:**

- ◊ Students recognition at assemblies
- ◊ Reduction of inappropriate behaviors on campus and at recess
- ◊ Principal observation of bullying Prevention/Positive Action being taught in the classroom
- ◊ Feedback from peacemakers liason

• **People Assigned:**

- ◊ Principal
- ◊ Teachers/staff
- ◊ Peacekeeper Advisor(s)

Start Date: 07/01/2018

Completion Date: 06/30/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental & Concentration LCFF	Peacemakers program and supplies	\$2,500.00
Lottery: Unrestricted	Peacemakers program and supplies	\$2,000.00
Site Supplemental & Concentration LCFF	Positive Action Program	\$500.00
Lottery: Unrestricted	Positive Action Program	\$500.00
Site Supplemental & Concentration LCFF	Professional development-restorative justice	\$2,000.00
Lottery: Unrestricted	professional development-restorative justice	\$1,000.00
Lottery: Unrestricted	attendance incentives	\$1,000.00

» **FUNDING PROGRAMS INCLUDED IN THIS PLAN**

- Each state and federal categorical program in which the school participates.

Total Site Plan Budget : **\$149,193.00**

Total Annual Expenditures for Current School Plan: **(\$149,193.00)**

Balance: **\$0.00**

Funding Resource Code	Funding Source	Allocation / Expenditure
1100	Lottery: Unrestricted	\$19,062.00
	Curricular Needs	(\$500.00)
	Provide textbooks, materials and technology in support of student learning	(\$2,000.00)
	Provide textbooks, materials and technology in support of student learning	(\$4,050.00)
	Safe learning and working environment	(\$500.00)
	Safe learning and working environment	(\$400.00)
	PTC and School Interaction	(\$150.00)
	Communication with Parents and Community	(\$4,000.00)
	Communication with Parents and Community	(\$1,662.00)
	Counseling Services/Positive Action	(\$2,000.00)
	Counseling Services/Positive Action	(\$1,000.00)
	Counseling Services/Positive Action	(\$1,000.00)
	Differentiated Instruction	(\$500.00)
	Counseling Services/Positive Action	(\$500.00)
	Differentiated Instruction	(\$800.00)
	Balance:	\$0.00
3010	NCLB-Title I, Part A, Basic Grants Low Income and Neglected	\$77,577.00
	Differentiated Instruction	(\$500.00)
	Planned Improvement in Student Performance	(\$900.00)
	Communication with Parents and Community	(\$2,280.00)
	Safe learning and working environment	(\$600.00)

Funding Resource Code	Funding Source	Allocation / Expenditure
	Communication with Parents and Community	(\$1,000.00)
	Provide textbooks, materials and technology in support of student learning	(\$940.00)
	Provide textbooks, materials and technology in support of student learning	(\$500.00)
	Curricular Needs	(\$250.00)
	Provide textbooks, materials and technology in support of student learning	(\$50,050.00)
	Provide textbooks, materials and technology in support of student learning	(\$14,545.00)
	Provide textbooks, materials and technology in support of student learning	(\$6,012.00)
	Balance:	\$0.00
0000	Discretionary	\$35,500.00
	Provide textbooks, materials and technology in support of student learning	(\$9,168.00)
	Provide textbooks, materials and technology in support of student learning	(\$6,013.00)
	Curricular Needs	(\$4,500.00)
	Provide textbooks, materials and technology in support of student learning	(\$8,000.00)
	Provide textbooks, materials and technology in support of student learning	(\$3,660.00)
	Communication with Parents and Community	(\$800.00)
	Communication with Parents and Community	(\$1,000.00)
	Communication with Parents and Community	(\$1,359.00)
	Planned Improvement in Student Performance	(\$1,000.00)
	Balance:	\$0.00
0740	Site Supplemental & Concentration LCFF	\$17,054.00
	Counseling Services/Positive Action	(\$2,000.00)
	Communication with Parents and Community	(\$1,577.00)
	Communication with Parents and Community	(\$1,000.00)
	Counseling Services/Positive Action	(\$2,500.00)
	Counseling Services/Positive Action	(\$500.00)
	Communication with Parents and Community	(\$1,000.00)
	Safe learning and working environment	(\$1,200.00)

Funding Resource Code	Funding Source	Allocation / Expenditure
	Provide textbooks, materials and technology in support of student learning	(\$5,277.00)
	Provide textbooks, materials and technology in support of student learning	(\$2,000.00)
	Balance:	\$0.00

**SCHOOL SITE COUNCIL MEMBERSHIP**

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the School through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:

Name	Represents	Contact Info	Reviewed Plan Date
Kelli Mahoney	Parent or Community Member	707-374-5335	04/24/2018
Elvia Coronado	Parent or Community Member	707-374-5335	04/24/2018
Codi Agan	Other School Staff	707-374-5335	04/24/2018
Nick Casey	Principal	707-374-5335	04/24/2018
Lea Cates	Classroom Teacher	707-374-5335	04/24/2018
Mary Ann Ogo	Classroom Teacher	707-374-5335	04/24/2018
Andria Mendoza	Parent or Community Member	707-374-5335	04/24/2018
Jennifer Lindsay	Classroom Teacher	707-374-5335	04/24/2018

TOTAL NUMBER OF SCHOOL SITE COUNCIL MEMBERS

	Principal	ClassRoom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Number of members of each category	1	3	1	3	0



RECOMMENDATIONS AND ASSURANCES

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:
4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed here in form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on:

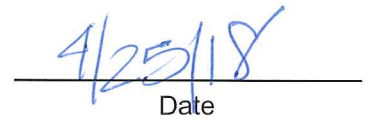
04/24/2018

Attested:

Mr. Nicholas Casey, Principal

Typed name of School Principal

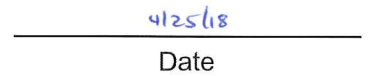

Signature of School Principal


Date

Elvia Coronado

Typed name of SSC Chairperson


Signature of SSC Chairperson


Date



ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

Use of state and local assessments to modify instruction and improve student achievement (ESEA):

D.H. White staff utilizes federal, state, and local assessment results to guide instruction and to improve student achievement. Monthly grade level collaboration meetings are held to analyze data and to make necessary curricular adjustments.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC):

The following sources of data are analyzed during staff and grade level collaboration meetings in order to make curriculum and instruction modifications to improve student achievement:

- CAASPP results - school wide, grade level, and individual scores (current year and one year previous)
- CELDT/ELPAC results
- EL Re-designation rates
- MAP results
- Reading Wonders
- enVision Math Topic Test results
- STAR Reading, STAR Math, and STAR Early Literacy test results
- District Benchmark Assessment data

Status of meeting requirements for highly qualified staff (ESEA):

100% of teachers on staff meet highly-qualified teacher requirements.

Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC):

AB 75 training is made available to all school principals to ensure compliance.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC):

All teachers at D.H. White School are fully credentialed teachers. AB 466 training has been completed by most teachers; those who have not completed the training will have it made available to them.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA):

River Delta Unified School District provides staff development days each year. The district Superintendent and leadership team select areas of focus for these days. Full day workshops are developed for teachers. Attendance is required and is monitored by sign-in/ sign-out sheets.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC):

Teachers receive ongoing instructional support and assistance through: - Strategic Schooling consultant - GLAD coaching - Administrator observation and guidance - Other professional development, as indicated in the SPSA

Teacher collaboration by grade level (K-8) and department (9-12) (EPC):

Teachers collaborate through monthly grade level and/or grade span meetings. These meetings are calendared by the site administrator and meeting notes are maintained as a monthly record.

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA):

D.H. White has acquired district-adopted materials in each of the curricular areas taught in the elementary school. All texts are on the current list of approved materials from the State of California; all materials are aligned with California content standards and/or Common Core.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K-8) (EPC):

All staff adhere to a schoolwide schedule, which includes the recommended instructional minutes for reading/language arts and mathematics.

Lesson pacing schedule (K-8) and master schedule flexibility for sufficient numbers of intervention courses (EPC):

Grades K-5 follow district pacing guides in English/Language Arts and Mathematics. Universal Access time, Learning Center grouping, and RTI small group instruction are utilized for intervention courses.

Availability of standards-based instructional materials appropriate to all student groups (ESEA):

Each student has access to a copy of the textbook and/or consumable materials required for each of the core subjects. Materials are ordered each summer according to estimated enrollment for the next year. Occasionally, enrollment is underestimated, but materials are ordered as soon as possible so that students have the necessary materials. This is an annual process occurring in June and September of each year.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC):

D.H. White has acquired SBE-adopted materials in each of the curricular areas taught in the elementary school. All texts and support materials are aligned with California content standards and/or Common Core.

Services provided by the regular program that enable underperforming students to meet standards (ESEA):

Teachers use standards-based materials in all core curriculum areas. Teachers use their Universal Access time (with support materials tied to adopted curriculum) to assist under-performing students to meet standard in the classroom. RTI (Response to Intervention) strategies are utilized to target specific students. English Learners have thirty minutes of ELD time daily. After school tutorials are offered at each grade level. Students who are performing at basic or below levels have the opportunity to attend summer school, when offered. The school uses Lexia, a computer assisted reading program in all classrooms. All teachers use GLAD and SDAIE techniques and strategies for second language learners.

Research-based educational practices to raise student achievement at this school (ESEA):

Research-based educational practices include: GLAD methodologies; RTI interventions; sheltered ELD instruction; and Universal Access intervention time.

Resources available from family, school, district, and community to assist under-achieving students (ESEA):

Resources in the community are limited. There are currently two preschools in town to provide a learning experience for three to five year olds. Girl Scouts, Boy Scouts, and 4H provide programs for students outside of the school day and there are active sports programs for both boys and girls. The PTC (Parent Teacher Club) provides several thousand dollars each year to make

field trips possible and provides additional materials and supplies to the classroom. Rio Vista CARE provides on campus and after school counseling as well as PALS volunteers to support students.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of consolidated application programs. (5 CCR 3932):

Parents, community representatives, classroom teachers, and other school personnel plan, implement, and evaluate the Single Plan for Student Achievement as members of the School Site Council. Meetings are held on a monthly basis for this purpose. The plan is a living document that assures compliance with consolidated application programs.

Services provided by categorical funds that enable underperforming students to meet standards (ESEA) :

Fiscal support (EPC):

Fiscal support of educational programs is detailed in the budget designations throughout the Single Plan for Student Achievement.

SPSA 2018-19

SINGLE PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Isleton Elementary

The District Governing Board approved this revision of the School Plan on: 06/12/2018

CDS Code: 34674136033666

Principal: Ms. Antonia Slagle, Principal

Superintendent: Don Beno

Address: 412 Union St.
Isleton, CA 95641-0728

Phone: (916) 777-6515

Email: aslagle@rdusd.org

Web Site: <http://ies-rdusd-ca.schoolloop.com/>



Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
» SUBJECT: LCAP Priority 1 - Basic Services					
› GOAL: Clean, Safe and Mentally Stimulating Learning Environment					
› LCAP GOALS:					
• Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction					
› ACTION: Facility Needs	08/08/2018	06/07/2019	\$0.00		
› ACTION: Curricular Needs	08/08/2018	06/07/2019	\$0.00		
› ACTION: Physical Safety of Site	08/08/2018	06/07/2019	\$2,500.00		
			\$1,100.00	ACTION: Discretionary	0000
			\$1,000.00	ACTION: Discretionary	0000
			\$400.00	ACTION: Discretionary	0000
› ACTION: Update Technology	08/08/2018	06/07/2019	\$2,750.00		
			\$2,750.00	ACTION: Discretionary	0000
» SUBJECT: LCAP Priority 2 - Implementation of State Standards					
› GOAL: Implement Common Core State Standards					
› LCAP GOALS:					
• Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.					
› ACTION: NGSS/CCSS Professional Development	08/08/2018	06/07/2019	\$1,095.00		
			\$1,095.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: CCSS Supplemental Materials	08/08/2018	06/07/2019	\$2,226.00		
			\$800.00	ACTION: Site Supplemental and Concentration	0740
			\$700.00	ACTION: Site Supplemental and Concentration	0740

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$726.00	ACTION: Site Supplemental and Concentration	0740
› ACTION: Mathematics/ELA Curriculum	08/08/2018	06/07/2019	\$0.00		
› ACTION: Science/Social Science	08/09/2017	06/01/2018	\$1,600.00		
			\$600.00	ACTION: Lottery: Unrestricted	1100
			\$1,000.00	ACTION: Site Supplemental and Concentration	0740
» SUBJECT: LCAP Priority 3 - Parent Involvement					
› GOAL: Parent Involvement					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement. 					
› ACTION: ELAC/ Supporting English Learner Parents	08/08/2018	06/07/2019	\$700.00		
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$200.00	ACTION: Lottery: Unrestricted	1100
› ACTION: Family Literacy Opportunities	08/08/2018	06/07/2019	\$1,300.00		
			\$500.00	ACTION: Site Supplemental and Concentration	0740
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$300.00	ACTION: Discretionary	0000
› ACTION: Parent Communication and Outreach	08/08/2018	06/07/2019	\$16,700.00		
			\$15,350.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$600.00	ACTION: Discretionary	0000
			\$750.00	ACTION: Discretionary	0000
» SUBJECT: LCAP Priority 4 - Pupil Achievement					
› GOAL: Achievement					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready 					
› ACTION: Ongoing Assessment and Monitoring	08/08/2018	06/07/2019	\$2,200.00		
			\$800.00	ACTION: Discretionary	0000
			\$1,200.00	ACTION: Site Supplemental and Concentration	0740
			\$200.00	ACTION: Site Supplemental and Concentration	0740
› ACTION: Collaborate Grade Level - School Wide	08/08/2018	06/07/2019	\$250.00		
			\$250.00	ACTION: Discretionary	0000
› ACTION: Differentiate Instruction	08/08/2018	06/07/2019	\$5,350.00		
			\$800.00	ACTION: Lottery: Unrestricted	1100

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$3,000.00	ACTION: Lottery: Unrestricted	1100
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$550.00	ACTION: Discretionary	0000
› ACTION: Continue to Support English Learner Program	08/08/2018	06/07/2019	\$700.00		
			\$700.00	ACTION: Site Supplemental and Concentration	0740
› ACTION: Implement Instructional Program with Intensity and Fidelity to Core Curriculum	08/08/2018	06/07/2019	\$7,500.00		
			\$3,000.00	ACTION: Discretionary	0000
			\$3,000.00	ACTION: Discretionary	0000
			\$1,500.00	ACTION: Discretionary	0000
› ACTION: Targeted Skills Intervention	08/08/2018	06/07/2019	\$0.00		
› ACTION: AVID Implementation	08/08/2018	06/07/2019	\$2,000.00		
			\$1,500.00	ACTION: Lottery: Unrestricted	1100
			\$500.00	ACTION: Lottery: Unrestricted	1100
» SUBJECT: LCAP Priority 5 - Pupil Engagement					
› GOAL: Pupil Engagement					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Foster a school and district culture that ensures academic/social and emotional well-being for all students 					
› ACTION: Student Engagement Activities	08/08/2018	06/07/2019	\$434.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$434.00	ACTION: Lottery: Unrestricted	1100
» SUBJECT: LCAP Priority 6 - School Climate					
› GOAL: School Climate					
› LCAP GOALS:					
• Foster a school and district culture that ensures academic/social and emotional well-being for all students					
› ACTION: Promote Positive Student Behavior and Establish Positive Expectations	08/08/2018	06/07/2019	\$5,500.00		
			\$1,500.00	ACTION: Lottery: Unrestricted	1100
			\$4,000.00	ACTION: Site Supplemental and Concentration	0740
› ACTION: Include Community Based Programs to Support Students	08/09/2017	06/01/2018	\$0.00		
› ACTION: Student Attendance	08/08/2018	06/07/2019	\$300.00		
			\$300.00	ACTION: Lottery: Unrestricted	1100
» SUBJECT: LCAP Priority 7 - Course Access					
› GOAL: Course Access - 21st century skills					
› LCAP GOALS:					
• Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready					
› ACTION: Implement Instructional Technology	08/08/2018	06/07/2019	\$300.00		
			\$300.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Technology Integration/Support	08/08/2018	06/07/2019	\$1,000.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010

Total Annual Expenditures for Current Site Plan: \$54,405.00

GOALS

» GOAL: CLEAN, SAFE AND MENTALLY STIMULATING LEARNING ENVIRONMENT

GOAL AREA: LCAP PRIORITY 1 - BASIC SERVICES

State Priorities:

- 1 - Basic Services

LCAP Goal:

- Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

Goal Statement:

To provide all students access to fully credentialed teachers, instructional materials that align with state standards, and safe facilities.

The staff of Isleton Elementary School is dedicated to providing a clean, safe, and mentally stimulating learning environment where students feel physically, emotionally, and mentally safe taking on academic challenges and feel courageous enough to address others in an appropriate and progressive manner about their positive and negative choices. We are also dedicated to conducting ourselves as professionals in our daily interactions with our students and with each other especially during crucial collaboration meetings. A clean, safe, and mentally stimulating environment provides more student instructional time in the classroom, to increase student achievement. Isleton Elementary School will provide an environment where all teachers are highly qualified, the school facility is safe and in good repair, and all the basic curricular needs (textbooks, desks, etc.) for students are met.

What data did you use to form this goal (findings from data analysis)?

- ◊ MAP, SARC information
- ◊ board approved textbooks and ancillary materials
- ◊ Data Wall intervention
- ◊ site council agendas and meeting notes
- ◊ facilities walk-throughs

What did the analysis of the data reveal that led you to this goal?

Isleton Elementary has a safe and clean campus and a very responsive custodial and maintenance staff that responds quickly to work order requests. There are minor facilities issues that need addressing due to regular wear and tear, which includes replacement playground equipment, water fountain replacement and lighting.

Technology is an area for continuous improvement and support. One staff member computer and one ELMO has had to be replaced in the 2017-2018 year; there will be more in the future as well as projectors, Elmos that will also need replacement due to age and use. Data Path is providing an analysis of needs for site council to review and prioritize replacement/upgrades.

What process will you use to monitor and evaluate the data?

- ◊ Prior to the start of school, teacher/admin conduct inventory of school resources and analysis of technology needs
- ◊ get input from students, parents, teachers, staff and other community stakeholders
- ◊ do principal observations
- ◊ conduct safety walk-throughs with custodian, admin and safety committee
- ◊ purchase replacement/upgrade items in order of priority

Strategy:

- ◊ in coordination with the district office, Isleton Elementary will maintain 100% NCLB highly qualified teachers
- ◊ in coordination with the district office, Isleton Elementary will have appropriate textbooks, technology, equipment, facilities and materials to support student learning
- ◊ in coordination with the district office, Isleton Elementary staff will have the necessary equipment and materials to meet the needs of their jobs in a safe and supportive environment.



ACTION:FACILITY NEEDS

Means of Achievement: Involvement of staff, parents and community

- Task:
 - ◊ As facility needs arise, teachers/staff will inform the custodian and/or principal.
 - ◊ The custodian and/or principal will make a work order for the Maintenance and Operations department.
 - ◊ The principal will keep a record of needed improvements that are requested.
 - ◊ Custodians will inform M&O and principal of regular facility maintenance needed.
 - ◊ Perform quarterly Walk Throughs with Safety Committee to look at Facility Needs/Concerns
 - ◊ maintain inventory of technology
 - ◊ monthly fire drills
 - ◊ evacuation plans posted in every room
 - ◊ evacuation drills

- **Measures:**
 - ◊ work orders placed
 - ◊ communication with M&O
- **People Assigned:**
 - ◊ Custodian
 - ◊ Teachers/Staff
 - ◊ Principal
 - ◊ M & O staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

> ACTION: CURRICULAR NEEDS

Means of Achievement: Monitoring program implementation and results

- **Task:**
 - ◊ Staff will inform principal of curricular needs to ensure all students have the appropriate materials.
 - ◊ Principal will contact DO or order any needed curriculum for the students.
 - ◊ At the end of each year, an inventory of curriculum will be done in order to request adequate materials from the DO.
- **Measures:**
 - ◊ Teacher Communication
 - ◊ Communication with District Office
 - ◊ Teachers will have the appropriate amounts of materials, supplies and technology needed for instruction
 - ◊ Students will have the necessary amounts of materials, supplies and technology needed for instruction
- **People Assigned:**
 - ◊ district office personnel
 - ◊ principal
 - ◊ teachers
 - ◊ office staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

> ACTION:PHYSICAL SAFETY OF SITE

Means of Achievement: Auxiliary services for students and parents

- **Task:**

- ◊ Form a Safety Committee of parent, staff and principal.
- ◊ Schedule and conduct **one meeting per semester** with the school Safety Committee, to meet after site council.
- ◊ Revise elements of the RDUSD safety plan as needed that pertain to IES.
- ◊ Train Isleton staff on the Standard Response Procedures: evacuate, shelter, lockdown and lockout.
- ◊ Conduct regularly scheduled fire drills, earthquake drills, intruder drills.
- ◊ Maintain and monitor security cameras purchased through site funds.
- ◊ Purchase locks for 3 interior doors in main building.
- ◊ Collaborate with the staff about the success of the monthly drills and how the procedures can be improved.
- ◊ Conduct school wide "Safety Audit" with M&O
- ◊ Share "Safety Audit" findings with district, school and community
- ◊ Implement audit recommendations
- ◊ Participate in district purchase of Catapult, internal threat alert system, and train staff

- **Measures:**

- ◊ Revised Safety and Emergency Preparedness Plan Agendas
- ◊ Minutes & Sign-in sheets from the Safety Committee and training meetings
- ◊ Notes from monthly drill collaboration
- ◊ "Safety Audit" results

- **People Assigned:**

- ◊ Director of Facilities/Director of Maintenance
- ◊ Principal
- ◊ Teachers
- ◊ Parents
- ◊ Community Members and pertinent resources such as emergency responders.

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Security Camera Contract	\$1,100.00
Discretionary	Locks - internal doors	\$1,000.00
Discretionary	Catapult Subscription	\$400.00

> ACTION: UPDATE TECHNOLOGY

Means of Achievement: Auxiliary services for students and parents

- **Task:**
 - ◊ perform site analysis to update technology - projectors, printers, staff computers
 - ◊ purchase items to ensure all classrooms are updated and operating properly
- **Measures:**
 - ◊ site tech plan
 - ◊ inventory of technology on campus
 - ◊ service tickets to Data Path
- **People Assigned:**
 - ◊ district IT staff
 - ◊ principal
 - ◊ secretary
 - ◊ district purchasing
 - ◊ maintenance

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Tech Hardware	\$2,750.00

>> GOAL: IMPLEMENT COMMON CORE STATE STANDARDS

GOAL AREA: LCAP PRIORITY 2 - IMPLEMENTATION OF STATE STANDARDS

State Priorities:

- 2 - Implementation of State Standards

LCAP Goal:

- Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.

Goal Statement:

All teachers will fully implement Common Core Standards and Instructional strategies in ELA/L and Math with district provided curriculum. This will include Next Generation Science standards, English language development, history/ social science, visual and performing arts, health education and physical education standards.

What data did you use to form this goal (findings from data analysis)?

The district has now completed two full years of SBAC testing. State and district mandated curricular policies and mandates continue to be infused into the program as they are formulated through adopted curriculum and supplementary materials.

Currently, staff uses the following data:

- ◊ MAP benchmark data
- ◊ Data Wall meetings
- ◊ SBAC data
- ◊ ELPAC data
- ◊ formative assessments
- ◊ summative assessments
- ◊ PLC time

What did the analysis of the data reveal that led you to this goal?

Currently, teachers feel more comfortable with the standards and we are seeing increased achievement each year CCSS has been in place. They have received ELD Framework Training to help support effective strategies for all learners, including academic language development and close reading. This has supported teachers with providing CCSS aligned curriculum, and Isleton Elementary performs above state averages in both ELA and math this last year. However, staff continues to work to close the achievement gap. NGSS have been adopted in California, and staff will need professional development in the new standards.

What process will you use to monitor and evaluate the data?

The SBAC scores will be mailed to parents by the California Department of Education in the summer of 2018. The principal and teachers will examine the results and determine priorities for the 2018-2019 school year. Students who do not score Meets or Exceeds Standards on the test will be identified and their progress examined during "Data Wall" discussions throughout the first semester of 2015/2016. Schoolwide trends will be identified and addressed through PLC time. Results will also be reviewed with parents during parent conferences held in the fall of 2018. Students who fall significantly below expected learning levels will have a Study Team convened to discuss how to provide supports for developing an individualized program for the student.

Strategy:

- ◊ Provide quality professional development to teachers in the areas of NGSS, CCSS strategies including close reading and academic language development
- ◊ PLC time dedicated to teachers supporting teachers in areas of problems of practice (POPs) through peer observations, strategy sharing
- ◊ Conduct walk throughs and instructional rounds
- ◊ Purchase supporting instructional materials



ACTION:NGSS/CCSS PROFESSIONAL DEVELOPMENT

Means of Achievement: Staff development and professional collaboration

- **Task:**
 - ◊ Teachers will be provided professional development/training in the NGSS and ELA/math integration.
 - ◊ Teachers will utilize materials, resources, and strategies from the NGSS
 - ◊ Teachers will collaborate throughout the year on NGSS implementation, which may include observations and planning time.

- **Measures:**
 - ◊ Agendas/Resources from science/English Language Arts/math
 - ◊ Agendas/Resources from NGSS training
 - ◊ Classroom Walkthroughs/Observations
 - ◊ Teacher absence sheets and records of Purchase Orders for conference attendance.
 - ◊ Student work

- **People Assigned:**
 - ◊ Teachers/Staff
 - ◊ Principal
 - ◊ District staff
 - ◊ NGSS trainer

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	NGSS PD Fees	\$1,095.00



ACTION:CCSS SUPPLEMENTAL MATERIALS

Means of Achievement: Alignment of instruction with content standards

- **Task:**
 - ◊ Teachers will use district or site funded supplemental materials for the purpose of implementing Common Core standards and enhancing instruction, including but not limited to high interest reading materials, realia, and math support items.
 - ◊ Purchase supplemental Language Arts, Spelling and/or Phonics consumables for enhancing the grammar and spelling instruction and practice

- **Measures:**

- ◊ Lesson Plans
- ◊ Classroom Walkthroughs/Observations
- ◊ Student Work
- ◊ Computer Lab/Keyboarding Schedule

- **People Assigned:**

- ◊ District Personnel
- ◊ Teachers/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	Scholastic Subscription	\$800.00
Site Supplemental and Concentration	Phonics Consumables	\$700.00
Site Supplemental and Concentration	Intervention Materials	\$726.00

ACTION: MATHEMATICS/ELA CURRICULUM

Means of Achievement: [Monitoring program implementation and results](#)

- **Task:**

- ◊ Schedule and abide by recommended instructional minutes (90 minutes/day based on the EPCs) for mathematics and ELA
- ◊ k-6 math teachers meet regularly, first to establish cross grade goals, then to monitor over time and engage such things as PD opportunities, classroom observations and collaboration time to meet goals
- ◊ Post daily agendas and daily coverage of Mathematics content standards in all classroom.
- ◊ Implement daily practice of test taking formats using Expressions materials and adopted ELA curriculum
- ◊ Daily implementation of all purchased components of CA. Math and ELA curriculum
- ◊ Identify the intervention assignment for each student when appropriate

- **Measures:**

- ◊ CAASPP (SBAC) scores
- ◊ Daily Schedules of each grade level reflecting fidelity to providing Mathematics instruction
- ◊ Specialized instruction and intervention
- ◊ Lesson Plans reflecting commitment to the implementation of the adopted Core Curriculum
- ◊ Teacher Observations/"Walk Thrus"
- ◊ Textbooks and Teacher Resources
- ◊ Inventory Analysis
- ◊ Posted Common Core content standards & daily agendas in all classrooms showing deliberate purpose of providing standards-based instruction
- ◊ meeting agendas
- ◊ Meeting notes & sign-in sheets
- ◊ Pictures of the Data Wall cards and their movement over time to show student achievement progress

- **People Assigned:**

- ◊ Teachers
- ◊ Support Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

 **ACTION:SCIENCE/SOCIAL SCIENCE**

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**

- ◊ School wide schedule will reflect science/social studies period.
- ◊ All teachers will teach required science and social science standards.
- ◊ Teachers will use GLAD and other effective strategies within science/social studies instruction.
- ◊ Provide alternate activities for acquiring and mastering science/social studies standards (field trips, assemblies).
- ◊ Non-fiction Science/Social Studies texts will be used during ELA instruction.
- ◊ Teachers will be provided budget to purchase NGSS materials to support new standard implementation.
- ◊ Teachers will begin using Social Science adoption materials in 2018-2019.

- **Measures:**

- ◊ lesson plans
- ◊ walkthroughs
- ◊ POs from materials purchased
- ◊ Staff meeting notes from collaboration time
- ◊ Assessment scores

- **People Assigned:**

- ◊ Teachers/ Staff
- ◊ Principal

Start Date: 08/09/2017

Completion Date: 06/01/2018

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Sly Park	\$600.00
Site Supplemental and Concentration	NGSS Supplemental Supplies	\$1,000.00

» GOAL: PARENT INVOLVEMENT

GOAL AREA: LCAP PRIORITY 3 - PARENT INVOLVEMENT

State Priorities:

- 3 - Parent Involvement

LCAP Goal:

- Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.

Goal Statement:

Promote increased parent involvement and engagement. Engage local community in the decision-making process and the educational programs of students. Increase parent engagement by 10% as evidenced by PTA, ELAC, parent learning opportunities, school events, and classroom volunteering.

What data did you use to form this goal (findings from data analysis)?

- ◊ Parent surveys
- ◊ Activity logs and sign in sheets associated with school related programs
- ◊ Record of parent sponsored activities

What did the analysis of the data reveal that led you to this goal?

Parents are in general very satisfied with the level of care and support their children receive at school; however:

- ◊ more effort needs to be made to increase communication between home and school
- ◊ more parent learning opportunities are needed, for both English and Spanish-speaking parents, including but not limited to:
 - CCSS math
 - college and career readiness
 - STEM
 - parenting classes
 - family learning field trips
 - family health
 - APTT

What process will you use to monitor and evaluate the data?

- ◊ The School Site Council will meet regularly and at least one half of the members of the Council will be parents of students attending the school.
- ◊ The Principal will attend PTA meetings and provide information to assist in their decision making process.
- ◊ A record of monthly newsletters and flyers that go home will be maintained.
- ◊ Sign in sheets for various activities such as Open House, Science Fair, and Back to School Night will be maintained.
- ◊ The district or school will conduct a yearly survey asking for input from parents on services that the school provides and principal will review to make changes.

Strategy:

- ◊ increased two-way communication through newsletters, phone calls, fliers
- ◊ increased principal involvement in PTA and school site council - reaching out to all parents
- ◊ identifying best practices for Isleton Elementary (i.e. communication) and following up regularly with stakeholders to improve
- ◊ continue to employ bilingual parent liaison 15 hours/week to coordinate parent volunteers, provide translation, help coordinate school events, and support teachers in communicating directly with families.
- ◊ Continue communication with parents through Isleton Facebook page alongside continuously updating school website to ensure parents are getting up to date information
- ◊ continue to build partnership with local agencies, including Adult Ed, First 5, and others to provide quality learning opportunities for parents

ACTION:ELAC/ SUPPORTING ENGLISH LEARNER PARENTS

Means of Achievement: [Involvement of staff, parents and community](#)

• **Task:**

- ◊ Inform the parent of the opportunities for involvement and the importance and implications that parent involvement has on student achievement. Emphasize the importance of regular school attendance and inform the parents of the criteria and procedures for short-term independent study agreements.
- ◊ Review the English Learner placement procedures, program option, and exit criteria with the parents.
- ◊ Explain the contents of the ELPAC and clearly communicate the testing schedule with their parents.
- ◊ Seek advice for the development of the Single Plan for Student Achievement (SPSA).
- ◊ Elect one representative to attend the DELAC/DAC/PI meetings.
- ◊ Encourage parents to complete the school surveys
- ◊ Review the results of the surveys and seek advice from the communicated results.
- ◊ **Provide a translator for all meetings and communications home**
- ◊ **Provide bi-lingual monthly newsletters, announcements, and phone tree announcements**
- ◊ Work with Adult Ed and other agencies to provide educational opportunities for parents to bridge the gap between home and school.

• **Measures:**

- ◊ Meeting announcement flyers
- ◊ Meeting sign-in sheets
- ◊ Record of parent involvement (events' helpers)
- ◊ ELAC meeting handouts
- ◊ School Messenger phone logs
- ◊ Family surveys
- ◊ Translated documents

• **People Assigned:**

- ◊ English Language Development (ELD) teacher
- ◊ Parents
- ◊ Students
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Local CABE conference	\$500.00
Lottery: Unrestricted	ELAC meeting refreshments	\$200.00

> ACTION:FAMILY LITERACY OPPORTUNITIES

Means of Achievement: [Involvement of staff, parents and community](#)

- **Task:**

- ◊ Utilize monthly newsletter, Remind and School Messenger calls to increase two-way communication
- ◊ In conjunction with the County Library, sponsor a minimum of one Family Literacy Night at the school each semester
- ◊ Staff will plan math literacy nights support parent understanding of CCSS
- ◊ Quarterly parent learning opportunities
- ◊ Hour of Code event
- ◊ Empower parents as partners, including First 5, library, and ASP collaboration

- **Measures:**

- ◊ Measures: Sign In Sheets
- ◊ Parent and staff feedback
- ◊ Parent surveys

- **People Assigned:**

- ◊ Principal
- ◊ Parents
- ◊ Students
- ◊ Teachers
- ◊ Community

Start Date: [08/08/2018](#)

Completion Date: [06/07/2019](#)

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	Family Literacy Nights materials	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Parenting Workshops	\$500.00
Discretionary	Parent Nights Incentives	\$300.00

> ACTION:PARENT COMMUNICATION AND OUTREACH

Means of Achievement: [Alignment of instruction with content standards](#)

• **Task:**

- ◊ provide dependable two-way communication between school and home
- ◊ provide translation for all events and monthly newsletters
- ◊ monthly Tiger Talk breakfast or coffee with parents
- ◊ Attend all ELAC and PTA meetings and bring back information to staff to ensure complete communication
- ◊ Use Remind, School Messenger and Facebook
- ◊ Continue to employ bilingual parent liaison for approximately 15 hours per week who will:
 - provide translation
 - help make outreach calls for volunteering
 - attend PTA and ELAC meetings and ensure
 - solicit feedback from parents on school concerns and needs
 - coordinate adult education opportunities
- ◊ Partner with First 5 to open Family Community Resource Center (M/W/F)
- ◊ Parent Awards to Acknowledge Engaged parents

• **Measures:**

- ◊ sign in sheets
- ◊ number of newsletters
- ◊ number of phone calls and notifications
- ◊ positive feedback on parent surveys
- ◊ number of active parent volunteers and parent leaders

• **People Assigned:**

- ◊ Principal
- ◊ Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Bilingual Parent Liaison	\$15,350.00
Discretionary	Postage for mailings to families	\$600.00
Discretionary	Tiger Talk Breakfasts and Year End Volunteer BBQ	\$750.00

» GOAL: ACHIEVEMENT

GOAL AREA: LCAP PRIORITY 4 - PUPIL ACHIEVEMENT

State Priorities:

- 4 - Pupil Achievement

LCAP Goal:

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

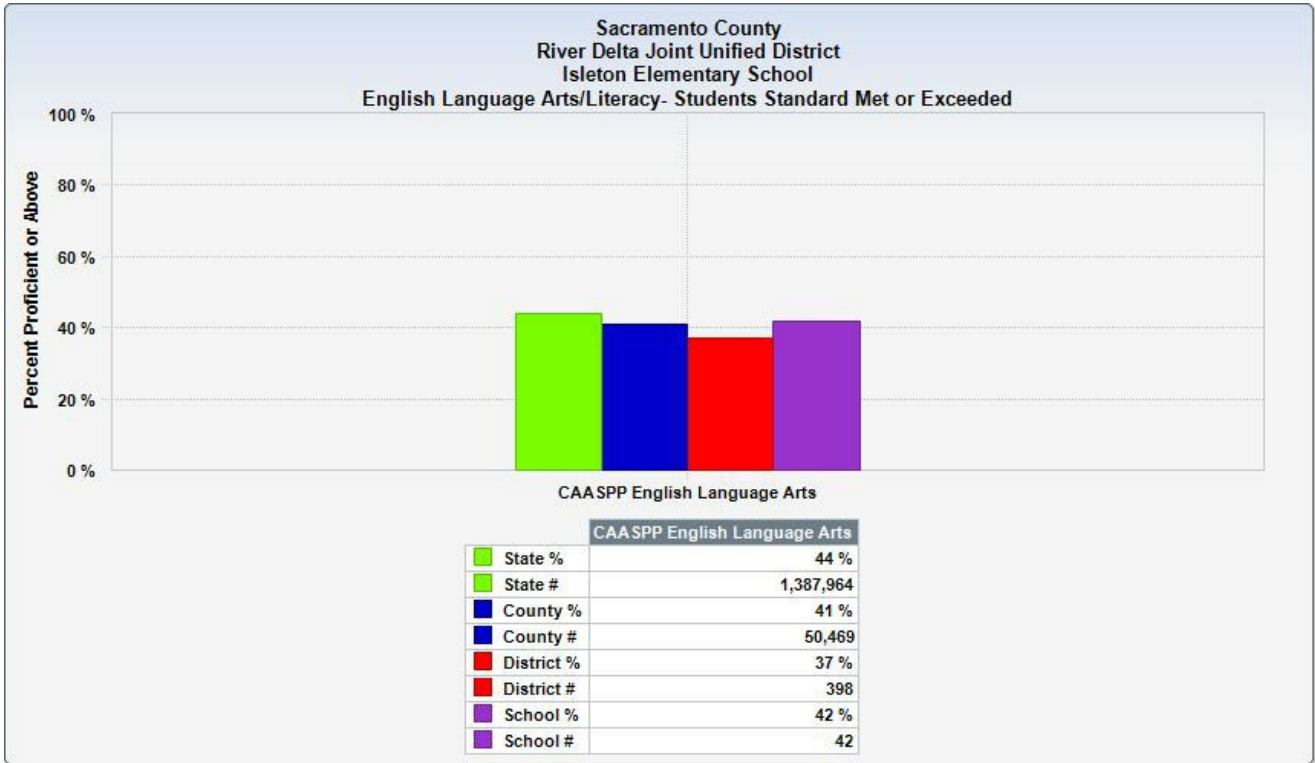
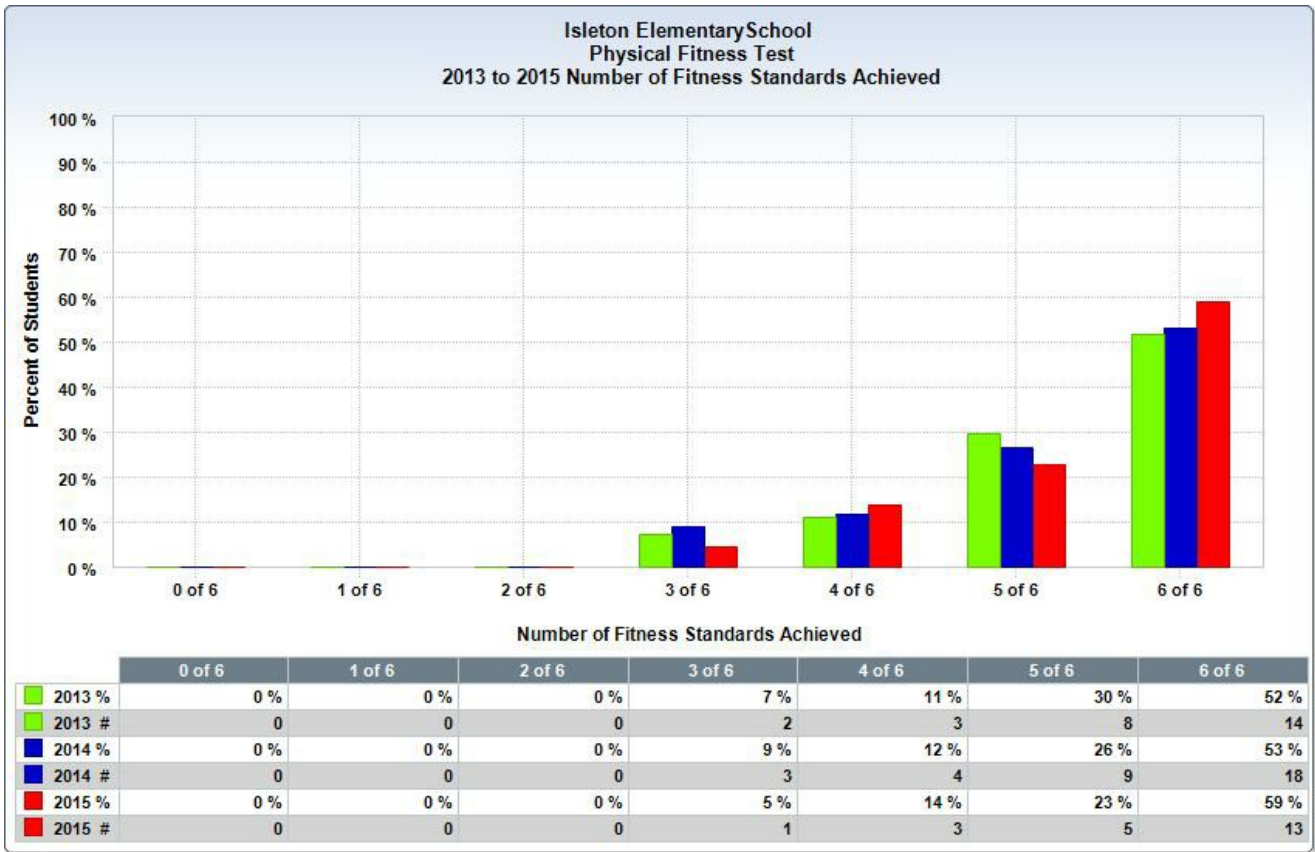
Goal Statement:

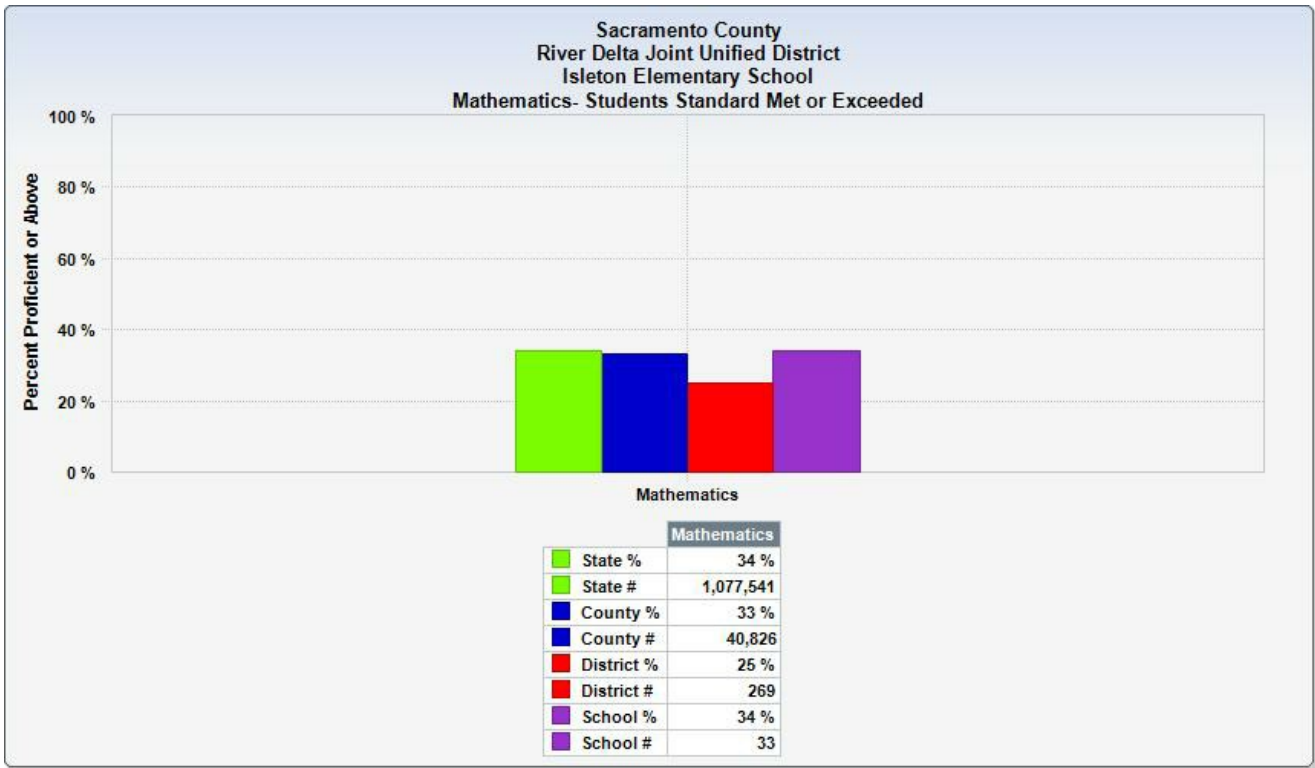
Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready:

- ◊ Emphasize and increase focus on other student outcomes related to required areas of study, including physical education, the arts and social emotional learning that influence student achievement.
- ◊ 65% of Isleton students will achieve Meet or Exceed Standards (3 or 4) status on ELA and Math state summative assessments, and district wide assessments.
- ◊ Students will make at minimum a year's growth in ELA, as measured by site-specific assessments by teacher evaluation, SBAC results and district benchmarks.
- ◊ 20% Reclassification rate for 2018-2019.
- ◊ 90% 6th grade ELL students who have attended US schools since kindergarten will meet redesignation criteria prior to leaving for middle school.
- ◊ 85% of 5th grade students will meet the Healthy Fitness Zone in 4 out of 6 Physical Fitness Zones.

What data did you use to form this goal (findings from data analysis)?

- ◊ CAASPP SBAC results
- ◊ MAP (District benchmark) data
- ◊ CAST Science Results
- ◊ ELPAC Results
- ◊ Reclassification Data
- ◊ STAR Physical Fitness Results
- ◊ Formative Assessments





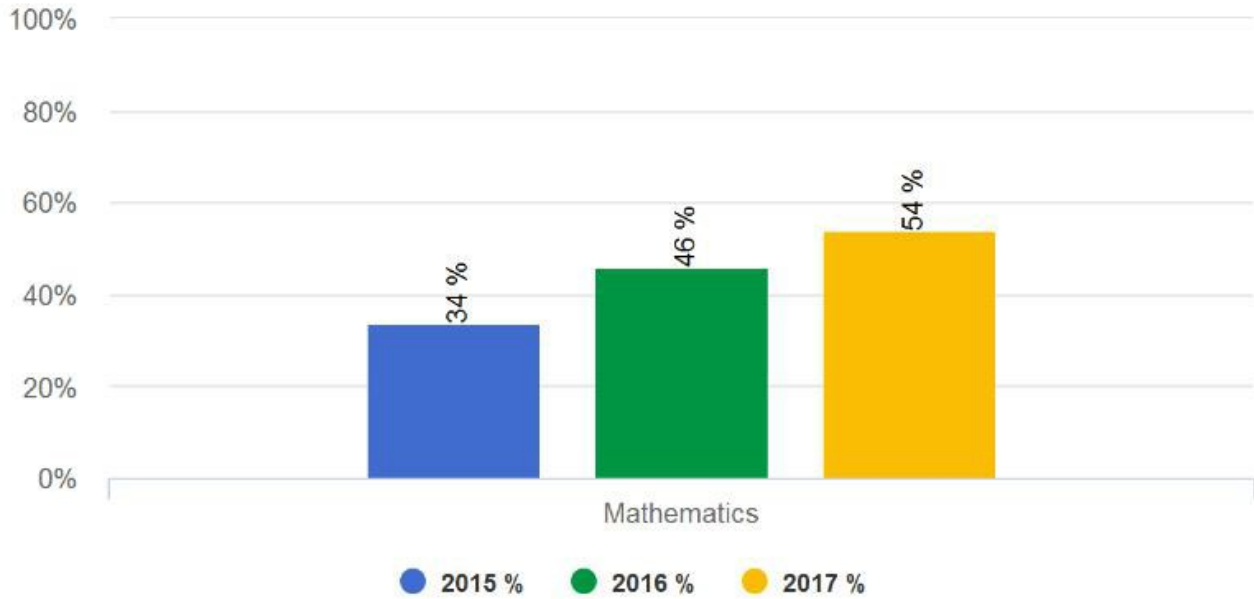
Equity Report

State Indicators	All Students Performance	Total Student Groups	Student Groups In Red/Orange
Chronic Absenteeism	N/A	N/A	N/A
Suspension Rate (K-12)		5	0
English Learner Progress (K-12)		1	1
English Language Arts (3-8)		3	0
Mathematics (3-8)		3	0

Performance Levels:	Blue (Highest Performance)	Green	Yellow	Orange	Red (Lowest Performance)
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An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Sacramento County
 River Delta Joint Unified District
 Isleton Elementary School
 2015 to 2017 - SBA - Mathematics - Students Standard Met or Exceeded



Mathematics	
2015 %	34
2015 #	33
2016 %	46
2016 #	41
2017 %	54
2017 #	49

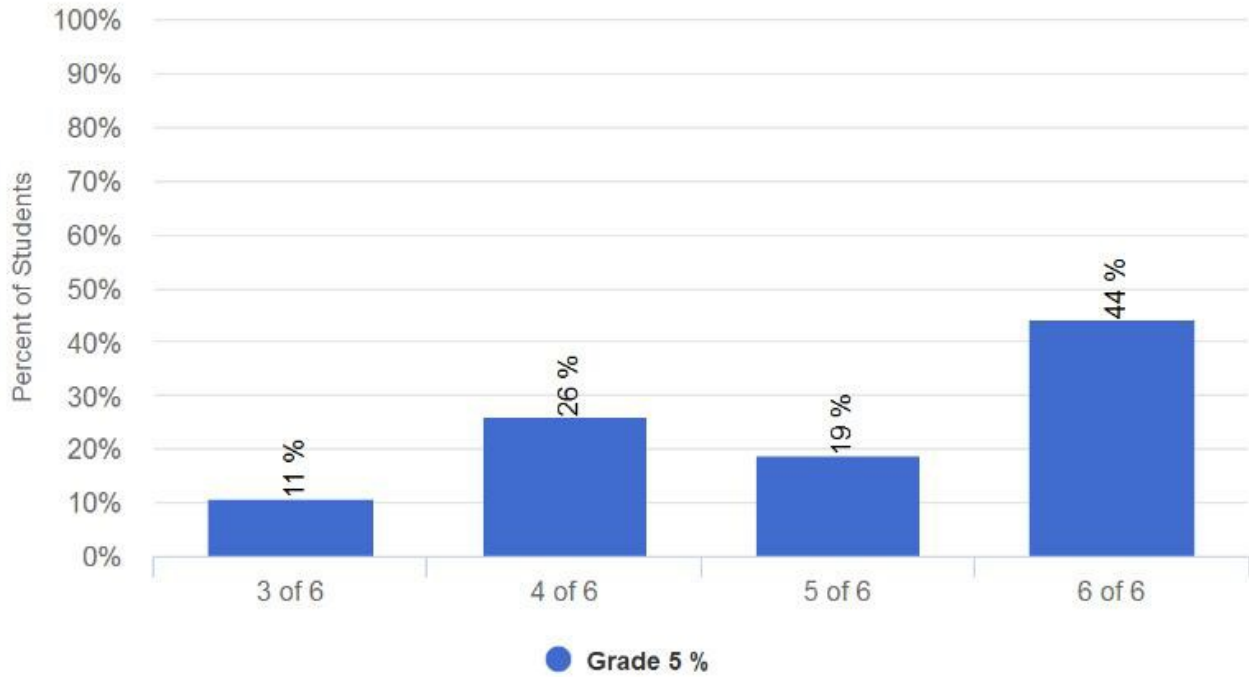
Similar School Comparison

School	School	
	Met & Above #	Met & Above %
No data available in table		

Performance Levels: Blue (Highest Performance) Green Yellow Orange Red (Lowest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

Isleton Elementary School
2017 - Fitness Standards







	3 of 6	4 of 6	5 of 6	6 of 6
Grade 5 %	11	26	19	44
Grade 5 #	3	7	5	12

What did the analysis of the data reveal that led you to this goal?

- ◊ 2017 ELA SBAC test results show: 67% of 3rd graders met or exceeded standards; 56% of 4th graders met or exceed standards; 71% of 5th graders met or exceeded standards; and 54% of 6th graders met or exceeded standards.
- ◊ 2017 Math SBAC test results show: 83% of 3rd graders met or exceeded standards; 37% of 4th graders met but or exceeded standards; 74% of 5th graders met or exceeded standards; and 38% of 6th graders met or exceeded standards. 3rd-6th grade teachers have been consistently reviewing formative assessments and matching instruction to meet student needs, including using IABs (CAASPP formative assessments) as part of instruction. This will be a continued focus for 2018-2019.
- ◊ Based on district benchmark data (MAP), students' increased exposure to CCSS has resulted in higher performance with each passing year. Kinder-2nd achievement in math and reading has been steady, with at least 50% of all student meeting growth goals in MAP testing from fall to spring. Kinder has had significant growth, with 71% and 76%, respectively.

- ◊ As of April, 2018, 19% of IES students were Redesignated. 63% of current 6th graders who have attended US schools since kindergarten have been redesignated. 33% of those who are still designated EL are also special education. An area of focus for 2018-2019 will be to continue to support students with dual designations of EL and special education. Further, EL students will receive more support to meet the expectations of ELPAC.
- ◊ 89% of 5th graders met 4/6 Physical Fitness Zone goals in 2016-2017. This is lower than in previous years, and PE and classroom teachers have implemented strategic supports to increase success. This will continue in 2018-2019.

Equity Report

State Indicators	All Students Performance	Total Student Groups	Student Groups In Red/Orange
Chronic Absenteeism	N/A	N/A	N/A
Suspension Rate (K-12)		5	0
English Learner Progress (K-12)		1	1
English Language Arts (3-8)		3	0
Mathematics (3-8)		3	0

Performance Levels:  Blue (Highest Performance)  Green  Yellow  Orange  Red (Lowest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

All 

Student Group	Students Performance	Number Of Students	Status	Change
All Students		186	Medium 1.1 %	Decreased Significantly -1 %
Black/African American		1	-	-
American Indian or Alaska Native		1	-	-
Filipino		1	-	-
Hispanic		102	Very Low 0 %	Decreased Significantly -1 %
White		73	Medium 2.7 %	Decreased Significantly -2 %
Multiple Races/Two or More		8	-	-
English Learner		58	Very Low 0 %	Maintained 0 %
Socioeconomically Disadvantaged		128	Low 0.8 %	Decreased Significantly -2 %
Students with Disabilities		35	Very Low 0 %	Decreased Significantly -2.9 %
Foster Youth		1	-	-
Homeless		17	Very Low 0 %	Decreased Significantly -4.6 %

Performance Levels:  Blue (Highest Performance)  Green  Yellow  Orange  Red (Lowest Performance)

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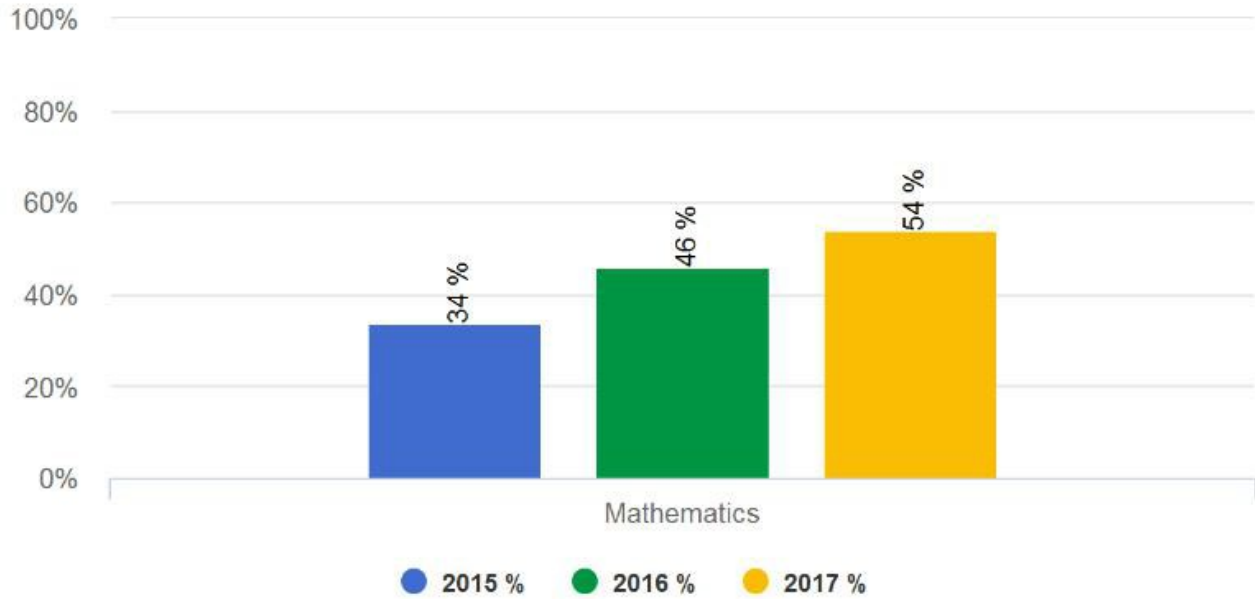
All Students ▼

State Indicators	All Students Performance	Status	Change
Chronic Absenteeism	N/A	N/A	N/A
Suspension Rate (K-12)		Medium 1.1 %	Decreased Significantly -1 %
English Learner Progress (K-12)		Medium 71.2 %	Decreased -3 %
English Language Arts (3-8)		High 18 Points Above Level 3	Increased 9.9 Points
Mathematics (3-8)		High 5.4 Points Above Level 3	Increased Significantly 17.7 Points

Performance Levels:  Blue (Highest Performance)  Green  Yellow  Orange  Red (Lowest Performance)

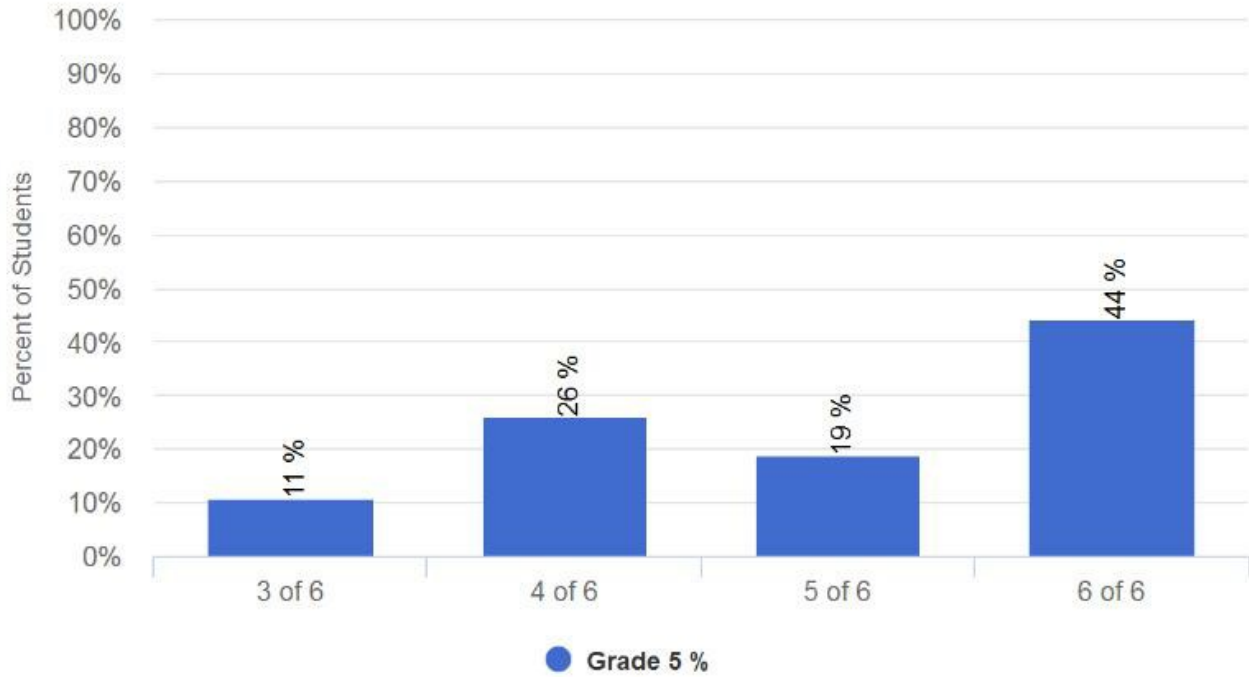
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Sacramento County
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Isleton Elementary School
2017 - Fitness Standards



	3 of 6	4 of 6	5 of 6	6 of 6
Grade 5 %	11	26	19	44
Grade 5 #	3	7	5	12

What process will you use to monitor and evaluate the data?

- ◊ Each teacher will review all student data on a quarterly basis. Parents will be kept informed of progress via report cards, back to school night activities, weekly folders home with completed work and state and local test reports.
- ◊ Teachers will review student progress at least quarterly in Data Wall meetings and following MAP benchmark tests.
- ◊ Staff will make data-driven decisions to support student achievement.

Strategy:

- ◊ each teacher will review all student progress at least quarterly in Data Wall meetings
- ◊ collaboration time to articulate across grade levels and with support teachers such as ELD, RSP
- ◊ staff professional development and staff collaboration
- ◊ targeted small group instruction as need for such things as ELD and reading
- ◊ formative assessments throughout the year in k-6 to make real-time decisions and differentiate instruction
- ◊ continued implementation of AVID in 4th and 5th grade in 2018-2019
- ◊ differentiated learning opportunities in the form of field trips, theatre arts residency, and school clubs and enrichment activities



ACTION: ONGOING ASSESSMENT AND MONITORING

Means of Achievement: Monitoring program implementation and results

- **Task:**

- ◊ Staff will review SBAC, ELPAC, District adopted assessments and Physical Fitness Results.
- ◊ Administer assessments for Kinder students (MAP, district benchmark, ELPAC) and monitor progress throughout kinder year.
- ◊ Implement regular curricular monitoring assessments (Math Topic Tests, ELA Theme Skills Tests, Ren Learn Assessments).
- ◊ Administer interim benchmark assessments - MAP and/or SBAC.
- ◊ Establish calendar for administration, collection, and analysis of RTI assessments.
- ◊ Schedule and use Datawall activities for classroom teachers, and principal to coordinate and fine tune services for students.
- ◊ Utilize district-provided SBAC practice materials.
- ◊ Celebrate student success on SBAC, ELPAC, Science CAST, CAA with Medals Ceremonies, kinder pins.

- **Measures:**

- ◊ Clear documentation of RTI and Monitoring Assessments
- ◊ Calendar of assessment administration and data analysis
- ◊ Assessment data shared with administration from teachers
- ◊ Documentation from PLC meetings, learning rounds and analysis of student work
- ◊ Data reports disaggregated by subgroups

- **People Assigned:**

- ◊ Teacher/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Awards for Academic Achievement	\$800.00
Site Supplemental and Concentration	Subs for quarterly assessments	\$1,200.00
Site Supplemental and Concentration	Medals for Achievement- CELDT	\$200.00

> ACTION:COLLABORATE GRADE LEVEL - SCHOOL WIDE

Means of Achievement: Staff development and professional collaboration

- **Task:**

- ◊ Calendar one collaboration meeting per month to focus on Common Core Instructional Strategies, Assessment data and analysis, and or lesson planning.
- ◊ Identify school site leaders in specialized areas (GLAD, A/R, School Plan, SDAIE) and utilize their input for all staff.
- ◊ Use a data recording tool for site collaboration meetings.
- ◊ Teachers share specific input/feedback on how to improve teaching strategies and student performance.
- ◊ Hold end of the year cross grade level collaboration meetings.

- **Measures:**

- ◊ Collaboration agendas/minutes
- ◊ Modifications to lesson plans/teaching strategies
- ◊ Students below benchmark identified and provided additional support
- ◊ Data analysis of significant grade level and school wide subgroups in SBAC Benchmarks, District Assessments, and Curricular Assessments

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Book Study Materials	\$250.00

> ACTION:DIFFERENTIATE INSTRUCTION

Means of Achievement: Increased educational opportunity

• **Task:**

- ◊ Student academic needs will be discussed at Data Wall meetings at least five times each year.
- ◊ School will meet with parents of students with significant academic/behavioral/other needs in an SST. Teachers and staff will work together to come up with ways to help students in their areas of need (i.e. push-in help, pullout help, academic or behavior contracts).
- ◊ In order to enhance the educational program, and allow students the opportunity to express their talents through expression other than the traditional subjects, the site will contract with services to support achievement for all students. **This includes ongoing partnership with Sacramento Theatre Company through its arts integration grant.**
- ◊ Set aside funds for enrichment supplies and GATE programming.

• **Measures:**

- ◊ Meeting notes from Monitoring Conferences
- ◊ Meeting notes from SSTs
- ◊ Staffing considerations for students needing extra help
- ◊ outcomes from individual learning plans (GATE students)
- ◊ formative and summative assessments connected with arts/music/PE
- ◊ number of students in engaged in a variety of educational opportunities

• **People Assigned:**

- ◊ Teacher/Staff
- ◊ Principal
- ◊ District GATE coordinator

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Transportation for Field Trips	\$800.00
Lottery: Unrestricted	Field Trips to Support Educational Program	\$3,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Transportation for Field Trips	\$1,000.00
Discretionary	GATE/Advanced Enrichment	\$550.00

ACTION:CONTINUE TO SUPPORT ENGLISH LEARNER PROGRAM

Means of Achievement: Alignment of instruction with content standards

• **Task:**

- ◊ Create a instructional schedule that maximizes personnel resources and instructional materials which includes: 30 minutes of ELD instruction for every English Learner who is Emerging, Expanding and or Bridging and integrated ELD throughout k-6 for in classrooms
- ◊ Implement the core ELD instructional materials (Wonders)
- ◊ Administer the adopted curriculum's assessments components
- ◊ Purchase and use test prep materials for the purposes for preparing the English Learners to gain at least one level advancement on the ELPAC
- ◊ Prepare the paperwork and hold mandatory meeting to redesignate English Learners who have met all necessary achievement criterion. This will be dependent on new district redesignation criteria.
- ◊ Inform the parent of the EL Program's process, placement and exit criteria

• **Measures:**

- ◊ ELPAC, MAP and CAASPP (SBAC) Results
- ◊ Student Redesignation Lists
- ◊ Agendas
- ◊ Meeting notes
- ◊ Sign-in for ELAC meetings
- ◊ Summary of ELD curriculum assessment results
- ◊ Daily ELD Instruction Schedule

• **People Assigned:**

- ◊ Teachers
- ◊ English Learner Support teacher
- ◊ Principal
- ◊ Support Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	ELD coordinator conference	\$700.00



ACTION:IMPLEMENT INSTRUCTIONAL PROGRAM WITH INTENSITY AND FIDELITY TO CORE CURRICULUM

Means of Achievement: Alignment of instruction with content standards

• **Task:**

- ◊ Abide by recommended instructional minutes (2.5 hours for K-3 and 2 hours for grades 4-6) for English/Language Arts
- ◊ Post daily agendas and daily coverage of English Language Arts content standards in all classrooms
- ◊ Daily implementation of all purchased components of adopted English Language Arts
- ◊ Attend regular Data Wall meetings to discuss the academic progress of each teacher's "target" students, identify the intervention assignment for each student when appropriate, and adjust the school-wide Data Wall with current assessment data and student levels
- ◊ Provide each staff member \$400.00 stipend to purchase supplemental instructional materials

• **Measures:**

- ◊ District testing benchmark information directly related to Common Core Curriculum
- ◊ Principal observation in classrooms
- ◊ Daily Schedules
- ◊ Lesson Plans
- ◊ Teacher Observations/walkthroughs
- ◊ Textbooks and Teacher Resources Inventory Analysis
- ◊ Posted standards & daily agendas
- ◊ Data Wall & collaboration time meeting agendas
- ◊ Meeting notes & sign-in sheets Data Wall cards.

• **People Assigned:**

- ◊ Teachers
- ◊ Principals
- ◊ Support Staff
- ◊ English Language Support teacher

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Classroom supplies	\$3,000.00
Discretionary	Copier Lease	\$3,000.00
Discretionary	Copier supplies	\$1,500.00

ACTION: TARGETED SKILLS INTERVENTION

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Analyze Wonders assessments, Theme Skills or similar assessment from curriculum
- ◊ (K-6), MAP Assessments (K-6), STAR Early Literacy (K-2) STAR Reading (1-6), SBAC (Grades 3-6), SuccessMaker (2-6) and ELPAC (K-6) data using the data management module, School Plan and the school-wide Data Wall.
- ◊ Review the RDUSD MTSS Process with the teachers
- ◊ Use Aeries for all students who are referred from RTI through potential 504.
- ◊ Administer initial placement assessments for STAR Reading, Read Naturally and Corrective Reading
- ◊ Identify and implement the appropriate intervention program based on the students' assessment results. Hold 6-8 week monitoring & collaboration meetings to review progress and eligibility.
- ◊ Three times a week 1st, 2nd, and 3rd grade students who are struggling with decoding skills will receive small group instruction to improve reading skills.
- ◊ Identify specific students who are performing below grade level in their fluency score to attend Read Naturally session at least two times per week.
- ◊ Using current Star Early Literacy data, identify English Learners who are beginning and early intermediate to attend intervention sessions with the EL Support Teacher which will use the best teaching practices of "frontloading" and deliberate "scaffolding" and "chunking" in the ELA concepts to build a knowledge foundation previous to English Learners receiving the ELA core lessons from the classroom teacher.
- ◊ Site leadership works closely with the district office, both Educational Services and Special Education to maximize district and site resources to support all students at our school and throughout the district.
- ◊ Students who score are above grade level participate in accelerated/differentiated instruction in the classroom.
- ◊ Students who need extra support academically may participate in our After School Program, where they can receive help with their homework and access other academic intervention programs.

- **Measures:**

- ◊ Student eligibility lists for each intervention program
- ◊ Daily/weekly schedule for each intervention program
- ◊ Agenda
- ◊ Meeting notes
- ◊ Sign-in for collaboration and training meetings
- ◊ Student assessment results for each quarter

- **People Assigned:**

- ◊ Teachers
- ◊ Principal
- ◊ Support Staff
- ◊ English Learner Support teacher

Start Date: 08/08/2018

Completion Date: 06/07/2019

> ACTION:AVID IMPLEMENTATION

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**
 - ◊ implement academic language development strategies to support all learners:
 - RIRA and close reading (RIRA k-2) (close reading (2-6))
 - "academic talk": fortified output and interactions
 - sentence frames and other supports used in classrooms
 - academic vocabulary taught at every grade level
 - ◊ continue schoolwide organization implementation, with planner use and note taking k-6
 - ◊ continue further implementation of college and career readiness activities, including research projects, college visits and career visitors/fairs

- **Measures:**
 - ◊ classroom walkthroughs
 - ◊ teacher lesson plans
 - ◊ staff meeting agendas

- **People Assigned:**
 - ◊ Principal
 - ◊ Teachers/Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	AVID Supplies	\$1,500.00
Lottery: Unrestricted	College and Career Activities	\$500.00

>> GOAL: PUPIL ENGAGEMENT

GOAL AREA: LCAP PRIORITY 5 - PUPIL ENGAGEMENT

State Priorities:

- 5 - Pupil Engagement

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Goal Statement:

Isleton Elementary fosters student connectedness that results in 97% attendance and low chronic absenteeism. This includes connecting with students and families about the barriers that students face in attending and engaging in school, which include opportunities to identify and build strengths and interests; partnering with families; and knowing our students.

What data did you use to form this goal (findings from data analysis)?

- ◊ Student attendance data from Aeries Student Data Management System
- ◊ Data Wall meetings
- ◊ Input from school families and students

What did the analysis of the data reveal that led you to this goal?

Student attendance has been slightly lower than the desired district goal (96%) but still close to 97% on a consistent basis. However, every day missed has implications so perfect attendance will be a school wide goal for the coming year. Chronic absenteeism is an issue with a minority of students, but cause for targeted supports.

What process will you use to monitor and evaluate the data?

- ◊ The school site secretary will track student attendance and make daily calls.
- ◊ Secretary and principal meet weekly to discuss student absences and identify potential chronic absenteeism.
- ◊ At least monthly, the site secretary will provide the principal a list of the students with perfect attendance and those with chronic absences.
- ◊ Principal will follow SARB process, including providing all notification letters, meeting with parents, and referring families to SARB board.
- ◊ Principal will make home visits to support attendance efforts.

Strategy:

- ◊ recognize perfect attendance each month at assemblies
- ◊ convene intervention meetings with families of students who are not only chronically absent, but students who are starting to show more absenteeism
- ◊ use SARB process as an opportunity to engage families and resources
- ◊ ensure ongoing school/family communication
- ◊ offer activities that support students' interests, i.e STEAM activities and career readiness activities



ACTION:STUDENT ENGAGEMENT ACTIVITIES

Means of Achievement: Increased educational opportunity

• **Task:**

- ◊ work with Isleton Library to provide weekly activities, including Makers Club and Story Time for k-2, interviews with authors, art workshops
- ◊ collaborate with ASP to ensure students have ample enrichment opportunities (sports, arts, etc)
- ◊ provide clubs that reflect student interests, including ukulele club, Spanish for Spanish speakers class, etc.
- ◊ provide regular opportunities for students to explore potential career paths
- ◊ work with site council, ELAC, PTA and student council to offer culturally responsive events throughout the year.
- ◊ No Tardy Party at least quarterly to acknowledge students who come to school on time each day.

• **Measures:**

- ◊ sign in sheets at events
- ◊ number of events planned
- ◊ communication between school, library, ASP and other organizations

• **People Assigned:**

- ◊ Principal
- ◊ Teachers/Staff
- ◊ ASP

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Student enrichment and No Tardy Party supplies	\$434.00

» **GOAL: SCHOOL CLIMATE**

GOAL AREA: LCAP PRIORITY 6 - SCHOOL CLIMATE

State Priorities:

- 6 - School Climate

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Goal Statement:

Isleton Elementary will create a variety of actions and programs that will decrease suspension and expulsion rates to 0% as well as increase students' feelings of safety and wellbeing on campus.

What data did you use to form this goal (findings from data analysis)?

- ◊ Previous SARC information
- ◊ 3 year suspension and expulsion information
- ◊ School discipline records
- ◊ Pertinent counseling and SST information
- ◊ Parent surveys

What did the analysis of the data reveal that led you to this goal?

In 2017-2018, Isleton suspended two students. While this was more than hoped for, on campus discipline issues have significantly decreased. This is due to a number of factors including collaboration among administrator, teachers and instructional assistants with years of experience; parent support for the school program; a positive reward system that recognizes student achievements; a positive trait of the month program; assemblies that promote positive messages to the students; an active PTA and School Site Council; and a commitment to monitoring and addressing student behavior and using each interaction as an opportunity to foster character and citizenship. Further, the school staff use agreed upon behavior norms in class and on the playground, and the principal has implemented an alternative discipline model. Also, the principal and two teachers have had mindfulness training; the counselor is active in k-6 through 1:1, small group and whole class support; staff work closely with RV Care, district social worker and behavior assistant for higher tier student needs.

What process will you use to monitor and evaluate the data?

- ◊ Individual suspensions will be monitored and reported to parents, the staff, and district offices.
- ◊ Suspensions will be entered into the Aeries system.
- ◊ Analyze parent survey data for trends to improve school culture.

Strategy:

- ◊ Teachers and staff will develop a behavior matrix to encompass playground, cafeteria and classroom behavior
- ◊ Teachers will facilitate class meetings and other types of activities to build rapport, communication skills and conflict resolution abilities
- ◊ Teachers will work with counselor and principal to identify needed services and supports for at-risk students
- ◊ Teachers, principal and staff will facilitate SSTs and other intervention meetings
- ◊ Principal and staff will provide clear and consistent message and follow through with regards to discipline

ACTION: PROMOTE POSITIVE STUDENT BEHAVIOR AND ESTABLISH POSITIVE EXPECTATIONS

Means of Achievement: [Increased educational opportunity](#)

- **Task:**

- ◊ Establish clearly understood school and classroom rules with clearly communicated consequences.
- ◊ Strengthen expectations for cafeteria behavior and procedures with appropriate consequences
- ◊ Support teachers in implementing and building culture through "Class Meetings"
- ◊ Acknowledge positive student behaviors with incentives and rewards
- ◊ Complete a Paw Power wall for outstanding student achievement, growth, etc.
- ◊ Host student awards night in May
- ◊ Provide individual and group counseling services. The school will continue to provide assemblies, bullying prevention program, classroom incentives, student recognition awards program, school safety program
- ◊ Review, analyze and plan strategies to reduce suspensions/expulsions, including restorative practices and interventions. Develop alternatives to suspension that help students repair, reflect and are instructive
- ◊ Maintain referral plan that is a student learning tool
- ◊ Acknowledge positive student behaviors with incentives and rewards through character education assemblies and special activities.
- ◊ Facilitate an active Student Council with leadership and school involvement opportunities: Spirit Weeks, morning announcements, leading the Pledge of Allegiance on the PA system, fundraising, and assessing the needs and wants of our students
- ◊ Implement behavior contracts as part of the behavior modification program for student with reoccurring misbehaviors
- ◊ Provide peer mentoring groups through counselor to increase leadership skills in older students
- ◊ Provide yoga and mindfulness as social emotional learning tool for k-3 and mindfulness for 4-6

- **Measures:**

- ◊ AERIES discipline report
- ◊ Classroom observation and "Walk-Thru" notes and copies of classroom established rules.
- ◊ Notes from counselor and teacher collaboration
- ◊ Restorative Practices reflection forms, meeting notes, plans and contracts
- ◊ Signed Parent/School Compacts
- ◊ Teacher feedback from class meetings and other rapport building activities
- ◊ Student Council meeting agendas and minutes
- ◊ "Check In/Check Out" communication log
- ◊ Rewards for monthly recognition of good character.
- ◊ Record of overall disciplinary contacts to include suspension and expulsion data

- **People Assigned:**

- ◊ Principal
- ◊ Classroom/SDC Teachers
- ◊ EL Support Teacher
- ◊ Support Staff
- ◊ School counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Positive School Climate Support Activities and Recognition- T Shirts, No Tardy Party, etc.	\$1,500.00
Site Supplemental and Concentration	Yoga and Mindfulness	\$4,000.00

ACTION:INCLUDE COMMUNITY BASED PROGRAMS TO SUPPORT STUDENTS

Means of Achievement: Auxiliary services for students and parents

- **Task:**

- ◊ maintain regular communication with agency to ensure students are receiving services.
- ◊ work to connect with local universities to procure interns to support counseling program.
- ◊ partner with Lions Club and other local service agencies to provide opportunities to students such as holiday gifts.
- ◊ schedule events with ELAC and PTA including holiday fair, family movie nights, fundraisers, etc.
- ◊ Partner with Migrant Ed to provide services to students.
- ◊ Coordinate with First 5 to provide early literacy opportunities to families connected with IES.
- ◊ Partner with Adult Ed to provide learning opportunities to parents around technology, communication, etcetera.
- ◊ Partner with Family Hui to implement parent-leadership program through First 5 and elementary-aged group for 2018-2019.
- ◊ Partner with South County Services (food, support services)
- ◊ Make consistent referrals to Rio Vista Care to ensure Tier III students and families are getting mental health support.
- ◊ Partner with Isleton library to bring quality enrichment opportunities to students and families

- **Measures:**

- ◊ number of referrals to Rio Vista CARE
- ◊ communication between agencies and school
- ◊ sign ins from events
- ◊ parent surveys and feedback to principal and staff
- ◊ schedules
- ◊ library activity participation

- **People Assigned:**

- ◊ Principal
- ◊ Counselor
- ◊ PTA
- ◊ ELAC
- ◊ Lions Club
- ◊ Rio Vista CARE

Start Date: 08/09/2017

Completion Date: 06/01/2018



ACTION:STUDENT ATTENDANCE

Means of Achievement: Monitoring program implementation and results

- **Task:**

- ◊ Students who have perfect attendance each quarter will receive recognition/award. Students with no tardies will participate in a "No Tardy" party
- ◊ Teachers will encourage superior attendance and recognize it in their classrooms.
- ◊ Create a School Attendance Review Team, made up of the principal, counselor, a specialist, and a classroom teacher.
- ◊ Parents/Guardians of students with chronic absenteeism will receive letters from the school and have a meeting with the School Attendance Review Team.
- ◊ Provide end of year celebration for students who have perfect attendance.
- ◊ Provide end of the year celebration to celebrate high attendance rates. Student recognition/awards for perfect attendance

- **Measures:**

- ◊ Attendance from Aeries
- ◊ Copies of chronic absenteeism letters/Notes from parent meetings
- ◊ SARB notices
- ◊ Behavior Contracts

- **People Assigned:**

- Principal
- Secretary
- Teachers/Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Pupil Rewards for attendance	\$300.00

» GOAL: COURSE ACCESS - 21ST CENTURY SKILLS

GOAL AREA: LCAP PRIORITY 7 - COURSE ACCESS

State Priorities:

- 7 - Course Access

LCAP Goal:

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Goal Statement:

Isleton Elementary School will create and maintain full access to all technology components of the district-adopted curriculum, site-based software, web-based programs, and internet services for all students, teachers, and support staff throughout the school year to increase access, equity, improve technological fluency and close the achievement gap.

In all classes, 100% of all students will have access to technology and software to build grade-level appropriate technological skills. This includes keyboarding skills, Google classroom and other applications.

What data did you use to form this goal (findings from data analysis)?

- CAASPP (SBAC) scores
- district-wide elementary assessments
- maintenance journals from the tech, computer inventory spreadsheet
- teacher collaboration discussions
- input from stakeholders
- California College Readiness Standards

What did the analysis of the data reveal that led you to this goal?

Students need regular unfettered access to technology. This requires two things: regular opportunities and reliable equipment. The district provides excellent tech support. A TOSA (teacher on special assignment) who will support teachers in implementation is also key, as teachers have communicated a desire for more training. The site will continue to build skills in the classroom and add more Chromebooks and other devices as needed to support 1:1 technology. Teachers will continue to work with the TOSA to integrate activities and programs into the curriculum to bridge the digital divide.

What process will you use to monitor and evaluate the data?

- ◊ Computer lab schedule
- ◊ Samples of lessons and projects completed using technology
- ◊ Formative assessments
- ◊ Completed projects through Google Classroom using Google sheets, Google slides, Google docs

Strategy:

- ◊ integrate technology usage into students' daily practice to both improve technological fluency and skills
- ◊ ensure K-6 has access to Chromebooks
- ◊ ongoing professional development (TOSA and other providers)



ACTION:IMPLEMENT INSTRUCTIONAL TECHNOLOGY

Means of Achievement: Improvement of instruction strategies and materials

• Task:

- ◊ Implement instructional technology associated with all adopted curriculum.
- ◊ Monitor implementation of the curriculum's technology components
- ◊ collaborate with Teacher on Special Assignment (TOSA) and other district personnel on individualized learning plan (ILP) for teacher to integrate technology into the classroom that matches students' needs
- ◊ Teachers will utilize supplemental technology programs such as RenLearn, IXL, and Starfall to bolster basic skill acquisition.
- ◊ Teachers will continue to utilize keyboarding programs with students in 2nd-6th grade to practice Common Core technology standards and gain proficiency in keyboarding skills.

• Measures:

- ◊ Training agendas
- ◊ Sign-in sheets
- ◊ Classroom observations & walkthroughs
- ◊ Notes Teachers' lesson plans

- **People Assigned:**

- ◊ Classroom/SDC Teachers
- ◊ Principal
- ◊ District TOSA

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Keyboarding Without Tears	\$300.00

> **ACTION: TECHNOLOGY INTEGRATION/SUPPORT**

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Maintain 1:1 technology through maintenance and regular purchase of Chromebooks and other devices.
- ◊ Work closely with district contractor to ensure devices are working properly and with TOSA to ensure district software is working properly.

- **Measures:**

- ◊ Teacher plans for using mini-labs in the classrooms
- ◊ Troubleshooting & Maintenance logs
- ◊ Teacher feedback
- ◊ Computer Lab/classroom time observations
- ◊ Communication logs for contact with Data Path, Ren Learn and Lexia representatives
- ◊ Teacher feedback on the effectiveness of the computer skills mini-lesson

- **People Assigned:**

- ◊ Principal
- ◊ Classroom/SDC Teachers
- ◊ Support Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Technology Upgrades, Replacement and Maintenance	\$1,000.00

» FUNDING PROGRAMS INCLUDED IN THIS PLAN

- Each state and federal categorical program in which the school participates.

Total Site Plan Budget :	\$54,405.00
Total Annual Expenditures for Current School Plan:	(\$54,405.00)
Balance:	\$0.00

Funding Resource Code	Funding Source	Allocation / Expenditure	
1100	Lottery: Unrestricted	\$8,834.00	
	Science/Social Science	(\$600.00)	
	Promote Positive Student Behavior and Establish Positive Expectations	(\$1,500.00)	
	Student Attendance	(\$300.00)	
	ELAC/ Supporting English Learner Parents	(\$200.00)	
	Differentiate Instruction	(\$800.00)	
	Differentiate Instruction	(\$3,000.00)	
	AVID Implementation	(\$1,500.00)	
	AVID Implementation	(\$500.00)	
	Student Engagement Activities	(\$434.00)	
	Balance:		\$0.00
	3010	NCLB-Title I, Part A, Basic Grants Low Income and Neglected	\$19,745.00
Implement Instructional Technology		(\$300.00)	
Technology Integration/Support		(\$1,000.00)	
Differentiate Instruction		(\$1,000.00)	
Family Literacy Opportunities		(\$500.00)	
Parent Communication and Outreach		(\$15,350.00)	
ELAC/ Supporting English Learner Parents		(\$500.00)	
NGSS/CCSS Professional Development		(\$1,095.00)	
Balance:		\$0.00	
0000	Discretionary	\$16,000.00	
	Physical Safety of Site	(\$1,100.00)	

Funding Resource Code	Funding Source	Allocation / Expenditure
	Physical Safety of Site	(\$1,000.00)
	Physical Safety of Site	(\$400.00)
	Update Technology	(\$2,750.00)
	Parent Communication and Outreach	(\$600.00)
	Parent Communication and Outreach	(\$750.00)
	Collaborate Grade Level - School Wide	(\$250.00)
	Ongoing Assessment and Monitoring	(\$800.00)
	Family Literacy Opportunities	(\$300.00)
	Implement Instructional Program with Intensity and Fidelity to Core Curriculum	(\$3,000.00)
	Implement Instructional Program with Intensity and Fidelity to Core Curriculum	(\$3,000.00)
	Implement Instructional Program with Intensity and Fidelity to Core Curriculum	(\$1,500.00)
	Differentiate Instruction	(\$550.00)
	Balance:	\$0.00
0740	Site Supplemental and Concentration	\$9,826.00
	Ongoing Assessment and Monitoring	(\$1,200.00)
	Ongoing Assessment and Monitoring	(\$200.00)
	Continue to Support English Learner Program	(\$700.00)
	CCSS Supplemental Materials	(\$800.00)
	CCSS Supplemental Materials	(\$700.00)
	CCSS Supplemental Materials	(\$726.00)
	Family Literacy Opportunities	(\$500.00)
	Promote Positive Student Behavior and Establish Positive Expectations	(\$4,000.00)
	Science/Social Science	(\$1,000.00)
	Balance:	\$0.00

**SCHOOL SITE COUNCIL MEMBERSHIP**

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the School through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:

Name	Represents	Contact Info	Reviewed Plan Date
Antonia Slagle	Principal		05/04/2018
Kristina Cox	Parent or Community Member		05/04/2018
Ligaya Apalit	Classroom Teacher		05/04/2018
Steve Wright	Classroom Teacher		05/04/2018
Maria Romero	Parent or Community Member		05/04/2018
Stephanie Carvahlo	Other School Staff		05/04/2018
Karla Chavez	Parent or Community Member		05/04/2018

TOTAL NUMBER OF SCHOOL SITE COUNCIL MEMBERS

	Principal	ClassRoom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Number of members of each category	1	2	1	3	0

» RECOMMENDATIONS AND ASSURANCES

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

English Learner Advisory Committee

Maria C. Romero Signature

State Compensatory Education Advisory Committee

_____ Signature

Gifted and Talented Education Advisory Committee

_____ Signature

Special Education Advisory Committee

_____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed here in form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on:

06/12/2018

Attested:

Ms. Antonia Slagle, Principal


Typed name of School Principal


Signature of School Principal

5/04/2018
Date

Kristina Cox

Typed name of SSC Chairperson


Signature of SSC Chairperson

5/4/18
Date



ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

Use of state and local assessments to modify instruction and improve student achievement (ESEA):

Isleton Elementary School implements site-based, district and state assessments into their teaching cycle process: plan, teach, assess, and analyze. The data from all of these assessments is analyzed to plan for future instruction and possible supplemental interventions. This data is analyzed at district inservice days, monthly staff development meetings, and grade level cluster meeting occurring at least twice a month. Site-based assessments include STAR Reading, Star Early Literacy, Math assessments, and STAR Math. **District benchmark assessments were created with teacher input. Isleton Elementary uses the results from state and local assessments (SBAC and MAP) to plan and modify student instruction.**

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC):

The staff at Isleton Elementary School uses the data from the ELPAC, MAP, **SBAC testing information**, Read Naturally Fluency Tests, Success Maker, STAR Reading, STAR Math, STAR Early Literacy, Houghton Mifflin Theme Tests, and Math tests to monitor the students' progress toward the state standards, identify areas of academic weakness, develop an intervention plan, implement the intervention plan and, every 6 weeks, review the effectiveness of each student's intervention plan.

Status of meeting requirements for highly qualified staff (ESEA):

The highly qualified staff members of Isleton Elementary School meet formally at least twice a month and informally twice a month to discuss our students' academic progress, intervention plans, enrichment plans, co- and extra-curricular activities and discuss the necessary next steps for success.

Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC):

The principal of Isleton Elementary School is certified under the AB 75 training.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC):

All credentialed teachers have completed the AB 466 training for the state-adopted curriculums.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA):

The district and site administration continues the process of aligning all staff development opportunities to the Common Core standards, assessing student performance, and professional needs. Instructional assistance and support for beginning teachers is implemented by the district BTSA Support Providers and the district BTSA Coordinator. In-district GLAD trainers serve as coaches and educators for our teachers. For the past eight years, an early release day has provided opportunities for collaboration, planning and professional development. Monthly staff development meetings are used for grade level collaboration, data analysis, and improved instructional strategies.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC):

100% of the certificated teaching staff (10 teachers) at Isleton Elementary School is faced with the challenge of planning for, teaching, and monitoring low student performance.

Teacher collaboration by grade level (K-8) and department (9-12) (EPC):

Because there is only one teacher per grade level, the Isleton Elementary School teachers meet in grade level clusters (K-3) (4-6) to share information regarding the academic progress of their students and share ideas about the best teaching practices. One meeting each month is dedicated to instructional practice while the other is usually scheduled to collaborate on student data and interventions.

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA):

Using state and local assessments, Isleton Elementary School teachers plan, teach, monitor and reflect on effective instruction to improve student achievement. The essential monitoring and reflecting needed for focused instruction is performed by using standards-based assessments, which are provided by the district-adopted curriculum. Teacher groups meet regularly to analyze the curriculum-embedded assessment data to monitor student progress. SBAC testing information for Grades 3-6 is an integral part of determining placement in small instructional groups, intervention opportunities such as Response to Intervention (Tier 1-3) and After School Program, referrals for Student Study Team (SST) meetings, at-risk of retention referrals, and GATE identification and placement. ELPAC (forthcoming) assessments determine English Learner placement for appropriate English Language Development (ELD) instruction and reclassification eligibility. Future district benchmark assessments for language arts and mathematics are also used to track student progress to plan for differentiated instruction in the classroom.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K-8) (EPC):

For the past several years, the school has faced fiscal challenges due to the effects of the 2008 recession, declining ADA and uncertain school budgets. However, all teachers adhere to state and district guidelines on instructional minutes and core curriculum mandates.

Lesson pacing schedule (K-8) and master schedule flexibility for sufficient numbers of intervention courses (EPC):

Isleton Elementary School will partner with the Sacramento County Public Library on a family Literacy Night. During this period, students will be able to participate in story time and literature activities while parents are learning English as a Second Language. After school intervention sessions are also available for all students.

Availability of standards-based instructional materials appropriate to all student groups (ESEA):

There are sufficient standards-based instructional materials available that are appropriate for all groups in Math, Language Arts, Social Studies, Science and English Language Development. River Delta Unified School District provides a quality, rigorous curriculum to all students so that they reach high levels of academic achievement. There is alignment of curriculum, instruction, and materials to content and performance standards. Teachers have the flexibility to teach at the pace of the class and provide appropriate interventions. We follow the recommended instructional minutes for reading/language arts and mathematics, as verified in annual language arts implementation reviews and audits. Isleton Elementary School has availability of standards-based instructional materials appropriate to all student groups. All instructional materials used are SBE and district-adopted and standards aligned. Core subject materials and intervention programs are listed below: Wonders ELA, Houghton Mifflin CA Math Expressions Mathematics, Houghton Mifflin Social Studies, Houghton Mifflin Science. Isleton Elementary School intervention programs include: Lexia (Phonemic Awareness-Grades K-6), Handwriting Without Tears (Penmanship-K-6), Accelerated Reader (Reading Comprehension- K-6), Corrective Reading, IXL Math and ELA, SuccessMaker, and Read Naturally (Reading Fluency-Grades K-6).

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC):

The teachers of Isleton Elementary School are implementing the state adopted curriculums with 100% fidelity. All texts and support materials are aligned with California content standards.

Services provided by the regular program that enable underperforming students to meet standards (ESEA):

All students, even the underperforming students, are instructed using grade level curriculum every day. All teachers have a Universal Access (UA) time planned into their daily agenda to meet specific academic needs of the students. The teacher utilize their SBE & district-adopted curriculum teacher resource handbooks for Extra Support, English Learner and Classroom Management to plan Universal Access lessons for the underperforming students. In the delivery of these lessons all teacher have been trained to differentiate their instruction, using ELD, SDAIE & GLAD strategies. Isleton ELementary School also uses animated software and web-based computer programs such as Lexia, Accelerated Reader, Accelerated Math, Math Facts in a Flash, and English in a Flash to assist the underperforming students to meet state content standards. Wonders ELD curriculum is being used to assist students who are learning English as their second language in mastering the English Language Development content standards. The state-funded ASES (After School) Program has three main focus areas: intervention, physical fitness, and enrichment. Its goal is to create a significant positive change in the academic progress of the underperforming students.

Research-based educational practices to raise student achievement at this school (ESEA):

Since CCSS implementation, teachers have studied the new standards and have supported each other in implementing the new standards; this has required a stronger focus on reading complex texts and writing. At kindergarten, for example, students are led in interactive readalouds which bridge to writing. IES will also enter its second year of AVID implementation. Second grade has implemented RIRA, and 3rd through 6th grades have increased a focus on complex texts and academic conversation skills to deepen learning.

Resources available from family, school, district, and community to assist under-achieving students (ESEA):

Isleton Elementary School provides a wide range of resources to assist the underperforming students. Parent-Teacher Conferences are scheduled twice a year but are available at any time for parents to review their child's teacher the progress, lack of thereof, or express any concerns the parent may have. Isleton Elementary School's Back-to School Night informs the parents of the state content standards and high behavioral expectations of the children through a teacher presentation (translation provided) and distributed brochures and handouts. The ASES (After School) Program provides academic intervention, enrichment opportunities, and physical recreation activities for the students. 75% of the student population participates in the ASES program and receives targeted help on the homework assignments. The Sacramento County Library is located on the Isleton Elementary School campus. All classes are scheduled to visit the library once a week. The library encourage and enhances the school's Accelerated Reader program. The library also plans interactive experiences related to rich literature. The library services are available to all students, teachers, and parents 9:00 a.m.-6:00 p.m. four days a week. South County Services comes to the school once per week to provide food and other services to the school community. Rio Vista CARE provides Tier III mental health supports for students.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of consolidated application programs. (5 CCR 3932):

Isleton Elementary collaborates with the School Site Council, English Language Advisory Committee, and the District English Language Advisory Committee/Program Improvement Committee/District Advisory Committee to evaluate the current year's site plan and adjust the goals of the site plan to meet the needs of the students attending our school. In addition, an active and supportive PTA provides funds to enhance the physical environment and extend learning opportunities for students.

Services provided by categorical funds that enable underperforming students to meet standards (ESEA) :

Isleton Elementary School has been identified as a school-wide Title I school. All of the programs are targeted to address the needs of the underperforming students and are supported by the district and site-based Title I funding.

Fiscal support (EPC):

Isleton Elementary School receives funding from the following resources: Lottery, NCLB: Title I Part A, Basic Grants Low-Income and Neglected, Discretionary and Site Supplemental and Concentration. Fiscal support of these resources are detailed in the budget designations throughout the Single Plan for Student Achievement.

SPSA 2018-19

SINGLE PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Bates Elementary

The District Governing Board approved this revision of the School Plan on: 06/12/2018

CDS Code: 34674136033641

Principal: Maria Elena Becerra, Principal

Superintendent: Don Beno

Address: 180 Primasing Ave.
Courtland, CA 95615-0308

Phone: (916) 775-1771

Email: mebecerra@rdusd.org

Web Site: <http://bates-rdusd-ca.schoolloop.com/>



Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
» SUBJECT: LCAP Priority 1 - Basic Services					
› GOAL: Priority 1: Bates will provide a safe learning and working environment for all.					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction • Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12. 					
› ACTION: Facility Needs	08/08/2018	06/07/2019	\$0.00		
› ACTION: Curricular Needs	08/08/2018	06/07/2019	\$0.00		
» SUBJECT: LCAP Priority 2 - Implementation of State Standards					
› GOAL: Priority 2: Implementation of State Standards					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Not Aligned 					
› ACTION: Professional Development for Teaching Staff	08/08/2018	06/07/2019	\$2,000.00		
			\$500.00	ACTION: Discretionary	0000
			\$500.00	ACTION: Site Supplemental and Concentration	0740
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Supplemental / Ancillary Materials	08/08/2018	06/07/2019	\$900.00		
			\$200.00	ACTION: Site Supplemental and Concentration	0740
			\$700.00	ACTION: Site Supplemental and Concentration	0740
» SUBJECT: LCAP Priority 3 - Parent Involvement					
› GOAL: Priority 3 - Bates Parent Involvement Integral Part of Student Success					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Not Aligned 					

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
› ACTION: Communication with Parents	08/08/2018	06/07/2019	\$1,000.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100
			\$500.00	ACTION: Discretionary	0000
› ACTION: Parent Trainings	08/08/2018	06/07/2019	\$4,400.00		
			\$400.00	ACTION: Discretionary	0000
			\$500.00	ACTION: Lottery: Unrestricted	1100
			\$500.00	ACTION: Discretionary	0000
			\$2,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Thursday Work Day	08/08/2018	06/07/2019	\$500.00		
			\$500.00	ACTION: Discretionary	0000
› ACTION: ELAC Responsibilities	08/08/2018	06/07/2019	\$2,100.00		
			\$1,500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$600.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
» SUBJECT: LCAP Priority 4 - Pupil Achievement					
› GOAL: Priority 4: Bates Student Achievement					
› LCAP GOALS:					
• Not Aligned					
› ACTION: Implement ELA/Math Programs with Intensity and Fidelity					
	08/08/2018	06/07/2019	\$18,700.00		
			\$1,700.00	ACTION: Lottery: Unrestricted	1100
			\$12,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$2,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$2,000.00	ACTION: Discretionary	0000
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Ongoing Assessment and Monitoring System	08/08/2018	06/07/2019	\$2,000.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100
			\$1,500.00	ACTION: Site Supplemental and Concentration	0740
› ACTION: Grade Level/School Wide Collaboration	08/08/2018	06/07/2019	\$2,000.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$1,000.00	ACTION: Site Supplemental and Concentration	0740
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Continue Dedicated Writing Focus	08/08/2018	06/07/2019	\$600.00		
			\$600.00	ACTION: Discretionary	0000
› ACTION: Continue to Support English Language Development (ELD) Program	08/08/2018	06/07/2019	\$0.00		
› ACTION: Ongoing Professional Development	08/08/2018	06/07/2019	\$3,000.00		
			\$1,500.00	ACTION: Site Supplemental and Concentration	0740
			\$1,500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Response to Intervention	08/08/2018	06/07/2019	\$500.00		
			\$500.00	ACTION: Site Supplemental and Concentration	0740
› ACTION: Differentiation for Advanced Students	08/08/2018	06/07/2019	\$200.00		
			\$200.00	ACTION: Discretionary	0000
» SUBJECT: LCAP Priority 5 - Pupil Engagement					
› GOAL: Priority 5: Student Engagement					
› LCAP GOALS:					
• Not Aligned					

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
› ACTION: Student School Attendance	08/08/2018	06/07/2019	\$500.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100
› ACTION: Positive Student Participation/Engagement	08/08/2018	06/07/2019	\$300.00		
			\$300.00	ACTION: Lottery: Unrestricted	1100
› ACTION: Promote a College-going Environment	08/08/2018	06/07/2019	\$700.00		
			\$700.00	ACTION: Site Supplemental and Concentration	0740
› ACTION: Visual and Performing Arts Opportunities	08/08/2018	06/07/2019	\$2,089.00		
			\$1,000.00	ACTION: Lottery: Unrestricted	1100
			\$789.00	ACTION: Lottery: Unrestricted	1100
			\$300.00	ACTION: Lottery: Unrestricted	1100
» SUBJECT: LCAP Priority 6 - School Climate					
› GOAL: Priority 6: Bates School Climate					
› LCAP GOALS:					
• Not Aligned					
› ACTION: Positive Actions	08/08/2018	06/07/2019	\$1,200.00		
			\$700.00	ACTION: Lottery: Unrestricted	1100
			\$500.00	ACTION: Discretionary	0000
› ACTION: Positive Student Behavior	08/08/2018	06/07/2019	\$0.00		
› ACTION: School Safety	08/08/2018	06/07/2019	\$3,551.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$2,051.00	ACTION: Site Supplemental and Concentration	0740
			\$1,500.00	ACTION: Site Supplemental and Concentration	0740
» SUBJECT: LCAP Priority 7 - Course Access					
› GOAL: Priority 7: Course Access					
› LCAP GOALS:					
• Not Aligned					
› ACTION: Instruction at Student Levels	08/08/2018	06/07/2019	\$700.00		
			\$200.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Addressing Student Needs	08/08/2018	06/07/2019	\$650.00		
			\$650.00	ACTION: Lottery: Unrestricted	1100
› ACTION: Technology	08/08/2018	06/07/2019	\$7,400.00		
			\$7,400.00	ACTION: Discretionary	0000
» SUBJECT: LCAP Priority 8 - Other Pupil Outcomes					
› GOAL: Priority 8: Other Pupil Outcomes					
› LCAP GOALS:					
• Not Aligned					
› ACTION: Necessary Assessments	08/08/2018	06/07/2019	\$0.00		
› ACTION: Regular Student Assessments	08/08/2018	06/07/2019	\$0.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
Total Annual Expenditures for Current Site Plan: \$54,990.00					

GOALS

» GOAL: PRIORITY 1: BATES WILL PROVIDE A SAFE LEARNING AND WORKING ENVIRONMENT FOR ALL.

GOAL AREA: LCAP PRIORITY 1 - BASIC SERVICES

State Priorities:

- 1 - Basic Services
- 4 - Pupil Achievement
- 2 - Implementation of State Standards
- 8 - Other Pupil Outcomes

LCAP Goal:

- Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction
- Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.

Goal Statement:

Bates Elementary will provide safe a environment where all teachers are highly qualified, the school facility is safe and in good condition, and all the basic curricular needs (textbooks, desks, etc.) for students are met.

What data did you use to form this goal (findings from data analysis)?

- ◊ Previous SARC information
- ◊ Board Approved Textbooks
- ◊ Common Core Standards
- ◊ Intervention and collaboration

What did the analysis of the data reveal that led you to this goal?

- ◊ These are basic services and tools that we are required to provide for our students each year.
- ◊ All teacher will be provided with the necessary tools to foster student learning.
- ◊ All students and staff require a safe leaning and working environment.

What process will you use to monitor and evaluate the data?

- ◊ Each teacher checks for proper curriculum for his/her classroom.
- ◊ Principal walk thoughts and observations
- ◊ Maintenance of school facility by custodian and district personnel.
- ◊ Input from students, parents, teachers and staff.
- ◊ Maintenance and Operations Director, Superintendent and Principal Walk Through

Strategy:

- ◊ In coordination with the District Office, all students at Bates will have the appropriate textbooks, materials, and technological equipment, as well as facilities necessary so that student learning occurs in a nurturing, safe, and secure environment.
- ◊ In coordination with the District office and Maintenance and Operations, Bates students and staff will have the necessary equipment and materials to satisfy the needs of their jobs in a supportive and safe environment.
- ◊ In coordination with the District Office, Bates will maintain the appropriate level of highly qualified teachers to meet the needs of the students.



ACTION:FACILITY NEEDS

Means of Achievement: Increased educational opportunity

• Task:

- ◊ Principal and Staff will work together to ensure all students have the necessary materials, supplies and technology requirements needed for instruction.
- ◊ As facility needs arise, teachers/staff will inform the custodian and/or principal.
- ◊ The custodian and/or principal will make a work order for the Maintenance and Operations department.
- ◊ Principal will keep a record of needed improvements that are requested.
- ◊ Custodians will inform Maintenance & Operations (M&O) and principal of regular facility maintenance needed.
- ◊ M&O, Superintendent and Principal will do site walk through to request improvements based on the priority.
- ◊ Principal will keep an email record of requested improvements from the Maintenance and Operations department

• Measures:

- ◊ Emails to M&O staff
- ◊ Work Orders placed online

• People Assigned:

- ◊ Teachers/Staff
- ◊ Custodian
- ◊ Principal
- ◊ M&O Staff
- ◊ District Personnel

Start Date: 08/08/2018

Completion Date: 06/07/2019

> ACTION: CURRICULAR NEEDS

Means of Achievement: [Alignment of instruction with content standards](#)

- **Task:**

- ◊ Staff will inform Principal of curricular needs to ensure all students have the proper and appropriate materials.
- ◊ Principal will ensure that all teachers and staff have all curriculum, materials, supplies and technology needed for instruction and student learning.
- ◊ Principal will notify the District Office (DO) to order any needed curriculum for students.

- **Measures:**

- ◊ Teacher - Principal communication
- ◊ Principal communication with District Office - Educational Services department

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ District Office Personnel

Start Date: 08/08/2018

Completion Date: 06/07/2019

» GOAL: PRIORITY 2: IMPLEMENTATION OF STATE STANDARDS

GOAL AREA: LCAP PRIORITY 2 - IMPLEMENTATION OF STATE STANDARDS

State Priorities:

- 2 - Implementation of State Standards

LCAP Goal:

- Not Aligned

Goal Statement:

All teachers will continue to teach Common Core State Standards and use Common Core Instructional Strategies in ELA/ELD and Math with district-provided curriculum.

What data did you use to form this goal (findings from data analysis)?

- ◊ 2015-2016 will be our second year of implementation of the Common Core State Standards for California.
- ◊ 2015-2016 was the first year of implementation of the new district adopted Math curriculum.
- ◊ 2016-2017 was first year of implementation of a English Language Art curriculum.
- ◊ 2018-2019 will be the first year of AVID implementation for grades 5 and 6.

What did the analysis of the data reveal that led you to this goal?

- ◊ Teachers have received continued training in Common Core Standards in both ELA and Math, and how it effects and changes instructional strategies.
- ◊ Teachers will continue to receive additional support/professional development in academic conversations.
- ◊ Teachers at Bates used many of these strategies during the 2014-2015 school year, fully implemented those strategies in 2015-16 and will continue in the 2018-2019 year.

What process will you use to monitor and evaluate the data?

- ◊ Staff and administration will maintain a a system of monitoring tools to gauge implementation of Common Core Standards in the classroom via verbal and electronic feedback to teachers from classroom observations done by administration.
- ◊ We will monitor student progress toward comprehension of standards through curricular, district adopted assessment and state-wide assessments.

Strategy:

- ◊ Each month, there will continue to be a specific Instructional Strategy Focus for the teachers. The focus strategy will be talked about, discussed, and examples given during the Staff Meeting at the beginning of each month. Data will be collected by the principal during the Walk Through.
- ◊ Continued development/feedback on the implementation of Common Core Standards/Teaching Methodologies throughout the year.

ACTION:PROFESSIONAL DEVELOPMENT FOR TEACHING STAFF

Means of Achievement: Staff development and professional collaboration

- **Task:**

- ◊ Teachers will utilize materials, resources and strategies from Wonders Writing and incorporate Step Up to Writing during the allotted writing period of the school day.
- ◊ Teachers will be provided professional development/training in the alignment of ELD standards across all subject areas from the site-based ELD specialist.
- ◊ Teachers will given collaboration time address the Designated and Integrated ELD instruction.
- ◊ Teachers will utilize materials, resources, and strategies from the ELD standards alignment training in all subject areas.
- ◊ Teachers will be provided training on the Next Generation Science Standards (NGSS).
- ◊ Teachers will have the opportunity to attend professional development opportunities that target specific needs (ELD, AVID, Academic Conversations, and etc.).
- ◊ Teachers will begin to provide "Professional Peer Feedback" by observing other colleagues and provide positive feedback by "Pineapple" their teaching strategies.
- ◊ Teachers will receive training and collaboration time on analyzing student data to drive instruction.
- ◊ Administrator will also attend the AVID implementation training in the summer of 2018.
- ◊ Teachers in grades 5, 6 and ELD will attend the AVID implementation training int the summer of 2018.

- **Measures:**

- ◊ Agendas/Resources from ELD and NGSS Standard alignment trainings
- ◊ Agendas/Resources from Professional Development trainings
- ◊ Agendas/Resources from AVID Meetings/Trainings/Collaboration
- ◊ AVID Summer Trainings
- ◊ AVID College Campus Tours
- ◊ Classroom Walkthroughs
- ◊ Observations
- ◊ Quarterly Professional Peer Feedback
- ◊ Pineapple Board (Quarterly)

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ ELD specialist/trainer
- ◊ AVID Trainers
- ◊ NESS/GLAD trainer
- ◊ Substitutes
- ◊ Teacher on Special Assignment (TOSA)

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Substitute Teachers	\$500.00
Site Supplemental and Concentration	AVID Collaboration Quarterly	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	College Tours for Students/Parents	\$1,000.00



ACTION: SUPPLEMENTAL / ANCILLARY MATERIALS

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**

- ◊ Teachers will continue to utilize district-supplied supplemental materials (i.e. Curriculum Associates) that help teachers and students become more familiar with Common Core standards and testing format (e.g. MAP testing).
- ◊ Teachers will continue to utilize online keyboarding programs with students to practice Common Core technology standards
- ◊ Teachers will use other district or site-funded supplemental materials for the purpose of implementing Common Core standards and enhancing instruction.
- ◊ Teachers will use the Professional Peer Feedback from their colleagues to improve teaching practices to meet the needs of the students and increase the academic conversations in class.
- ◊ Teachers will have an interactive whiteboard IPEVO in the classroom for students to have better access to technology.

- **Measures:**

- ◊ Lesson Plans
- ◊ Classroom Walkthroughs / Observations
- ◊ Student Work / Student Data
- ◊ Computer Lab and Schedule
- ◊ Free Online Keyboarding program
- ◊ Online curriculum - Imbedded support
- ◊ IPEVO Training
- ◊ Quarterly Professional Peer Feedback

- **People Assigned:**

- ◊ District Personnel (Supplemental Materials)
- ◊ Teachers / Staff
- ◊ Principal
- ◊ TOSA

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	Replace or Purchase IPEVOs	\$200.00
Site Supplemental and Concentration	Substitute Teachers for Pineapple	\$700.00

» GOAL: PRIORITY 3 - BATES PARENT INVOLVEMENT INTEGRAL PART OF STUDENT SUCCESS

GOAL AREA: LCAP PRIORITY 3 - PARENT INVOLVEMENT

State Priorities:

- 3 - Parent Involvement

LCAP Goal:

- Not Aligned

Goal Statement:

Provide a safe and comfortable environment on campus so that by June of 2018, parental involvement will have increased by over half of parents/guardians in each classroom. The school expectation is that all parents/guardians participate in at least one school event during the year (PTA, ELAC meetings, Activity Day, Parent Trainings, Coffee with the Principal, Monthly Awards/Sing-Alongs, Field Trips, AR Incentives, Movie Night, Winter Program, Band Concerts, Back-to-School Night, Open House, etc).

What data did you use to form this goal (findings from data analysis)?

- ◊ Written and implied data from teachers/staff
- ◊ Parent Feedback / Suggestions
- ◊ Sing-in from school year

What did the analysis of the data reveal that led you to this goal?

- ◊ While there is some data gathered via sign-ins at certain events, not enough data was gathered during 201 to know for certain what percentage of parents participated in at least one school event during the year.
- ◊ From the data we have indeed gathered, as well as observational data from Bates staff, we estimated about 85% of the parents participated in at least one school event.

What process will you use to monitor and evaluate the data?

- ◊ Parent Sign-Ups (with phone numbers) at Back to School Night for all calendared school events.
- ◊ Provide a list of all calendared PTA / ELAC meetings for all 2018-2019 and distribute at Back to School Night
- ◊ We will ensure parent/family sign-ins at all events in which parents participate.
- ◊ For those events where sign-ins are less practical (Sing-Along/Recognition, etc.), students will report parent/family participation to their teacher.
- ◊ Parents will be personally invited to attend the Sing-Along when their students are being recognized.
- ◊ Parent Engagement Incentive program for the parents to continue to attend meetings, academic nights, Thursday work day etc.

Strategy:

- ◊ Further develop a school culture that generates parent participation throughout the entire school year, during and after school hours, and at school events.
- ◊ Improve the school/home connection through more parent participation on site at the school.
- ◊ Provide each parent with a ticket at every school event for an incentive drawing at the end of the school year.



ACTION: COMMUNICATION WITH PARENTS

Means of Achievement: [Involvement of staff, parents and community](#)

- **Task:**

- ◊ Monthly communication with parents will be communicated through the school-issued bulletin - in English and Spanish.
- ◊ Provide parents with a copy of the monthly calendar of events on a monthly basis for the 2018-2019 school year.
- ◊ Most communication from class/school will be sent home in the Wednesday Messenger folder.
- ◊ Site-controlled Facebook page will be maintained for purposes of announcements and information for Bates families.
- ◊ All parent information sent home will be translated for parents/families.
- ◊ Teachers will be making positive calls to students on a weekly basis.
- ◊ Meetings with non-English speaking parents will provide translator/interpreter.
- ◊ Phone messages/reminders will be sent home as necessary.
- ◊ Progress reports will be mailed home for struggling students in each quarter/Report Cards each quarter for all students.
- ◊ Teachers will hold Parent/Student conferences, with translation/interpretation as needed.
- ◊ Parents will be invited to participate in Student Success Team (SST) meetings for their student.
- ◊ Upcoming events will be noted on the school electronic marquee.
- ◊ Parents will be given a parent-student handbook at the beginning of the school year in English or Spanish.
- ◊ Teachers' school phone numbers and email addresses will be made available to parents.
- ◊ No school events will be scheduled on PTA & ELAC meetings to ensure greater participation in those meetings.
- ◊ Principal will attend Courtland Town Association meetings to share information about the school with parents/community members.

- **Measures:**

- ◊ Monthly Newsletters
- ◊ Monthly Calendar of Events
- ◊ Quarterly Positive Call - Contract Log
- ◊ Facebook Calendar of posts
- ◊ Phone Dialer logs
- ◊ Sign-Ins from Parent/Teacher Conferences
- ◊ Progress Reports
- ◊ Report Cards
- ◊ SST copies

- **People Assigned:**

- ◊ Principal
- ◊ Secretary
- ◊ Teachers/Staff
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Child Care Services	\$500.00
Discretionary	Child Care Services	\$500.00

ACTION:PARENT TRAININGS

Means of Achievement: [Involvement of staff, parents and community](#)

- **Task:**

- ◊ Parent trainings to helping their children to be successful at school will be scheduled in the evenings and invitations/reminders will be sent home.
- ◊ Schedule four STEM Family Academic Nights for the 2018-2019 school year.
- ◊ The STEM Family A will provide valuable information regarding expectations, grade level standards, ideas on how parents can help their students with their school work and on Science Technology Engineering & Mathematics (STEM).
 - A 3D printer will be purchased to have more family members engaged in the STEM Family Nights.
- ◊ ELAC parent will be selected to attend CABE conference and report back to other parents at ELAC/DELAC meetings.
- ◊ Teachers/staff will be given the opportunity to attend CABE conference.
- ◊ Parents will receive advice and/or materials/resources to assist students in schoolwork and homework.
- ◊ Parents will also receive advice and guidance on A-G requirements and college awareness information.
- ◊ Food/Snacks will be provided for parents attending the trainings.
- ◊ Child Care will be provided for the parent meetings/trainings.

- **Measures:**

- ◊ Agendas of Parent Academic Nights
- ◊ Sign-In Sheets
- ◊ Parent Feedback Forms
- ◊ CABE Conference Agendas

- **People Assigned:**

- ◊ Principal
- ◊ Teachers/Staff
- ◊ Counselor
- ◊ Parents
- ◊ Guest Presenters

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Food/Snacks/Supplies for Parent Trainings	\$400.00
Lottery: Unrestricted	Translation Services	\$500.00
Discretionary	Translation Services	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	CABE Registration	\$2,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	STEM Family Night Curriculum & Supplies	\$1,000.00

> ACTION:THURSDAY WORK DAY

Means of Achievement: [Involvement of staff, parents and community](#)

- **Task:**

- ◊ Thursdays will be designated as Parent Work Days to help teachers prepare for their lessons.
- ◊ Monthly Newsletters from Principal will include reminders of Parent Thursday Work Days.
- ◊ PTA & ELAC meetings will include reminders of Parent Thursday Work Days.
- ◊ Coffee with the Principal will also remind parents of the Thursday Work Days and to continue the ongoing communication with parents and principal.
- ◊ Parental involvement on Parent Work Day to increase over 2018-2019 school year participation.
- ◊ Goal is to have two - three volunteers each Thursday when parents are not working.

- **Measures:**

- ◊ Sign-In Sheets
- ◊ Coffee with the principal agendas/sign-in sheets
- ◊ Work Completed in the Tub

- **People Assigned:**

- ◊ PTA & ELAC Parents
- ◊ Teachers
- ◊ Principal

Start Date: [08/08/2018](#)

Completion Date: [06/07/2019](#)

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Food/Snacks/Supplies for Parent Meetings	\$500.00

> ACTION:ELAC RESPONSIBILITIES

Means of Achievement: Monitoring program implementation and results

- **Task:**

- ◊ ELAC will put on the agenda a discussion of Bates parents' needs to ensure their children succeed.
- ◊ The parent needs will develop as the ELAC goals for the 2018-2019 school year.
- ◊ ELAC parents will select the topics they are interested in learning about for the 2018-2019 school year.
- ◊ Advise School Site Council (SSC) on the school's program, goals, and objectives for EL programs/services.
- ◊ Advise the principal and staff on the school's program for English Learners.
- ◊ Assist in the development of the school's needs assessment by conducting a district-wide needs assessment on a school-by-school basis.
- ◊ Provide and discuss the DELAC's summary of all schools' surveys.
- ◊ Advise the school on practices to make parents/guardians aware of the importance of regular school attendance.
- ◊ Elect at least one member to the DELAC.
- ◊ Provide training/materials, planned in full consultation with committee members, appropriate to assist members in carrying out their legal advisory responsibilities.
- ◊ Select a ELAC parent to attend the CABE confence (regional or state).
- ◊ Provide training on the District's Uniform Complaint Procedures, including Williams requirements.

- **Measures:**

- ◊ DELAC Agendas
- ◊ ELAC Agendas
- ◊ Sign-Ins
- ◊ CABE Agendas/registration
- ◊ Parent Survey (on topics)

- **People Assigned:**

- ◊ ELAC Advisor (ELD teacher)
- ◊ Principal
- ◊ ELAC Parents

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	CABE Registration	\$1,500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Child Care	\$600.00



GOAL: PRIORITY 4: BATES STUDENT ACHIEVEMENT

GOAL AREA: LCAP PRIORITY 4 - PUPIL ACHIEVEMENT

State Priorities:

- 4 - Pupil Achievement

LCAP Goal:

- Not Aligned

Goal Statement:

Previous goals had set the goal of percentage of students at a Proficient or Advanced level at seventy-five percent (75%) in English Language Arts (ELA), and Mathematics. Because testing in 2013-2014, was a "test run" of the new Common Core SBAC assessment, there was no data to use for goal-setting in 2014-2015.

This 2015-2016 SBAC data is available for both ELA and for Math. The ELA overall who scored "Standard Exceeded" was 14%, "Standard Met" was 20%, "Standard Nearly Met" was 29% and "Standard Not Met" 37%. This 2016-2017 SBAC data is available for both ELA and for Math. The ELA overall who scored "Standard Exceeded" was 13.79%, "Standard Met" was 24.14%, "Standard Nearly Met" was 25.29% and "Standard Not Met" 36.78%. The ELA goal for this school year is to have students be at Exceeded Standard or/and Met Standard at a seventy-five percent (75%) in this area.

This 2015-2016 Math Overall who scored "Standard Exceeded" was 10%, "Standard Met" was 17%, "Standard Nearly Met" was 45% and "Standard Not Met" 27%.

This 2016-2017 Math Overall who scored "Standard Exceeded" was 8.05%, "Standard Met" was 17.24%, "Standard Nearly Met" was 37.93% and "Standard Not Met" 36.78%.

The goal for Math is to have students be at Exceeded Standard or/abd Met Standard at a seventy percent (70%).

Our state testing for 5th Grade Science is now part of the CAASPP system, but remains in the format of the former CST tests. The goal for percentage of students scoring Proficient/Advanced for the test administered in the Spring of 2017 is an increase of 25%.

English Learner students scoring Early Advanced/Advanced on the CELDT test will increase from 39% in 2016 to 49% in 2017 to 53% in the 2018. However, this year we will focus on the new ELPAC scores and stablish goals based on 2017-2018 scores.

In 2016-2017, ten percentage (10%) of all English Learners were Reclassified RFEP and the 2017-2018 is a transitional year from CELDT testing to ELPAC tests. We anticipate less opportunities for students to be reclassified RFEP. In 2017-2018, the district will be researching and exploring other assessments so more English Learners can be Reclassified RFEP.

In 2014-2015, sixty-nine (69%) of 5th grade students met the Healthy Fitness Zone target in 4 out of 6 areas, with "Flexibility" and "Body Composition" being the areas our students struggled with the most. In 2017-2018, the goal is for one hundred percent (100%) of 5th grade students to meet the Healthy Fitness Zone in 4 out of 6 Physical Fitness Zones.

What data did you use to form this goal (findings from data analysis)?

- ◊ SBAC Results will be used for the first time to create goals for 2017-2018
- ◊ STAR Science Results
- ◊ ELPAC Results
- ◊ Reclassification Data
- ◊ MAP Scores for Grades 2-6
- ◊ STAR Early Literacy for Grades K-3
- ◊ STAR Physical Fitness Results

What did the analysis of the data reveal that led you to this goal?

- ◊ Because of the new testing format, we have no previous SBAC data.
- ◊ In 2013-2014, the percentage of students scoring Early Advanced/Advanced on the CELDT test was 37%.
- ◊ In 2014-2015, the percentage of students scoring Early Advanced/Advanced on the CELDT test was 36%
- ◊ in 2015-2016, the percentage of students scoring Early Advanced/Advanced on the CELDT test was 33%,
- ◊ In 2016-2017, there was a high percentage of students scoring Early Advanced/Advanced on the CELDT test was 39%.
- ◊ In 2017-2018, there was a new exam (ELPAC) that replaced the CELDT.
- ◊ Results from the 2014 STAR Physical Fitness revealed 69% of our 5th grade students met the Healthy Fitness Zone in 4 out of 6 Physical Fitness Zones.
- ◊ Results from the 2015-2016 CAASPP Science Assessment revealed 52% of our 5th grade students scored Proficient/Advanced.
- ◊ The Results from the 2017-2018 CAASPP Science Second Year Pilot Assessment will become available during the summer of 2017.

What process will you use to monitor and evaluate the data?

- ◊ Data results from 2017-2018 SBAC ELA and Math will be discussed and examined by staff in beginning of 2018-2019 school year.
- ◊ Data results from 2017-2018 CAASPP Science will be discussed and examined by 4th and 5th grade staff when results become available in the 2018-2019 school year.
- ◊ Data results from the 2017-2018 CAASPP Physical Fitness will be discussed and examined by staff when results become available in the 2018-2019.
- ◊ Staff Members will be involved in the goal-setting process for State Assessments during the 2018-2019 school year.

Strategy:

- ◊ Continue to set high academic individual goals for each student.
- ◊ Have Parent/School meetings (IEP, SST) meetings to discuss supporting student success.
- ◊ Provide additional differentiated and targeted instruction (RTI) for struggling students.
- ◊ Staff Training on new standards, testing formats and strategies.

> ACTION:IMPLEMENT ELA/MATH PROGRAMS WITH INTENSITY AND FIDELITY

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Teachers trained in Common Core ELA and Math implement the recommended teaching and testing strategies.
- ◊ Teachers adhere to school-wide ELA/Math curriculum minutes.
- ◊ Teachers will administer the SBAC Interim Benchmark Assessments at least twice a year.
- ◊ Implementation of supplemental ELA standards-based materials that compliment Common Core standards.
- ◊ All teachers will have a specific teaching focus on the student subgroups needing the most help (Hispanic/English Learners).
- ◊ Teachers will continue to use and follow the pacing guides for ELA and they will begin the development for the pacing guides for math.
- ◊ Employ part-time Bilingual Instructional Assistant to work primarily with English Learner students in grades K-1.
- ◊ Teachers will administer and analyze the STAR Early Literacy Assessment data to keep track of students' progress in grades K-3.
- ◊ Teachers collaborate with After-School Program staff to provide additional ELA/Math resources/help for target students.
- ◊ Teachers work and collaborate with California Mini-Corps students from Sacramento State University to provide additional support to Migrant Education students.
- ◊ Teachers will plan and collaborate in grade clusters and we will have roving subs to cover the classes.

- **Measures:**

- ◊ Teachers have Data/Test Chats with all of their students
- ◊ Visible classroom examples of implementation of Common Core standards
- ◊ Teacher Weekly Lesson Plans
- ◊ Principal Walk-Through Observations/Formal Observations
- ◊ ELA / Math Curricular Assessments
- ◊ SBAC Interim Benchmarks
- ◊ STAR Early Literacy Assessment from RenLearn

Professional Peer Feedback

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ Substitute Teachers

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	School Materials/Leases	\$1,700.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Bilingual Aides	\$12,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	School Materials/Leases	\$2,000.00
Discretionary	RISO Replacement/Upgrade	\$2,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Substitutes for Planning & Collaboration	\$1,000.00

> ACTION: ONGOING ASSESSMENT AND MONITORING SYSTEM

Means of Achievement: [Monitoring program implementation and results](#)

- **Task:**

- ◊ Staff will review ELPAC, SBAC ELA, Math & Science and Physical Fitness Results.
- ◊ Administer entry level assessments for Kinder students (STAR Early Lit., Common Core Math Assessment and ELPAC).
- ◊ Implement regular curricular monitoring assessments (Math Unit/Chapter Tests, ELA Unit Tests, Fluency Tests, RenLearn Assessments).
- ◊ Provide teachers the opportunity to attend conferences that support student achievement.
- ◊ Administer MAP Assessments and use data to drive instruction.
- ◊ Follow district calendar for administration, collection, and analysis of monitoring assessments.
- ◊ Set up electronic data collection and recording for each teacher (Academic Conferencing after 1st and 3rd quarters).
- ◊ Teachers utilize District-provided SBAC practice materials.
- ◊ Celebrate student success on SBAC and ELPAC testing with Medals Ceremonies.

- **Measures:**

- ◊ Clear teacher documentation of monitoring of assessments.
- ◊ Calendar of assessment administration and data analysis.
- ◊ Assessment data shared by teachers with administration.
- ◊ Data reports disaggregated by subgroups.

- **People Assigned:**

- ◊ Principal
- ◊ Teachers/Staff
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Medals for Student Achievement	\$500.00
Site Supplemental and Concentration	Cost of Substitute Teachers - Conferences	\$1,500.00

ACTION: GRADE LEVEL/SCHOOL WIDE COLLABORATION

Means of Achievement: Staff development and professional collaboration

- Task:**

- ◊ Calendar one collaboration meeting per month to focus on Common Core instructional strategies, assessment data analysis, and/or lesson planning.
- ◊ Identify school site leaders in specialized areas (GLAD, AR, Technology, SDAIE, AVID) and utilize their input for staff collaboration.
- ◊ Use a data recording tool for site collaboration meetings.
- ◊ Teachers share specific input/feedback on how to improve teaching strategies and student performance.
- ◊ Principal, RTI staff, and rotating teachers will meet a minimum of once (1x) each month to collaborate on progress of students receiving intervention services.

- Measures:**

- ◊ Collaboration agendas/minutes
- ◊ Short-term objectives achieved (target objectives identified in collaboration meeting)
- ◊ Modifications to lesson plans/teaching strategies
- ◊ Students below benchmark identified and provided additional support
- ◊ Data analysis of significant grade-level and school-wide subgroups in SBAC Interim Benchmarks, District Assessments, and curricular assessments

- People Assigned:**

- ◊ Principal
- ◊ Teacher/Staff
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	Sub Teachers	\$1,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Sub Teachers	\$1,000.00



ACTION:CONTINUE DEDICATED WRITING FOCUS

Means of Achievement: [Improvement of instruction strategies and materials](#)

- **Task:**

- ◊ Provide dedicated writing period for students in grades K-6 (attempt extended writing period 3x/week for 50 minutes each vs. 5x/week for 30 minutes each).
- ◊ Provide staff with opportunities to collaborate and share student successes with Wonder curriculum/Step Up to Writing.
- ◊ Implement writing strategies learned in training.
- ◊ Continue with the implementation of the academic conversations in every classroom.
- ◊ Conduct three (3) school-wide writing assessments, using District-provided writing prompt as assessment tool.
- ◊ Invite author of children's books to visit Bates and talk about benefits of reading/writing
- ◊ Student Authors Writing Contests (poem, short story, etc.)

- **Measures:**

- ◊ School schedule
- ◊ Agendas for writing curriculum training
- ◊ Classroom walkthroughs/observations
- ◊ Writing assessment results
- ◊ Writing Rubrics

- **People Assigned:**

- ◊ Principal
- ◊ Teachers/Staff
- ◊ Counselor

Start Date: [08/08/2018](#)

Completion Date: [06/07/2019](#)

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Author Day Expenses (including snacks/lunch)	\$600.00



ACTION:CONTINUE TO SUPPORT ENGLISH LANGUAGE DEVELOPMENT (ELD) PROGRAM

Means of Achievement: [Monitoring program implementation and results](#)

- **Task:**

- ◊ Dedicate a teacher (bilingual, if possible) to head the English Language Development (ELD) Program.
- ◊ Provide ELD and dedicate thirty (30) minutes daily to the ELD program.
- ◊ Continue the ongoing training for staff in SDAIE teaching strategies for English Learners.
- ◊ Continue to train staff in new Common Core ELD standards/correlation to ELA.
- ◊ Provide grade-level parent training in school success with focus on Hispanic/English Learner needs.
- ◊ Have a "Student Success Booth" at Back-to-School Night, to give information to parents about how to help with student success, with an emphasis on the importance of homework monitoring.
- ◊ Celebrate student success on ELPAC testing with medals.

- **Measures:**

- ◊ ELD schedule/classes developed by ELD teacher
- ◊ ELD embedded curriculum
- ◊ Agenda for staff training in SDAIE strategies
- ◊ Agendas/Sign-ins for parent trainings
- ◊ ELPAC test scores
- ◊ Classroom walkthroughs/observations

- **People Assigned:**

- ◊ Principal
- ◊ ELD Teacher
- ◊ Teachers/Staff
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019



ACTION: ONGOING PROFESSIONAL DEVELOPMENT

Means of Achievement: Staff development and professional collaboration

- **Task:**

- ◊ Teachers will receive professional development on academic conversations.
- ◊ Teachers will receive staff development from district in Schoolloop (website, student/parent portal, etc.).
- ◊ Teachers will attend site-provided, district-provided and/or county-provided staff development in areas including ELA, Math, ELD, Common Core Standards, etc.
- ◊ Teachers will be given release time to develop lessons and/or collaborate with other teachers. Teachers will be allowed to visit a teacher/s in this district (or another district) to view high-quality Common Core instruction with similar curriculum and will share with staff what they observed.

• **Measures:**

- ◊ Classroom observations
- ◊ Curriculum assessments
- ◊ Workshop agendas/evaluations
- ◊ Release time for teachers
- ◊ Sharing of observations with other staff at collaboration/staff meetings

• **People Assigned:**

- ◊ Principal
- ◊ Teachers/Staff
- ◊ Trainers

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	Substitute Teachers for Peer Observations	\$1,500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Sub Teachers for Professional Development	\$1,500.00

> **ACTION:RESPONSE TO INTERVENTION**

Means of Achievement: **Increased educational opportunity**

• **Task:**

- ◊ Continue process for identifying students qualifying for Tier 2 and Tier 3 (pull-out) intervention services for ELA.
- ◊ Identify staff to provide Tier 2 and Tier 3 intervention services.
- ◊ Implement supplemental materials purchased in 2014-2015 (SIPPS, 3rd edition, Read Naturally - Read Live).
- ◊ Create plan for providing Math intervention services to students that includes the help of the After-School Program.
- ◊ Implement a "Math Fact Practice Club" in After-School Program that tracks progress and rewards achievements.
- ◊ Principal, RTI team, and rotating teachers meet monthly to discuss student progress and needs in RTI.

• **Measures:**

- ◊ Students receiving RTI services show growth in Pre/Post tests of RTI curriculum.
- ◊ Students receiving RTI services show growth in STAR Early Literacy (1+ year's growth) and/or growth in STAR Reading
- ◊ Supplemental materials used regularly
- ◊ Teachers/Instructional aides trained in intervention programs

- **People Assigned:**

- ◊ Principal
- ◊ Resource Teacher
- ◊ ELD/RTI Teacher
- ◊ Teachers
- ◊ Instructional aides

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	Intervention Programs, curriculum, and or sub teachers	\$500.00

> ACTION: DIFFERENTIATION FOR ADVANCED STUDENTS

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ Identify Advanced students in ELA/Math through MAP testing/SBAC Interim benchmarks, GATE testing, and Curricular assessments.
- ◊ Monthly STAR Early Lit Assessments for grades K-2 and every other month for grade 3.
- ◊ Using the adopted curriculum, provide Advanced students with challenging activities and opportunities.
- ◊ Purchase/obtain additional curricular resources, as necessary/requested.
- ◊ Provide access to Academic Talent Search testing/information.

- **Measures:**

- ◊ MAP testing/SBAC Interim benchmark assessments, GATE Testing, Curricular assessments
- ◊ STAR Early Lit
- ◊ Lesson Plans
- ◊ Student work
- ◊ Classroom walkthroughs/observations

- **People Assigned:**

- ◊ Principal
- ◊ Teachers
- ◊ Instructional Aide(s)
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Supplemental Materials	\$200.00



GOAL: PRIORITY 5: STUDENT ENGAGEMENT

GOAL AREA: LCAP PRIORITY 5 - PUPIL ENGAGEMENT

State Priorities:

- 5 - Pupil Engagement

LCAP Goal:

- Not Aligned

Goal Statement:

Bates Elementary will maintain an engaging, well-attended, and college-minded environment for students. Students will have opportunities to serve as student leaders, to learn about and plan for college, and participate in arts-related activities.

What data did you use to form this goal (findings from data analysis)?

- ◊ Student attendance data from Aeries Student Data Management System.
- ◊ Student participation and enthusiasm for College Week activities.
- ◊ Student reaction to B Street Theater performances.
- ◊ Student participation in Band.
- ◊ Students participation in the Leadership Academies
- ◊ Students will participate in the perfect attendance assemblies/incentives.

What did the analysis of the data reveal that led you to this goal?

- ◊ Student attendance for the 2016-2017 school year was 97%, which is slightly lower than the desired goal of 97.5%.
- ◊ Student attendance for 2017-2018 school year was slightly higher than 97.5%.
- ◊ Students enjoy working as student leaders in Student Council.
- ◊ Student Council members have provided positive feedback after each monthly Leadership Academy.
- ◊ Students thoroughly enjoy each B Street Theater School Tour presentation.
- ◊ Students in grades 4-6 like the option of participation in band.
- ◊ Students in grades 5-6 like the option to participate in our peer mediation program.

What process will you use to monitor and evaluate the data?

- ◊ Attendance Data on regular basis (monthly).
- ◊ Student participation in Student Council.
- ◊ Attendance to the monthly Leadership Academies
- ◊ Invoices with B Street Theater and student feedback.
- ◊ Student participation and feedback from College Week activities.

Strategy:

- ◊ Through use of positive reinforcements, students and families desire to come to school more frequently.
- ◊ Trophies/extra recess issued to class with best attendance in the previous month.
- ◊ Establish communication with students who have chronic absenteeism or tardies to find solutions to issues so that attendance improves.
- ◊ Continue with established pattern of B Street Theater School Tour performances and College Week activities.
- ◊ Have students who have perfect attendance participate in the quarterly perfect attendance assembly and earn an incentive.
- ◊ Students with perfect attendance at the end of the school year will receive a perfect attendance medal.



ACTION:STUDENT SCHOOL ATTENDANCE

Means of Achievement: Increased educational opportunity

• Task:

- ◊ School will have a goal of 97.5% overall attendance.
- ◊ Quarterly perfect attendance recognition/incentives.
- ◊ Students who have perfect attendance each semester will receive recognition/award.
- ◊ Students in grades K-6 with perfect attendance will receive a medal at the last sing-along of year.
- ◊ Students in grades K-6 with the best attendance will earn a trophy at the end of the school year.
- ◊ Teachers will encourage superior attendance and recognize it in their classrooms.
- ◊ Parents/Guardians of students with chronic absenteeism will receive letters from the school and have a meeting with administration/counselor.
- ◊ Student Council will promote school attendance at Sing-Alongs.

• Measures:

- ◊ Student recognitions/awards for perfect attendance
- ◊ Placement of trophies in classrooms
- ◊ Individual Perfect Attendance Medals
- ◊ Attendance data from Aeries
- ◊ Copies of chronic absenteeism letters/notes from parent meetings

- **People Assigned:**

- ◊ Principal
- ◊ Secretary
- ◊ Student Council Advisor(s)
- ◊ Teachers/Staff
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Recognitions for Attendance	\$500.00

ACTION: POSITIVE STUDENT PARTICIPATION/ENGAGEMENT

Means of Achievement: Auxiliary services for students and parents

- **Task:**

- ◊ Students will elect peers to be the school leaders in grades 4-6 for Student Council positions.
- ◊ Student Council will provide a positive environment by planning events, such as Spirit Week, and making signs and announcements encouraging positive actions and participation in school events.
- ◊ Student council members will attend a monthly leadership academies after school to learn or improve students' leadership skills.
- ◊ Each classroom teacher will select at least one Student of the Month, recognizing a trait that has been studied in the recent Positive Action Unit.
- ◊ Sing-Along/Student recognition will occur at the end of each month.
- ◊ Student council members will participate in a Leadership academy at the beginning of the school year.
- ◊ Students in grades 4-6 will have access to Intramural sports (i.e. football, basketball, volleyball, and soccer), through the After-School Program.
- ◊ Each class will go on at least one field trip each school year (sponsored by PTA).

- **Measures:**

- ◊ Student Council elections
- ◊ Student Recognition at Sing-Along
- ◊ Participation in Intramural sports
- ◊ Field Trip participation
- ◊ Leadership Academy participation log/agendas & evaluations

- **People Assigned:**

- ◊ Principal
- ◊ Student Council Advisor(s)
- ◊ Teachers/Staff
- ◊ PTA Parents
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Student Council Materials/Expenses	\$300.00

> ACTION: PROMOTE A COLLEGE-GOING ENVIRONMENT

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ Prepare students in grades K-6 to understand what college is and prepare for college readiness by engaging in class discussions throughout the year and in the culminating College Week in May.
- ◊ Address socio cultural awareness through classroom presentations, parent presentations and college visitations.
- ◊ Prepare students in grades K-6 to participate in College Week activities, which include Delta High Seniors Presentation, "Touch a College" presentation, graders 5-6 field trip to UC Davis or Sacramento State University etc.
- ◊ The counselor will meet with the 6 grade students to work on the 6 year plans to get ready for high school.
- ◊ The implementation of AVID program in grades 5-6 where students can learn and implement the strategies to be better prepared for college going.
- ◊ If available, provide Reservation for College materials to teachers early in the year, so lessons can be taught throughout the year.
- ◊ Provide parent presentations in the evenings to motivate parents and educate them on College going.

- **Measures:**

- ◊ Parent Sign-in sheets to the College presentations
- ◊ Students will pledge to go to college during college week
- ◊ Student attendance/participation during college week
- ◊ College presenters will be invited to bring college information to parent meetings

- **People Assigned:**

- ◊ Principal
- ◊ Teachers/Staff
- ◊ Community Volunteers
- ◊ Counselor
- ◊ Delta High School Seniors
- ◊ Guest Speakers

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	Transportation to College Campus	\$700.00



ACTION: VISUAL AND PERFORMING ARTS OPPORTUNITIES

Means of Achievement: [Increased educational opportunity](#)

- **Task:**

- ◊ School will schedule B Street Theater School Tour for Fall and Spring Performances.
- ◊ School will allow opportunities for students to write and submit their own plays or skits.
- ◊ Students in grades 4-6 will be allowed opportunities to play in the school band.
- ◊ School band will plan and perform a Band Concert during the school year.
- ◊ School will purchase/borrow needed Band instruments.
- ◊ Students in grades 4-5 will have the opportunity to perform a play towards the end of the school year.

- **Measures:**

- ◊ Performance dates for B Street Theater School Tour
- ◊ Inventory of Band instruments
- ◊ Band Practice schedules
- ◊ Band Concert dates
- ◊ Play Performance date

- **People Assigned:**

- ◊ Principal
- ◊ Band Teacher
- ◊ Teachers/Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	B Street Theatre School Tour	\$1,000.00
Lottery: Unrestricted	Repair/Refurbish Band Instruments & Supplies	\$789.00
Lottery: Unrestricted	Play Materials & Supplies	\$300.00



GOAL: PRIORITY 6: BATES SCHOOL CLIMATE

GOAL AREA: LCAP PRIORITY 6 - SCHOOL CLIMATE

State Priorities:

- Not Aligned

LCAP Goal:

- Not Aligned

Goal Statement:

Bates Elementary will continue to provide and maintain a positive and safe school for all students.

What data did you use to form this goal (findings from data analysis)?

- ◊ Suspension/Expulsion rates - The suspension rate for Bates (total # of days of suspension/total number of students) was about 12% for 2014-2015 school year, a 9% for the 2015-2016, 6% for the 2016-2017 and less than 5% for the 2017-2018 .
- ◊ Discipline Referrals - the number of classroom/cafeteria/bus referrals were 73 in the 2017-2018 school year.

What did the analysis of the data reveal that led you to this goal?

- ◊ Discipline Referrals have decreased with the increase in counseling services from school counselor, district social worker, and Rio Vista Care.

What process will you use to monitor and evaluate the data?

- ◊ Discipline Referral data
- ◊ Data from school counselor
- ◊ Informal/Formal observations of classroom/playground behaviors

Strategy:

- ◊ Continue with Positive Action curriculum and school-wide reinforcements.
- ◊ Continue with support services with school counselor (ind. and group sessions).
- ◊ Provide appropriate supervision during recess/lunch times.

> ACTION: POSITIVE ACTIONS

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ Teachers will teach lessons from the district-adopted curriculum, Positive Action, that helps students understand their thought process in making decisions and how to make good decisions or positive actions.
- ◊ Bates will have at least one (1) assembly during the year that promotes good decision-making, positive actions, anti-bullying, etc.
- ◊ Bates will have Sing-Along assemblies/Student Recognition at the completion of each month.
- ◊ During the Sing-Alongs, students will continue to be recognized for positive character traits displayed at the school and students receive recognition, via prizes, for having been "caught" doing a good thing(s).

- **Measures:**

- ◊ Student Awards/Recognition
- ◊ Lesson Plans
- ◊ Anti-bullying Assembly
- ◊ ICU Prizes during the sing-along

- **People Assigned:**

- ◊ Principal
- ◊ Teachers/Staff
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Rewards/Recognitions/Prizes	\$700.00
Discretionary	Anti-bullying Assemblies	\$500.00

> ACTION: POSITIVE STUDENT BEHAVIOR

Means of Achievement: Auxiliary services for students and parents

- **Task:**

As is possible when sharing a counselor with another elementary school,

- ◊ 5th-6th grade students will be trained in Peer Mediation through the school counselor to help mediate conflicts that may occur between students.
- ◊ A schedule of Peer Mediators will be developed, announced each day, and posted around school.
- ◊ The total number of discipline referrals will decrease from the previous year and the suspension rate will be 5% or less of the student body (ex: for 200 students, no more than 10 days of at-home suspensions)
- ◊ School counselor will provide bullying prevention lessons to classes as requested by teachers or administrator.
- ◊ School counselor will provide counseling services to individuals or small groups, with a focus on decision-making, understanding one's own feelings, and the feelings of others, anger management, and social appropriateness.

- **Measures:**

- ◊ Peer Mediator schedule
- ◊ Student discipline data from Aeries
- ◊ Counseling schedule/calendar
- ◊ Classroom Presentations
- ◊ Bullying Prevention Presentations

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ School Counselor
- ◊ Principal
- ◊ Sacramento County Sheriffs

Start Date: 08/08/2018

Completion Date: 06/07/2019



ACTION:SCHOOL SAFETY

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**

- ◊ Staff will provide a before-school supervisor for the students who arrive on the "early bus".
- ◊ Staff will provide at least two (2) yard supervisors during the before-school recess and at the first recess.
- ◊ Staff will provide supervision during the lunch recess.
- ◊ Staff will provide a bus monitor immediately after school.
- ◊ Administration and Staff will work with the district to create a comprehensive site safety plan.
- ◊ Administration and Staff will implement the Catapult EMS and receive appropriate training.
- ◊ Administration will work with district Maintenance and Operations staff to repair/fix any unsafe conditions on school site.

• **Measures:**

- ◊ Yard Supervision assignments
- ◊ Completion of comprehensive site safety plan
- ◊ Repair of unsafe conditions
- ◊ Implementation on Catapult EMS

• **People Assigned:**

- ◊ Principal
- ◊ Teacher/Staff
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration	Yard Duty Supervision	\$2,051.00
Site Supplemental and Concentration	Catapult EMS	\$1,500.00



GOAL: PRIORITY 7: COURSE ACCESS

GOAL AREA: LCAP PRIORITY 7 - COURSE ACCESS

State Priorities:

- 7 - Course Access

LCAP Goal:

- Not Aligned

Goal Statement:

Students will have access to the differentiation of instruction that meets their needs. This instruction will be both for students who struggle accessing the core standards and for those who excel with the standards. Additionally, students will have access to the necessary technology to meet Common Core standards and to prepare them for middle school and beyond.

What data did you use to form this goal (findings from data analysis)?

- ◊ Students needing Response to Intervention (RTI) help
- ◊ Students qualifying for GATE

What did the analysis of the data reveal that led you to this goal?

- ◊ Bates has students who struggle, do well, and excel - and all of them need to be challenged at their levels.
- ◊ Using and becoming proficient with technology prepares students for later education and allows for advanced differentiation.

What process will you use to monitor and evaluate the data?

- ◊ Assessment data of students in RTI
- ◊ Number of students qualifying for GATE
- ◊ Classroom/district assessment data
- ◊ Needs analysis of technology

Strategy:

- ◊ All students will have access to core grade-level curriculum and technology.
- ◊ All students will have access to differentiated curriculum to meet their academic needs.

> ACTION:INSTRUCTION AT STUDENT LEVELS

Means of Achievement: Alignment of instruction with content standards

• Task:

- ◊ Students will receive instruction at their level of need during ELA/Math Universal Access (UA) time.
- ◊ SIPPS 3rd Edition and Read Live (Read Naturally - online version) have been purchased as RTI materials for 2017-2018.
- ◊ SIPPS Training for a teachers/staff who need the training.
- ◊ Students who need help beyond class time will receive instruction using materials such as Lexia, Language!, SIPPS, and Read Naturally with the purpose of trying to access the core standards.
- ◊ Students who regularly exceed the core standards and/or qualify for GATE will be given challenging activities and opportunities to extend their learning.

• Measures:

- ◊ RenLearn Assessments (STAR Early Lit, STAR Reading, STAR Math)
- ◊ Lexia Assessments
- ◊ SIPPS, 3rd Edition.
- ◊ Curricular and SBAC interim benchmark assessments
- ◊ GATE testing results
- ◊ RTI curricular assessments
- ◊ Classroom walkthroughs/observations

• People Assigned:

- ◊ Principal
- ◊ ELD/RTI teacher
- ◊ RSP teacher
- ◊ Teachers/Staff
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Subs for SIPPS Training	\$200.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	SIPPS Training	\$500.00

ACTION: ADDRESSING STUDENT NEEDS

Means of Achievement: **Increased educational opportunity**

- **Task:**
 - ◊ Student academic needs will be discussed at Academic Conferences/Collaboration Meetings.
 - ◊ School will meet with parents of students with significant academic/behavioral/other needs in an SST.
 - ◊ Teachers and staff will work together to come up with ways to help students in their areas of need (i.e. push-in help, pull-out help, Mini-Corps tutors, After school program support, etc.).
 - ◊ RTI/ELD and RSP teacher will form committee with principal and rotating teachers to meet monthly to discuss progress/needs of students receiving interventions during the school day and beyond.

- **Measures:**
 - ◊ Meeting notes from Academic Conferences
 - ◊ Meeting notes from RTI Monthly Meetings
 - ◊ Meeting notes from SSTs Meetings
 - ◊ Staffing considerations for students needing extra help

- **People Assigned:**
 - ◊ Principal
 - ◊ Teachers/Staff
 - ◊ Counselor
 - ◊ ELD/RTI Teacher
 - ◊ RSP Teacher

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Food/Snacks for Academic Conference/Collaboration Meetings	\$650.00

ACTION: TECHNOLOGY

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**

- ◊ The new and upgraded 25 station computer lab will be maintained as needed.
- ◊ A computer lab schedule will be created to give students and teachers an additional consistent access.
- ◊ Technology issues will be communicated to principal/Data Path and weekly visits from Data Path technician.
- ◊ Chromebook carts with classroom set of chromebooks are available for teachers to check out daily and use in the classroom.
- ◊ Each classroom will have at least 2 working computers.
- ◊ Each classroom will have an IPEVO in the classroom to make any whiteboard interactive and available for students.
- ◊ Students will have access to three set of Chromebooks to work in the classroom (One Chromebook was purchased by the after school program a few years ago).
- ◊ Each classroom teacher will have one (1) working laptop computer.
- ◊ Computers with minor repair needs will be taken to Core Care for repair.
- ◊ Teachers will receive a beginning-of-year troubleshooting training for site technology, provided by Data Path.
- ◊ Students will have access to free keyboarding and word processing programs.
- ◊ Students will have continued access to computer/internet based instructional programs (i.e. Lexia, RenLearn products).
- ◊ Teachers will incorporate more technology into their lessons (i.e. short media clips, PowerPoint presentations, information found on the internet, etc.).
- ◊ Access to wireless internet will be school-wide, including the cafeteria/gym.

- **Measures:**

- ◊ Posted Computer Lab schedule
- ◊ Technology trouble tickets
- ◊ IPEVO Teacher Trainings as needed/requested
- ◊ Chromebook Cart check out log
- ◊ Licensing for RenLearn and Lexia (district-funded)
- ◊ ReadLive Licenses (site funding)

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ TOSA
- ◊ Data Path Staff
- ◊ District Office

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Technology Parts/Upgrades/Repairs	\$7,400.00



GOAL: PRIORITY 8: OTHER PUPIL OUTCOMES

GOAL AREA: LCAP PRIORITY 8 - OTHER PUPIL OUTCOMES

State Priorities:

- 8 - Other Pupil Outcomes

LCAP Goal:

- Not Aligned

Goal Statement:

75% of Bates students will meet their RIT goal in MAP testing by the end of the school year. Each class will need to take at least a Fall and Spring test to get accurate results, with more accurate results occurring with Fall, Winter, and Spring testing.

If SBAC Interim assessments are given, the goal is to establish a baseline after the 1st Interim assessment and create student/class/school goals after knowing the baseline data (SBAC Interim Assessments have not been given yet).

On curricular assessments (ELA and Math), the goal is that 75% of the students will score at the "Standard Met/Standard Exceeded" or "Proficient/Advanced". With a new math curriculum for 2015-2016 that correlates directly to Common Core standards, this will be an important piece of data in preparation for the EOY SBAC test. For ELA, because our materials/assessments still reflect the old CA State Standards, assessment results will be from a combination of Theme Skills Tests and Curriculum Associates (CCSS-based) assessments.

What data did you use to form this goal (findings from data analysis)?

- ◊ Because this was the first year of MAP testing, there are some results that are promising, but most are incomplete. In order to have more valid results, an end-of-the-year MAP assessment should be given. However, due to the closeness in testing windows with the SBAC and the MAP window, most classes did not take a Spring MAP test. For the one class that did, the results were that 86% of the students achieved their MAP RIT goal in Math and 48% of students achieved their MAP RIT goal in ELA.

What did the analysis of the data reveal that led you to this goal?

- ◊ The analysis revealed that in order to get data that is useful, all three testing periods of MAP testing need to be employed. And while it is just one form of assessment, it is important in showing growth.
- ◊ One thing that we continue to grapple with is a simple and logical way of tracking and looking at the data - that is easy for teachers to access and for the administration. Tracking MAP testing results is easy because it is web-based.

What process will you use to monitor and evaluate the data?

- ◊ School Loop
- ◊ Academic Conferences to discuss student progress and test results.

Strategy:

- ◊ Staff and students will monitor student learning and standards mastery through the use of assessment data as a means to drive and differentiate instruction in the classroom.

> ACTION:NECESSARY ASSESSMENTS

Means of Achievement: Monitoring program implementation and results

- **Task:**

- ◊ Following the district lead, the school will create a matrix of necessary assessments throughout the school year to follow student progress.
- ◊ An assessment calendar will be produced and teachers will give the students their required assessments.
- ◊ Assessments such as Fluency, STAR Reading, STAR Early Lit, BPST-II will be considered for knowing students' academic levels and areas of need.
- ◊ Teachers/Staff will meet to discuss results and how the results will change teaching strategies or student placements in regular education or RTI.

- **Measures:**

- ◊ Results of agreed-upon assessments
- ◊ Weekly Lesson plans
- ◊ Assessment Calendar

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ District Office

Start Date: 08/08/2018

Completion Date: 06/07/2019

> ACTION:REGULAR STUDENT ASSESSMENTS

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Students will take ELA Theme Skills Tests after completion of each theme.
- ◊ Students will take ELA assessments from the Ready Common Core Supplemental CCSS Materials.
- ◊ Students will take Math Topic/Chapter tests after completion of each topic or chapter.
- ◊ Students will take MAP Assessments and/or SBAC Interim Assessments using the computers.
- ◊ Teachers will utilize the results of these assessments to drive their instruction.

- **Measures:**

- ◊ Results of ELA, Math, and SBAC Interim Assessments
- ◊ MAP Assessment Reports
- ◊ Lesson Book

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ TOSA

Start Date: 08/08/2018

Completion Date: 06/07/2019

» **FUNDING PROGRAMS INCLUDED IN THIS PLAN**

- Each state and federal categorical program in which the school participates.

Total Site Plan Budget :	\$76,867.00
Total Annual Expenditures for Current School Plan:	(\$54,990.00)
Balance:	\$21,877.00

Funding Resource Code	Funding Source	Allocation / Expenditure
1100	Lottery: Unrestricted	\$7,439.00
	Addressing Student Needs	(\$650.00)
	Parent Trainings	(\$500.00)
	Communication with Parents	(\$500.00)
	Implement ELA/Math Programs with Intensity and Fidelity	(\$1,700.00)
	Ongoing Assessment and Monitoring System	(\$500.00)
	Student School Attendance	(\$500.00)
	Positive Student Participation/Engagement	(\$300.00)
	Visual and Performing Arts Opportunities	(\$1,000.00)
	Visual and Performing Arts Opportunities	(\$789.00)
	Visual and Performing Arts Opportunities	(\$300.00)
	Positive Actions	(\$700.00)
	Balance:	\$0.00
3010	NCLB-Title I, Part A, Basic Grants Low Income and Neglected	\$46,177.00
	Grade Level/School Wide Collaboration	(\$1,000.00)
	Ongoing Professional Development	(\$1,500.00)
	Implement ELA/Math Programs with Intensity and Fidelity	(\$1,000.00)
	Implement ELA/Math Programs with Intensity and Fidelity	(\$12,000.00)
	Implement ELA/Math Programs with Intensity and Fidelity	(\$2,000.00)
	ELAC Responsibilities	(\$1,500.00)
	ELAC Responsibilities	(\$600.00)
	Parent Trainings	(\$2,000.00)

Funding Resource Code	Funding Source	Allocation / Expenditure
	Parent Trainings	(\$1,000.00)
	Instruction at Student Levels	(\$200.00)
	Instruction at Student Levels	(\$500.00)
	Professional Development for Teaching Staff	(\$1,000.00)
	Balance:	\$21,877.00
0000	Discretionary	\$13,100.00
	Technology	(\$7,400.00)
	Professional Development for Teaching Staff	(\$500.00)
	Thursday Work Day	(\$500.00)
	Parent Trainings	(\$500.00)
	Communication with Parents	(\$500.00)
	Implement ELA/Math Programs with Intensity and Fidelity	(\$2,000.00)
	Parent Trainings	(\$400.00)
	Continue Dedicated Writing Focus	(\$600.00)
	Differentiation for Advanced Students	(\$200.00)
	Positive Actions	(\$500.00)
	Balance:	\$0.00
0740	Site Supplemental and Concentration	\$10,151.00
	School Safety	(\$2,051.00)
	School Safety	(\$1,500.00)
	Promote a College-going Environment	(\$700.00)
	Response to Intervention	(\$500.00)
	Ongoing Professional Development	(\$1,500.00)
	Ongoing Assessment and Monitoring System	(\$1,500.00)
	Grade Level/School Wide Collaboration	(\$1,000.00)
	Professional Development for Teaching Staff	(\$500.00)
	Supplemental / Ancillary Materials	(\$200.00)
	Supplemental / Ancillary Materials	(\$700.00)
	Balance:	\$0.00

» SCHOOL SITE COUNCIL MEMBERSHIP

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the School through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:

Name	Represents	Contact Info	Reviewed Plan Date
Maria Elena Becerra	Principal	916-775-1771	04/23/2018
Diann Torgeson	Classroom Teacher	916-775-1771	04/23/2018
Mallory Brown	Other School Staff	916-775-1771	04/23/2018
Liz Rodarte	Parent or Community Member	916-270-9079	04/23/2018
Ruth Crisantos	Parent or Community Member	ruthcrisantos@yahoo.com	04/23/2018
Patricia Carrillo	Classroom Teacher	916-775-1771	04/23/2018
Jennifer Ulibas-Pascual	Other School Staff	916-775-1771	04/23/2018
Karina Barriga	Parent or Community Member	209-663-5525	04/23/2018
Antonia Guzman	Parent or Community Member	(916) 343-2611	04/23/2018

TOTAL NUMBER OF SCHOOL SITE COUNCIL MEMBERS

	Principal	ClassRoom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Number of members of each category	1	2	2	4	0

» RECOMMENDATIONS AND ASSURANCES

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

English Learner Advisory Committee

Donia Rices Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed here in form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on:

04/23/2018

Attested:

Maria Elena Becerra, Principal
Typed name of School Principal

Maria Elena Becerra
Signature of School Principal

4/23/18
Date

Ruth Crisantos
Typed name of SSC Chairperson

Ruth Crisantos
Signature of SSC Chairperson

4/23/18
Date



ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

Use of state and local assessments to modify instruction and improve student achievement (ESEA):

Bates staff utilize state and local assessment to guide instruction and improve student achievement. Monthly collaborations are conducted to analyze data and assessments.

The following groups of data are analyzed during these meetings by both teachers and administrator:

- MAP Testing/SBAC Interim Assessment Results
- Subgroup analysis (EL's, ethnicities, reclassified students, etc.)
- CELDT and ELPAC assessment for English Learners
- Reclassification rates
- Houghton Mifflin Curricular Tests/Theme Skills Tests/Ready Common Core Assessments
- Math tests
- STAR Reading
- STAR Math
- STAR Early Literacy for Grades K-3
- STAR Reading

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC):

Bates staff use curriculum-embedded assessments in the following content areas:

- English Language Arts
- Math
- Social Studies
- Science
- ELD

The results of these assessments are used to analyze student understanding of the concepts taught and to modify future instruction so that students will achieve proficiency.

Status of meeting requirements for highly qualified staff (ESEA):

All Bates teachers and aides meet the NCLB requirements for highly qualified staff.

Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC):

Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC):

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA):

100 % of Bates Elementary School teachers and paraprofessionals are highly qualified based upon district reports. All teachers have EL qualification.

The school continues the process of aligning staff development to content standards, assessing student performance, and professional needs.

Common Core Standards Training will occurred in the 2015-2016 school year in areas of ELA and Math. Instructional assistance and support for beginning teachers is implemented by BTSA. GLAD consultants serve as teacher/coaches. Currently an early release day is provided weekly for teacher planning/professional development.

Two days a month are used for grade level collaboration, data analysis, and improved instructional strategies. Additional ongoing collaboration between the Extended Program, CA Mini-Corps, ELD/RTI Teacher with the classroom teachers to better support student performance.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC):

Bates is very proud of the academic growth that has occurred during the past few years and all are enthusiastic about the awards and recognition given to Bates from the state of California Department of Education - such as the California Distinguished School, the Title 1 Academic Achievement Award, and the California Business for Education Excellence Honor Roll Awards. It reflects a lot of hard work and dedication on the part of the staff, students, and families.

The staff at Bates continues to look at areas that can be improved and groups of students that need extra help. For the 2014-2015 school year, the staff at Bates will continue to receive training and staff development with Common Core standards and teaching strategies, and continue practicing Strategic Schooling strategies implemented in 2010-2011 with the ELD students. The implementation of the strategies shared and learned at the trainings will be key to helping our Hispanic, English Learner, and Socioeconomically Disadvantaged students achieve greater proficiency.

Teacher collaboration by grade level (K-8) and department (9-12) (EPC):

Teachers at Bates have two Wednesdays per month dedicated for staff meetings and staff collaboration. Because of the size of the school and number of students, most grades have one teacher per grade level. Our collaboration meetings at times are at the whole-school level, while other times it is more appropriate to have collaboration time with multi-grade level teams meeting together to discuss student performance and analyze data.

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA):

1. Bates Elementary School uses state and local assessments to modify instruction and improve student achievement. Students are routinely assessed using standards-based materials which directly relate to the curriculum to check progress. A needs assessment of parents is conducted yearly to identify parental needs and concerns.
2. The staff uses data to monitor student progress on curriculum-embedded assessments and modify instruction. Groups meet frequently to flexibly group students using this data. STAR data results are used in part to determine placement in intervention, instructional groups, SST referrals, at-risk of retention referrals, reclassification, GATE placements, cohort analysis, overall school wide progress, purchases of instructional materials, and during staff development opportunities. CELDT and ELPAC assessments determine placement for ELD instruction and reclassification eligibility.
3. Student scores are used to monitor and target ELD subgroups not making adequate language progress. District-provided

assessments for language arts and math are used to provide skills-specific analysis of student performance and are used to modify ongoing, differentiated instruction in the classroom.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K-8) (EPC):

At Bates, we follow the recommended instructional minutes for reading/language arts and mathematics, as verified in annual language arts implementation reviews and audits. Specifically, our students receive 150-180 minutes of English Language Arts instruction and 90-100 minutes of Math instruction on a daily basis.

Lesson pacing schedule (K-8) and master schedule flexibility for sufficient numbers of intervention courses (EPC):

Lesson pacing guides for language arts will be developed for all tracks and actively used by all teachers. Efforts are made at the district level to organize collaborations to create appropriate Math and English Language Arts pacing this 2017-2018.

Teachers have the flexibility to teach at the pace of the class and provide appropriate interventions. For students needing additional intervention, there are intervention groups that the students attend, receiving help in their areas of need. These intervention groups occur while that content area is being addressed in class, ensuring that they don't miss educational opportunities in other content areas in which they may have proficiency.

Availability of standards-based instructional materials appropriate to all student groups (ESEA):

There is sufficient standards-based instructional material available that is appropriate for all groups in Math, Language Arts, and EL intervention.

River Delta Unified School District provides a quality, rigorous curriculum to all students so that they reach high levels of academic achievement. There is alignment of curriculum, instruction, and materials to content and performance standards. We follow the recommended instructional minutes for reading/language arts and mathematics, as verified in annual language arts implementation reviews and audits. Bates School has availability of standards-based instructional materials appropriate to all student groups. All instructional materials used are SBE-adopted and standards aligned. Core subject materials and intervention programs are listed below:

- McGraw Hill ELA/ELD Wonders Grades K-6
- Houghton Mifflin Mathematics - Math Expressions Grades K-6
- Houghton Mifflin Social Studies,
- Houghton Mifflin Science
- School Intervention Programs Program include: SLA Corrective Reading (ELA Grades 4-6), SIPPS, and Read Naturally.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC):

Staff at Bates use the SBE-adopted and standards-based instructional materials each scheduled day in all of the core content areas. Those trained in Intervention instructional materials use the Intervention materials each day, according to the groups they work with.

Services provided by the regular program that enable underperforming students to meet standards (ESEA):

Differentiated instruction, SDAIE strategies, GLAD strategies, Accelerated Math, Accelerated Reader, Fluent Reader, Math Facts in a Flash, English in a Flash, SIPPS, Language!, SRA Corrective Reading, Sentence Writing (Strategic Instruction

Model), and supplemental material from SBE adopted curriculum are some of the services provided by the regular program that help support students who test below grade level achievement on state standards.

Classroom teachers meet varying needs of under performing students through the use of research based, adopted instructional materials, differentiated grouping, and the use of extra support materials that supplement the core instructional program. The categorically funded intervention program (Avenues) provides services to children identified by the school as at-risk of failing to meet the state's academic content standards due to a language barrier.

There are many resources available for the family, school, district, and community to assist students who are below basic and far below basic. The ASES after-school program provides 3+ hours of academic, enrichment, and physical activity to at risk students. The SSC, PTA, ELAC, and school staff are active participants in student life, site planning and fund raising.

Research-based educational practices to raise student achievement at this school (ESEA):

The staff at Bates continues to implement and use GLAD strategies, which are research-based and proven to have a profound effect on students, and especially Bates students. We continue to employ other research-based practices, from increased parental involvement, to supplementing core curriculum that may be weak in certain standards with stronger curriculum to receiving additional training in Common Core Standards during the 2013-2014 school year, which gives teachers and students research-based strategies to increase student achievement.

Resources available from family, school, district, and community to assist under-achieving students (ESEA):

Resources are available from family, school, district, and community to assist under-achieving students, and this is a large component of our current plan. All of Bates SSC/ELAC meetings each year are dedicated to providing parents with information to assist students at home and increase involvement at the school. Additional parent trainings are provided by teachers and the ELD teacher to help parents with homework and support student classroom learning at home.

The previous school plan laid out strategies to increase parent involvement. One of the goals of this plan is to do the same. Parents, community representatives, classroom teachers, and other school personnel actively participate in the planning, implementation, and evaluation of consolidated application programs.

The Parent Teacher Association (PTA) represents parents and teachers. The PTA contributes much time and energy to fund-raising, but they go beyond that by assisting teachers in the classrooms, coordinating and funding educational assemblies and activities, and serving on the School Site Council and English Learners Advisory Committee. Parents may volunteer to assist with a wide variety of activities: classroom parties, field trips, School Site Council, Red Ribbon Week, and book fairs.

Bates Staff also helps organize and sponsor a "College Week", punctuated by a special "College Day" assembly and celebration of local high school graduates going on to college.

The ACES after school program provides three or more hours of academic, enrichment, and physical activity to all students, including under-achieving students, every day school is in session.

The CA Mini-Corps college student provides additional academic support to Migrant Education students.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of consolidated application programs. (5 CCR 3932):

Parents, community members, classroom teachers, and other school personnel are involved in the planning, implementation, and evaluation of consolidated application programs through the School Site Council, PTA, and ELAC committees. Parents are notified of each meeting in the monthly newsletters and with a reminder telephone call the day before the meetings.

Services provided by categorical funds that enable underperforming students to meet standards (ESEA) :

The services provided by categorical funds enable under-performing students to meet standards. Bates School has been designated School-wide Title I, and all programs will receive fiscal support from both the site and district.

Fiscal support (EPC):

SPSA 2018-19

SINGLE PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Walnut Grove Elementary

The District Governing Board approved this revision of the School Plan on: 06/12/2018

CDS Code: 34674136033708

Principal: Ms. Carrie Norris, Principal

Superintendent: Don Beno

Address: 14181 Grove St.
Walnut Grove, CA 95690

Phone: (916) 776-1844

Email: cnorris@rdusd.org

Web Site: <http://wg-rdusd-ca.schoolloop.com/>



Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
» SUBJECT: LCAP Priority 1 - Basic Services					
› GOAL: Priority 1: Basic Services					
› LCAP GOALS:					
• Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction					
› ACTION: Facility Needs/Safety	08/08/2018	06/07/2019	\$500.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100
› ACTION: Curricular Needs	08/08/2018	06/07/2019	\$0.00		
» SUBJECT: LCAP Priority 2 - Implementation of State Standards					
› GOAL: Priority 2: Implementation of State Standards					
› LCAP GOALS:					
• Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.					
› ACTION: Professional Development for Teaching Staff	08/08/2018	06/07/2019	\$4,256.00		
			\$1,157.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$300.00	ACTION: Lottery: Unrestricted	1100
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$799.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
› ACTION: Supplemental/Ancillary Materials	08/08/2018	06/07/2019	\$4,500.00		
			\$1,000.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$3,500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Technology	08/08/2018	06/07/2019	\$2,700.00		
			\$1,000.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$700.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
» SUBJECT: LCAP Priority 3 - Parent Involvement					
› GOAL: Priority 3: Parent Involvement					
› LCAP GOALS:					
<ul style="list-style-type: none"> • Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement. 					
› ACTION: Communication with Parents	08/08/2018	06/07/2019	\$7,500.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$7,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Grade Level Parent Trainings	08/08/2018	06/07/2019	\$250.00		
			\$250.00	ACTION: Discretionary	0000
› ACTION: Parent Volunteer Work Days	08/08/2018	06/07/2019	\$950.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100
			\$250.00	ACTION: Lottery: Unrestricted	1100
			\$200.00	ACTION: Lottery: Unrestricted	1100
› ACTION: ELAC Responsibilities	08/08/2018	06/07/2019	\$1,750.00		
			\$200.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$350.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$1,200.00	ACTION: Site Supplemental and Concentration Grant	0740
› ACTION: Parent Involvement Opportunities	08/08/2018	06/07/2019	\$2,850.00		
			\$800.00	ACTION: Site Supplemental and Concentration Grant	0740

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$550.00	ACTION: Lottery: Unrestricted	1100
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
» SUBJECT: LCAP Priority 4 - Pupil Achievement					
› GOAL: Priority 4: Student Achievement					
› LCAP GOALS:					
<ul style="list-style-type: none"> Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready 					
› ACTION: Instruction at Student Levels	08/08/2018	06/07/2019	\$0.00		
› ACTION: Implement ELA/Math Programs with Intensity and Fidelity	08/08/2018	06/07/2019	\$5,000.00		
			\$1,000.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$4,000.00	ACTION: Lottery: Unrestricted	1100
› ACTION: Ongoing Assessment and Monitoring	08/08/2018	06/07/2019	\$766.00		
			\$266.00	ACTION: Lottery: Unrestricted	1100

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Grade Level/School Wide Collaboration	08/08/2018	06/07/2019	\$1,500.00		
			\$1,500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Continue Academic Language Campaign	08/08/2018	06/07/2019	\$0.00		
› ACTION: Continue Reading Campaign	08/08/2018	06/07/2019	\$1,500.00		
			\$1,500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Continue to Support English Language Learner Program	08/08/2018	06/07/2019	\$1,250.00		
			\$250.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$400.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$500.00	ACTION: Site Supplemental and Concentration Grant	0740

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$100.00	ACTION: Site Supplemental and Concentration Grant	0740
› ACTION: Response to Intervention	08/08/2018	06/07/2019	\$4,000.00		
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$3,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Differentiation for Advanced Students	08/08/2018	06/07/2019	\$150.00		
			\$150.00	ACTION: Site Supplemental and Concentration Grant	0740
› ACTION: Social Studies and Science	08/08/2018	06/07/2019	\$3,000.00		
			\$1,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
			\$2,000.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
› ACTION: Physical Fitness and Health	08/08/2018	06/07/2019	\$500.00		
			\$500.00	ACTION: Lottery: Unrestricted	1100
» SUBJECT: LCAP Priority 5 - Pupil Engagement					
› GOAL: Priority 5: Pupil Engagement					
› LCAP GOALS:					
• Foster a school and district culture that ensures academic/social and emotional well-being for all students					
› ACTION: Student School Attendance	08/08/2018	06/07/2019	\$2,500.00		
			\$1,000.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$1,500.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: Positive Student Participation/Engagement	08/08/2018	06/07/2019	\$1,050.00		
			\$600.00	ACTION: Discretionary	0000
			\$200.00	ACTION: Lottery: Unrestricted	1100
			\$250.00	ACTION: Lottery: Unrestricted	1100
› ACTION: Promote a College Going Environment	08/08/2018	06/07/2019	\$750.00		
			\$750.00	ACTION: Site Supplemental and Concentration Grant	0740
› ACTION: Visual and Performing Arts Opportunities	08/08/2018	06/07/2019	\$2,150.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$500.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$1,000.00	ACTION: Site Supplemental and Concentration Grant	0740
			\$650.00	ACTION: Lottery: Unrestricted	1100
» SUBJECT: LCAP Priority 6 - School Climate					
› GOAL: Priority 6: School Climate					
› LCAP GOALS:					
• Foster a school and district culture that ensures academic/social and emotional well-being for all students					
› ACTION: Social Emotional Learning	08/08/2018	06/07/2019	\$500.00		
			\$500.00	ACTION: Site Supplemental and Concentration Grant	0740
› ACTION: Positive Student Behavior	08/08/2018	06/07/2019	\$760.00		
			\$760.00	ACTION: NCLB-Title I, Part A, Basic Grants Low Income and Neglected	3010
› ACTION: School Safety	08/08/2018	06/07/2019	\$15,650.00		
			\$15,650.00	ACTION: Discretionary	0000
› ACTION: Include Community Based Programs to Support Student Success	08/08/2018	06/07/2019	\$0.00		
› ACTION: Become a School Wide AVID Elementary School (Advancement Via Individual Determination)	08/08/2018	06/07/2019	\$400.00		

Goals and Actions	Start Date	Completion Date	Amount	Fund Source	Fund Source Code
			\$400.00	ACTION: Lottery: Unrestricted	1100

Total Annual Expenditures for Current Site Plan: \$66,682.00

GOALS

» GOAL: PRIORITY 1: BASIC SERVICES

GOAL AREA: LCAP PRIORITY 1 - BASIC SERVICES

State Priorities:

- 1 - Basic Services

LCAP Goal:

- Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

Goal Statement:

Walnut Grove Elementary School will provide an environment where all teachers are highly qualified, the school facility is safe and in good repair, and all the basic curricular needs (textbooks, desks, etc.) for students are met.

What data did you use to form this goal (findings from data analysis)?

Previous SARC information
 Safety Committee Walk Through
 William's Visit Walk Through

What did the analysis of the data reveal that led you to this goal?

These are the basic services that we are required to provide for our students each year.

What process will you use to monitor and evaluate the data?

Prior to the start of school, teacher/admin conduct inventory and orders needed curriculum
 Maintenance of school facility by custodian, district
 Regular Safety Walk Throughs by custodian, admin, Safety Committee

Strategy:

> ACTION: FACILITY NEEDS/SAFETY

Means of Achievement: [Increased educational opportunity](#)

- **Task:**

- ◊ As facility needs arise, teachers/staff will inform the custodian and/or principal.
- ◊ The custodian and/or principal will make a work order for the Maintenance and Operations department.
- ◊ The principal will keep a record of needed improvements that are requested.
- ◊ Custodians will inform M&O and principal of regular facility maintenance needed.
- ◊ Perform quarterly Walk Throughs with Safety Committee to look at Facility Needs/Concerns
- ◊ Monthly fire drills, an earthquake drill, and multiple Lock-down drills to be held during the year

- **Measures:**

- ◊ E-mails to Maintenance and Operations
- ◊ Work Orders Placed

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Custodian
- ◊ Principal
- ◊ District Maintenance and Operations

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Replace Classroom Furniture as Needed	\$500.00



ACTION: CURRICULAR NEEDS

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Staff will inform principal of curricular needs to ensure all students have the appropriate materials.
- ◊ Principal will contact DO or order any needed curriculum for the students.
- ◊ At the end of each year, an inventory of curriculum will be done in order to request adequate materials from the DO.

- **Measures:**

- ◊ Teacher Communication
- ◊ Communication with District Office

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ District Office

Start Date: 08/08/2018

Completion Date: 06/07/2019

» GOAL: PRIORITY 2: IMPLEMENTATION OF STATE STANDARDS

GOAL AREA: LCAP PRIORITY 2 - IMPLEMENTATION OF STATE STANDARDS

State Priorities:

- 2 - Implementation of State Standards

LCAP Goal:

- Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.

Goal Statement:

Provide an instructional program that supports full implementation of the Common Core State Standards (CCSS), Next Generation Science Standards (NGSS), and English Language Development Standards (ELD) in grades TK-6th.

What data did you use to form this goal (findings from data analysis)?

We have district provided Common Core aligned curriculum in ELA, ELD, and Math. The Next Generation Science Standards (NGSS) are embedded in our new ELA curriculum, but additional focus on these standards is needed, as new assessments in science began in spring 2018. Social Studies/History curriculum to be adopted for the 2018-19 school year.

What did the analysis of the data reveal that led you to this goal?

The Common Core standards and English Development Standards are fully implemented at Walnut Grove School. The Next Generation Science Standards (NGSS) is a continued area of needed focus for the Walnut Grove staff during the 2018-2019 school year.

What process will you use to monitor and evaluate the data?

The principal will monitor the implementation of Common Core Standards, ELD Standards, and Instructional Strategies through Walk Throughs and observations, Instructional Rounds, feedback to teachers, staff collaboration days, and discussions with staff members.

Strategy:

» ACTION: PROFESSIONAL DEVELOPMENT FOR TEACHING STAFF

Means of Achievement: Staff development and professional collaboration

- **Task:**

- ◊ Teachers will be provided ongoing professional development in Common Core ELA/ELD, math, and NGSS standards and adopted curriculum in these areas.
- ◊ Teachers will utilize materials, resources, and strategies from Wonders during the allotted writing period of the school day.
- ◊ Teachers will continue to be provided professional development/training in the alignment of ELD standards across all subject areas.(Integrated ELD)
- ◊ Teachers will utilize materials, resources, and strategies from the ELD standards alignment training in all subject areas.
- ◊ Teachers will continue to receive professional development on the new ELA Common Core Frameworks.
- ◊ Teachers will have the opportunity to attend local Common Core Professional Development. (SCOE)
- ◊ Teachers who have not yet been GLAD trained will be trained in GLAD.
- ◊ Schedule 40+ hours of PD for all staff.
- ◊ Provide staff opportunities to observe peers at WGE and at other schools.
- ◊ Teachers will be given release time to develop lessons and/or collaborate with other teachers. (Integrating standards and AVID strategies)
- ◊ Teachers will be given the opportunity to attend professional development on the Next Generation Science Standards.
- ◊ Provide additional days before school starts for any new staff to be trained by site leaders on school initiatives.

- **Measures:**

- ◊ Agendas/Resources from Common Core Professional Development
- ◊ Agendas/Resources from ELD Standards Alignment Trainings/Frameworks Trainings
- ◊ Classroom Walkthroughs/Observations
- ◊ Agendas/ Materials from other professional development

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ ELD Teacher

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Professional Development	\$1,157.00
Lottery: Unrestricted	Refreshments for Staff Trainings/PD	\$300.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Professional Development	\$1,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Subs for Release time for teachers to observe/collaborate	\$799.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Pre-Service Days for new teachers (PD provided by site leaders and experts)	\$1,000.00

ACTION: SUPPLEMENTAL/ANCILLARY MATERIALS

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**

- ◊ Teachers will continue to utilize keyboarding programs with students in 2nd-6th grade to practice Common Core technology standards and gain proficiency in keyboarding skills.
- ◊ Teachers will use other district or site funded supplemental materials for the purpose of implementing Common Core standards and differentiating and enhancing instruction to meet the needs of all learners.
- ◊ Supplemental Resources will be provided through the school site for supplementing the current district science adoption. (Materials and supplies for science experiments, etc)

- **Measures:**

- ◊ Lesson Plans
- ◊ Classroom Walkthroughs/Observations
- ◊ Instructional Rounds
- ◊ Student Work
- ◊ Computer Lab/Keyboarding Schedule

- **People Assigned:**

- ◊ District Personnel
- ◊ Teachers/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Supplemental Materials	\$1,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Supplemental Materials	\$3,500.00



ACTION: TECHNOLOGY

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Technology issues will be communicated to principal/Data Path, and Data Path will come out weekly to address issues/upkeep. (district funded)
- ◊ Each classroom will have at least five (5) working computers or chrome books
- ◊ Each classroom will have one (1) working laptop teacher computer.
- ◊ 4 Chrome book carts will be maintained on site for teachers to utilize in the classroom. (1 for 5th/6th, 1 for 3rd/4th, 1 for TK/K, and 1 for 1st/2nd grade)
- ◊ Teachers will receive a beginning of the year troubleshooting training for site technology.
- ◊ 2nd-6th grade students will have access to keyboarding and word processing programs.
- ◊ Students will have continued access to computer/internet based instructional programs (i.e. Lexia, Read Naturally, IXL, Renaissance Place, real world application for typing, etc.)
- ◊ Teachers will incorporate more technology into their lessons (i.e. short media clips, Google Classroom, Google Docs, PowerPoint presentations, information found on the internet, etc.).
- ◊ Access to wireless internet will be school wide, including the cafeteria, and old gym.
- ◊ Teachers will be trained on Google Classroom.
- ◊ Continue to work toward having a Smart Board in each classroom for student/teacher collaborative use.
- ◊ Send team to technology based professional development. Team will train the rest of the staff.
- ◊ Work with district Technology TOSA to provide PD on site and individual training for teachers and other staff.

- **Measures:**

- ◊ Technology Data Path tickets
- ◊ Licensing for Ren Learn, Lexia, and IXL (district-funded)
- ◊ Increased typing speed
- ◊ PD certificates

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ Data Path
- ◊ District Office

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Technology Replacement/Repair Costs	\$1,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Technology Focused Professional Development	\$700.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Technology Replacement/Repair Costs	\$1,000.00



GOAL: PRIORITY 3: PARENT INVOLVEMENT

GOAL AREA: LCAP PRIORITY 3 - PARENT INVOLVEMENT

State Priorities:

- 3 - Parent Involvement

LCAP Goal:

- Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.

Goal Statement:

Walnut Grove School in conjunction with First Five 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 June of each year, parental involvement will have included 100% of Walnut Grove families.

What data did you use to form this goal (findings from data analysis)?

Written and implied data from teachers/staff
 Sign-ins from 2018-19 school year
 Photographs from school events

What did the analysis of the data reveal that led you to this goal?

We would like all parents to participate in at least one school event during the school year.

What process will you use to monitor and evaluate the data?

Office Sign-in sheets
 Event Sign-in sheets

Strategy:

ACTION: COMMUNICATION WITH PARENTS

Means of Achievement: Involvement of staff, parents and community

- **Task:**

- ◊ Teachers will utilize weekly folders for all students to communicate student progress, achievements, upcoming events and important school dates.
- ◊ Teachers in grades 2nd-6th will use the AVID planner system nightly for communication with parents.
- ◊ Teacher in grades 2nd-6th will use a uniform binder organization system with their students. (AVID)
- ◊ Teachers will provide frequent and regular feedback on students' academic progress on assessments through the weekly communication purple folders.
- ◊ School staff will Utilize Home Dialer Program on a regular basis to communicate upcoming events with parents in both English and Spanish.
- ◊ Principal and teachers will send home a monthly newsletter in both English and Spanish to increase parental involvement and awareness of school events.
- ◊ Fund translator/Parent Liaison 1 hour each day.
- ◊ Translation will be available at all meetings with non-English speaking parents.
- ◊ Progress reports will be mailed home for struggling students mid-quarter/Report cards quarterly for all students.
- ◊ Teachers will hold parent/teacher conferences for all students with translation services as needed, at least once/year.
- ◊ Parents will be invited to participate in Student Study Team (SST) meetings for their student.
- ◊ Upcoming events will be noted on the office and FRC screens.
- ◊ Teachers school phone numbers and e-mail addresses will be made available to parents.
- ◊ No school events will be scheduled during PTA, ELAC, or Migrant meetings to ensure greater participation in these meetings.
- ◊ Fliers for events will be made and sent home in weekly purple folder.

- **Measures:**

- ◊ Monthly Bulletins
- ◊ Phone Dialer logs
- ◊ Sign-ins from parent/teacher conferences
- ◊ Progress Reports
- ◊ Report Cards
- ◊ SST documents

- **People Assigned:**

- ◊ Principal
- ◊ Secretary
- ◊ Teachers/Staff
- ◊ Counselor
- ◊ First Five Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Postage	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Translation/Parent Liaison Services 1 hour/day	\$7,000.00

> ACTION: GRADE LEVEL PARENT TRAININGS

Means of Achievement: **Involvement of staff, parents and community**

- **Task:**

- ◊ Grade level parent meetings, educating parents in helping their child be successful in school, will be scheduled and invitations/reminders will be sent home.
- ◊ Training will include the AVID binder/planner system for 2nd-6th grade.
- ◊ Parents will receive materials/resources to assist students in schoolwork and homework.
- ◊ For students in 1st - 6th grades, training will include showing parents how to login to Ren Learn to check their child's progress.
- ◊ School supplies will be given to a parent in each grade level span as a door prize.
- ◊ Food/Snacks will be provided for parents attending the trainings.
- ◊ Trainings will be translated for Spanish speaking parents.

- **Measures:**

- ◊ Agendas of Parent Training Meetings
- ◊ Sign-in sheets
- ◊ Parent Feedback

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	Food/Snacks/Supplies for Parent Trainings	\$250.00

> ACTION:PARENT VOLUNTEER WORK DAYS

Means of Achievement: [Involvement of staff, parents and community](#)

- **Task:**

- ◊ Tuesdays and Wednesdays will be designated as Parent Work Days to help teachers prepare for lessons, make copies of fliers, etc.
- ◊ Monthly Newsletters/PTA/ELAC meetings will include reminders of Parent Work Days.
- ◊ Parent Work Day goal is to have an average of at least six (6) volunteers each Tuesday/Wednesday.
- ◊ Host "thank you" tea in June for all Parent Volunteers.
- ◊ In order to remove barriers for active parent participation, principal will work with the school nurse, school district and local health agencies to provide free TB testing for all interested parents who wish to participate in activities on campus, but have no other means to secure a TB test.
- ◊ At least one weekend Parent Work Day will be held annually for the purpose of building community through completion of school projects.

- **Measures:**

- ◊ Sign-in sheets
- ◊ Receipts/Purchase orders

- **People Assigned:**

- ◊ PTA/ELAC
- ◊ Teachers
- ◊ Principal

Start Date: [08/08/2018](#)

Completion Date: [06/07/2019](#)

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Materials/Supplies for School Beautification	\$500.00
Lottery: Unrestricted	TB Tests	\$250.00
Lottery: Unrestricted	Saturday Parent Work Day Refreshments	\$200.00

> ACTION:ELAC RESPONSIBILITIES

Means of Achievement: [Involvement of staff, parents and community](#)

- **Task:**

- ◊ Hold school elections for parents participation in ELAC. (in accordance with State laws and ELAC By-laws)
- ◊ Schedule at least 5 ELAC meetings each year. (Oct, Nov, Dec, Jan, Feb)
- ◊ Assist in the development of the school's needs assessments and site parent survey
- ◊ By October of each year, the ELAC will agendize a meaningful discussion of their needs as to ensure their children academic success at Walnut Grove and present this information to SSC.
- ◊ These needs will be developed as the ELAC goals for the year.
- ◊ Advise SSC on the school's goals and objectives for the ELD program/services and needs of English Language Learners.
- ◊ Provide ELAC parents a tour of all EL programs at Walnut Grove School, as well as provide access to review all materials used for EL students.
- ◊ ELAC to advise the principal and staff on the school's program for English Learners.
- ◊ Elect to send atleast two members to the DELAC meetings.(2 year term)
- ◊ Provide parent training in the areas of discipline, nutrition and helping their students be successful in school.
- ◊ Provide parent training on how to become an active participant on campus.
- ◊ Provide parent training on the District's Uniform Complaint Procedures, including Williams requirements.
- ◊ Send parent/teacher team to local CABA leadership conference and State CABA Conference.

- **Measures:**

- ◊ Agendas
- ◊ Sign-ins
- ◊ Site Council Minutes

- **People Assigned:**

- ◊ ELAC Advisor
- ◊ ELD teacher
- ◊ Principal
- ◊ ELAC

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Child Care Costs	\$200.00
Site Supplemental and Concentration Grant	Refreshments for ELAC meetings/Trainings	\$350.00
Site Supplemental and Concentration Grant	CABA Conference	\$1,200.00



ACTION:PARENT INVOLVEMENT OPPORTUNITIES

Means of Achievement: Involvement of staff, parents and community

- **Task:**

- ◊ As a whole, parents will complete at least 500 hours of voluntary service at Walnut Grove School.
- ◊ Implement sign in system in the office, which also tracks numbers of hours volunteered. (Implement recognition System for 50+ hours, 100+, 200+, etc)
- ◊ Provide Latino Family Literacy Program for parents of elementary age students.
- ◊ Host an Open House Barbecue.
- ◊ Host monthly Coffee and Conversation with the Principal Parent Forums to give parents a venue to discuss concerns, ask questions, and receive information.
- ◊ Host a Title 1 Parent Meeting.
- ◊ Provide child care for parent training/events as needed.
- ◊ Host Kinder/TK Round Up for incoming parents.
- ◊ Support PTA events, such as Harvest Festival, fundraisers, and Spring Fling dance.
- ◊ Support ELAC/PTA Cinco de Mayo Event.
- ◊ Create and host monthly theme nights, such as Family Math Night, Reading Night, Game Night, Science Fair etc.
- ◊ Send a minimum of 1 parent from our site to the annual Title I Conference or equivalent training or bring a guest speaker to the site to train a group of parents.
- ◊ Hold multiple "Volunteer Trainings" in the fall, so all parents who want to volunteer at school are trained and cleared, including one at the new student/kinder orientation before school starts
- ◊ Coordinate parent trainings through the district to support parents in helping their child/children on homework, specifically on navigating the website for the new math and ELA curriculum
- ◊ Hold multiple AVID parent nights to educate parents on the new school wide AVID initiative and what this means for their child
- ◊ Work with Adult Ed to provide parent education classes focused on leadership, technology, and english classes
- ◊ Provide Loving Solutions/Parent Project or equivalent classes in English/Spanish
- ◊ Provide child care and translation services at all events
- ◊ Host a parent tea to recognize parent volunteers. (Tie into recognition system)
- ◊ Provide professional development opportunities for staff, focused on increasing parent involvement and engagement at school

- **Measures:**

- ◊ Master Calendar will illustrate activities that allow for parental involvement.
- ◊ Sign-in sheets from events

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ PTA/ELAC
- ◊ Parents
- ◊ First Five Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	PD focused on Increasing Parent Involvement	\$800.00
Lottery: Unrestricted	Refreshments for parent meetings	\$550.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Salary for Latino Family Literacy Facilitator	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	PD Focused on Increasing Parent Involvement	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Title I Parent Conference or Guest Speaker	\$500.00



GOAL: PRIORITY 4: STUDENT ACHIEVEMENT

GOAL AREA: LCAP PRIORITY 4 - PUPIL ACHIEVEMENT

State Priorities:

- 4 - Pupil Achievement

LCAP Goal:

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Goal Statement:

Improve and support student learning to close achievement gaps and ensure all students who graduate are college and career ready.

What data did you use to form this goal (findings from data analysis)?

- ◊ Forty-six percent (46%) of Walnut Grove students will score Standards Met or Exceeded in English Language Arts (ELA), and Thirty-seven percent (37%) of Walnut Grove students will score Standards Met or Exceeded in Math on the CAASPP tests administered in the Spring of 2018.

We will reduce the number of students with standards "Not Met" by 5%. In ELA this number will be reduced from 33% to 28%, and in Math this number will be reduced from 30% to 25% standards "Not Met".

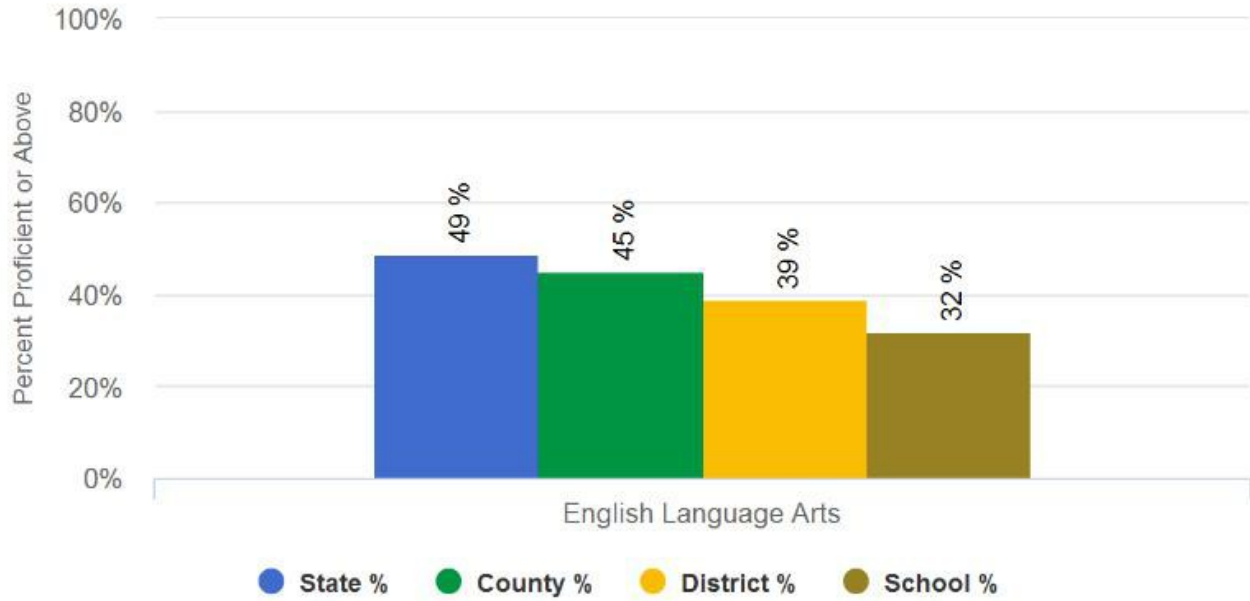
This spring of 2018 all Annual English Language Learners took the new ELPAC exam instead of CELDT. Baseline scores will be determined. No less than 20 students over two years will be reclassified as Fluent English Proficient. (RFEP)

All 6th grade ELL students who have attended US schools since kindergarten will meet redesignation criteria prior to leaving for middle school.

One hundred percent (100%) of 5th grade students will meet the Healthy Fitness Zone in 4 out of 6 Physical Fitness Zones.

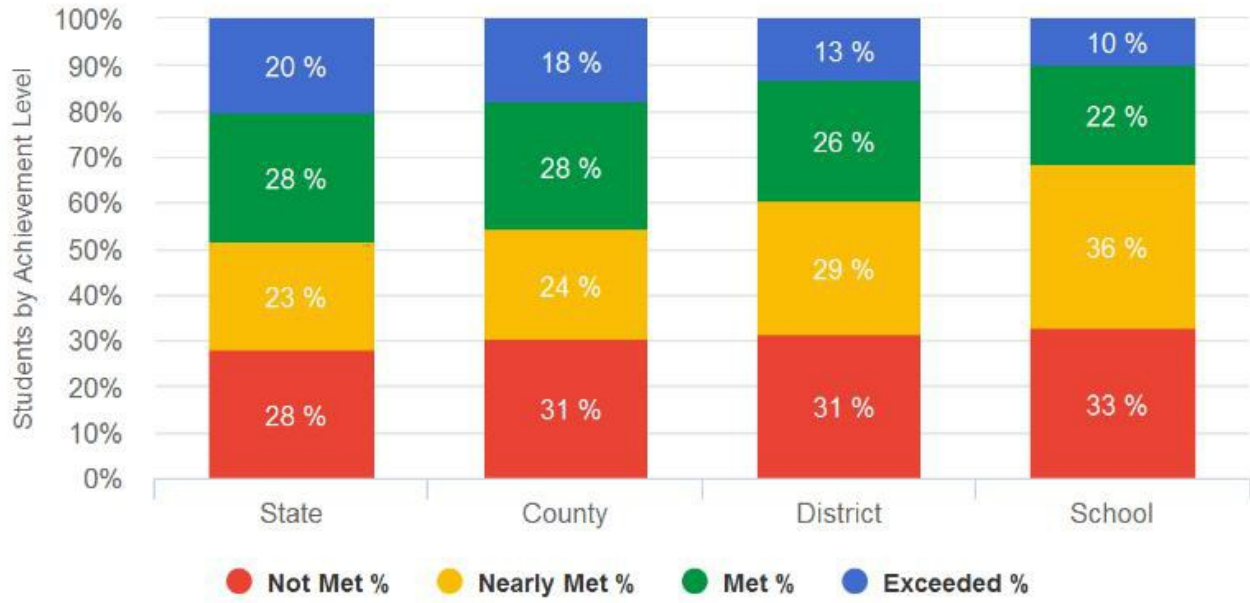
- ◊ CAASPP Results from spring 2014-15, 15-16, 16-17 (scores will be input after summer 2018, when available)
- ◊ ELPAC Results
- ◊ Reclassification Data
- ◊ Physical Fitness Results

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2017 - SBA - English Language Arts/Literacy - Students Standard Met or Exceeded



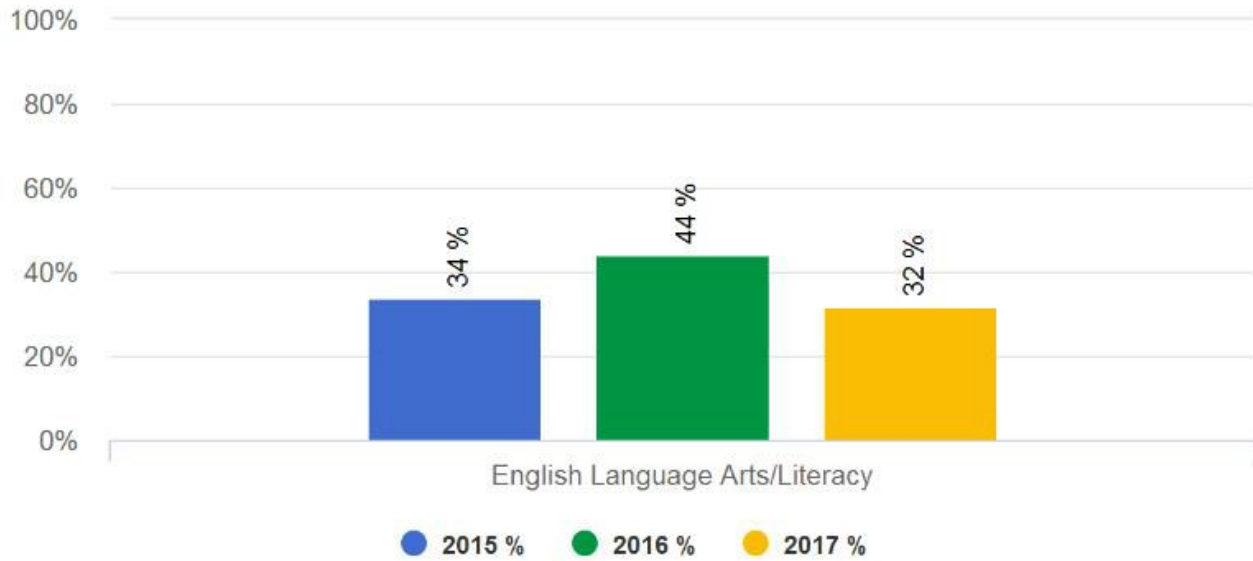
English Language Arts	
State %	49
State #	1,558,588
County %	45
County #	57,505
District %	39
District #	379
School %	32
School #	23

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2017 - SBA - English Language Arts/Literacy - Students by proficiency level



	State	County	District	School
Not Met %	28	31	31	33
Not Met #	898,692	39,197	300	24
Nearly Met %	23	24	29	36
Nearly Met #	738,211	30,346	281	26
Met %	28	28	26	22
Met #	898,692	35,403	252	16
Exceeded %	20	18	13	10
Exceeded #	641,923	22,759	126	7

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2015 to 2017 - SBA - English Language Arts/Literacy - Students Standard Met or Exceeded



English Language Arts/Literacy	
2015 %	34
2015 #	30
2016 %	44
2016 #	35
2017 %	32
2017 #	23

Similar School Comparison

School	School	
	Met & Above #	Met & Above %
Borrego Springs Elementary	26	33%

Performance Levels: Blue (Highest Performance) Green Yellow Orange Red (Lowest Performance)

An asterisk (*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

What did the analysis of the data reveal that led you to this goal?

Baseline Scores in CAASPP are as follows:
 2016-17 ELA: 32% met or exceeded standards

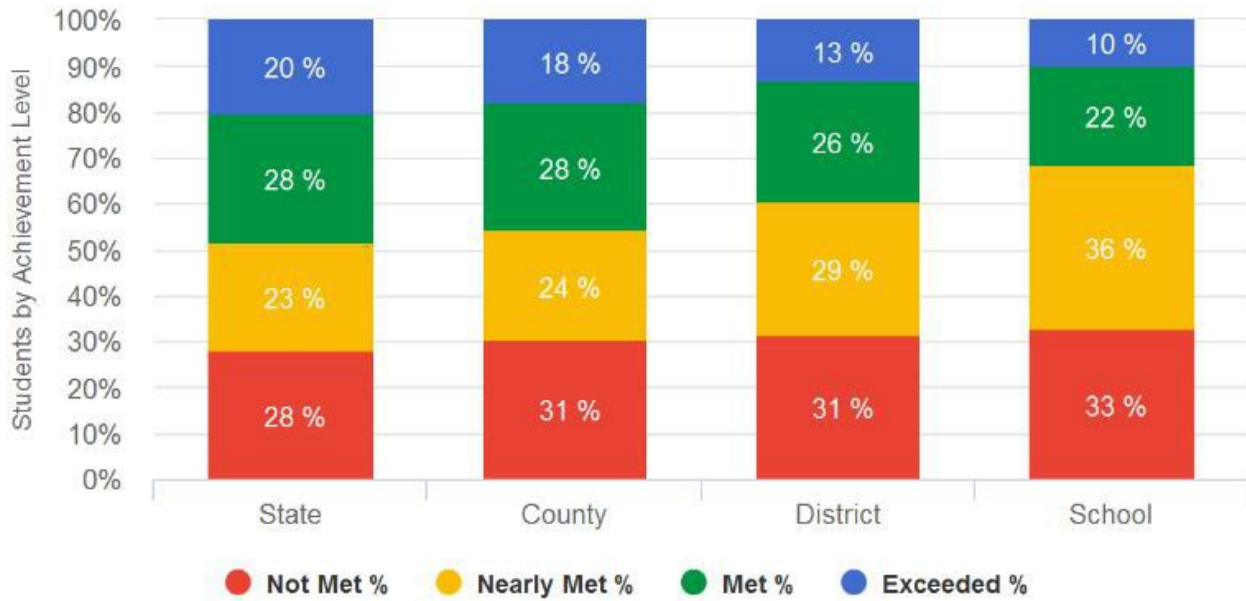
2016-17 Math: 30% met or exceeded standards

In 2016-17, 17 students were redesignated fluent English proficient, and in 2017-18 12 students were redesignated, bringing our two year total to 29 RFEP'd students.

Results from the Physical Fitness assessment shows that we need to continue to work toward 100% of students achieving proficiency in 4 or more areas.

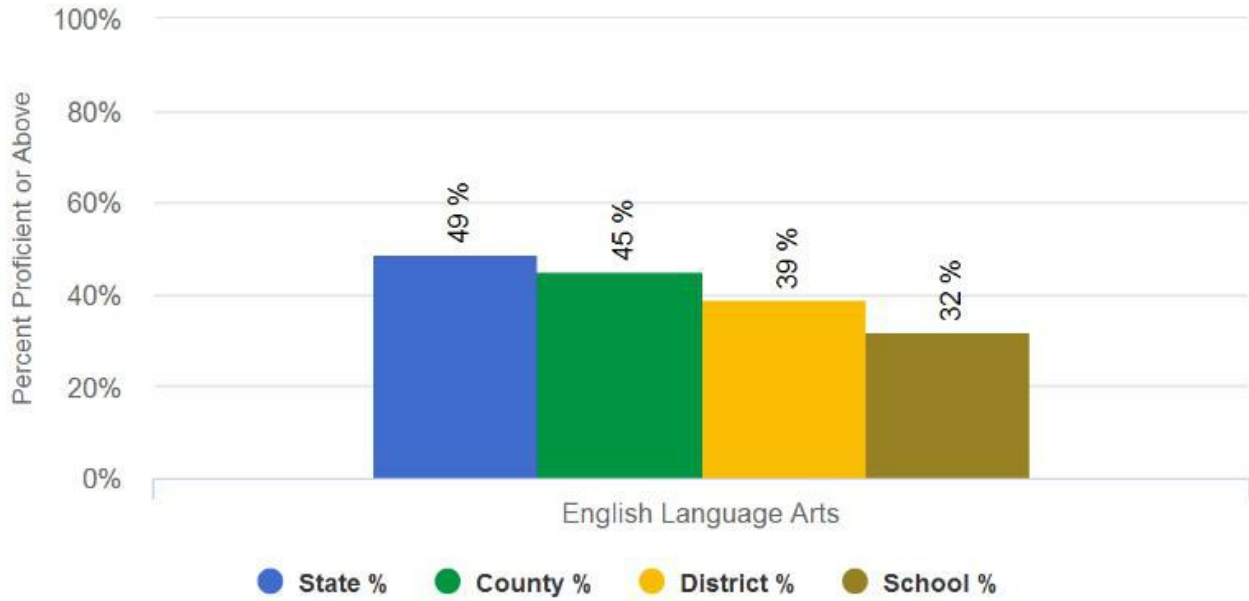
60% of students achieved proficiency in 4 or more areas in 2016-17.

Sacramento County
River Delta Joint Unified District
Walnut Grove Elementary School
2017 - SBA - English Language Arts/Literacy - Students by proficiency level



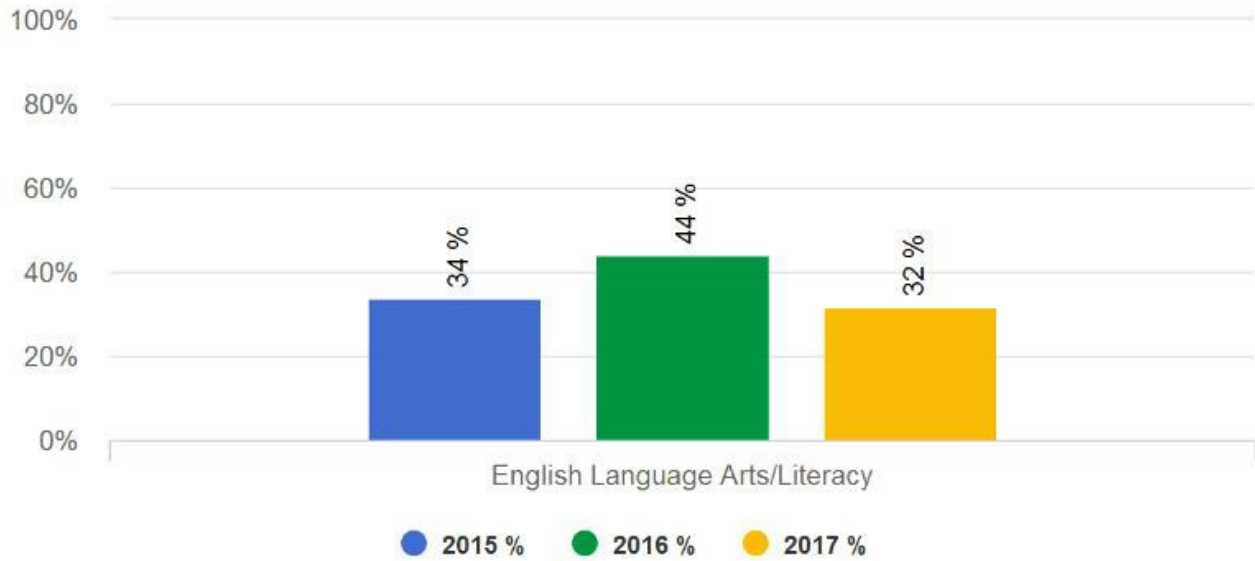
	State	County	District	School
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Not Met #	898,692	39,197	300	24
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Met #	898,692	35,403	252	16
Exceeded %	20	18	13	10
Exceeded #	641,923	22,759	126	7

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2017 - SBA - English Language Arts/Literacy - Students Standard Met or Exceeded



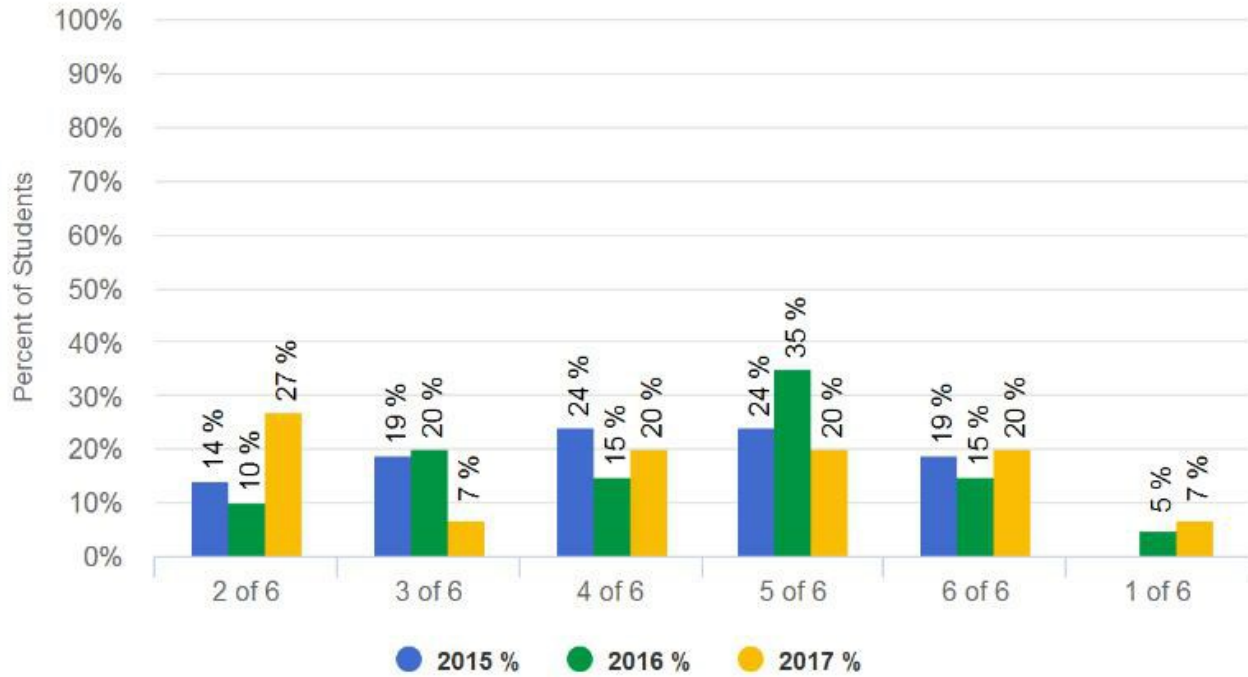
English Language Arts	
State %	49
State #	1,558,588
County %	45
County #	57,505
District %	39
District #	379
School %	32
School #	23

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2015 to 2017 - SBA - English Language Arts/Literacy - Students Standard Met or Exceeded

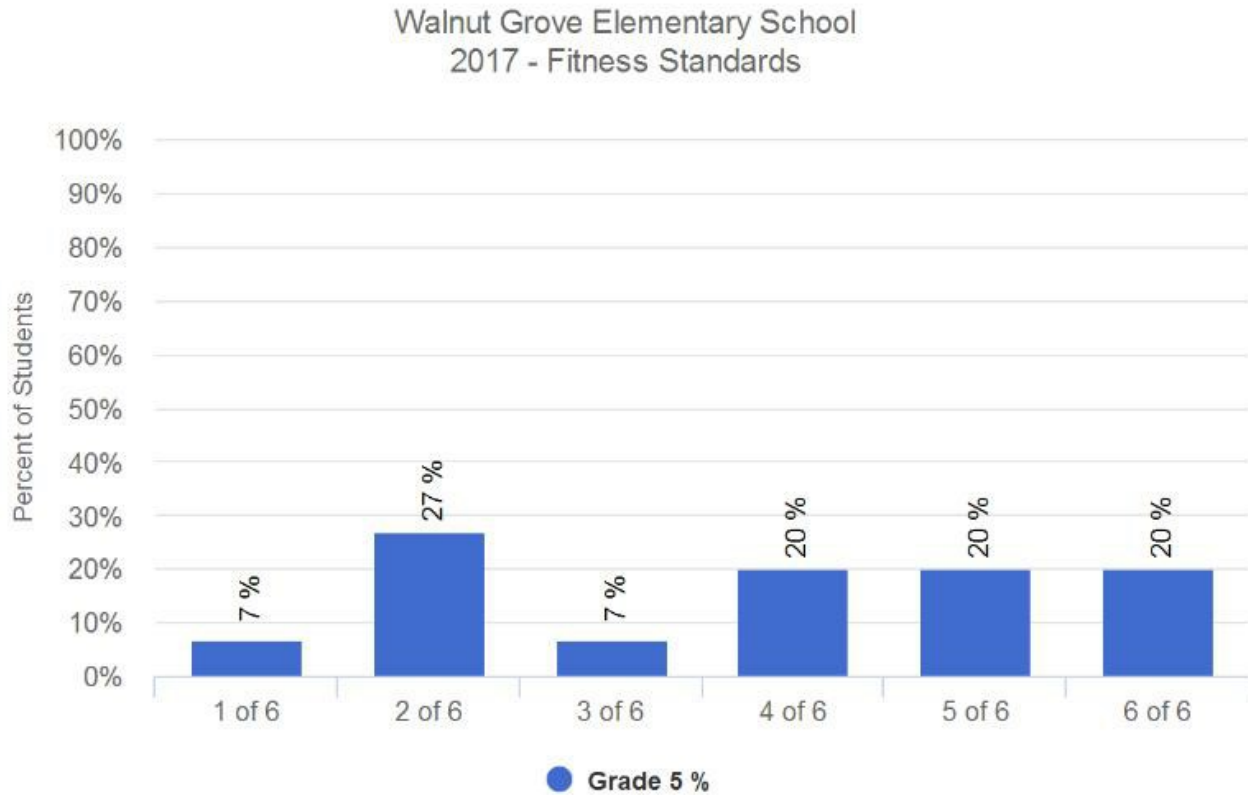


English Language Arts/Literacy	
2015 %	34
2015 #	30
2016 %	44
2016 #	35
2017 %	32
2017 #	23

Walnut Grove Elementary School
2015 to 2017 - Fitness Standards



	2 of 6	3 of 6	4 of 6	5 of 6	6 of 6	1 of 6
2015 %	14	19	24	24	19	
2015 #	3	4	5	5	4	
2016 %	10	20	15	35	15	5
2016 #	2	4	3	7	3	1
2017 %	27	7	20	20	20	7
2017 #	4	1	3	3	3	1



	1 of 6	2 of 6	3 of 6	4 of 6	5 of 6	6 of 6
Grade 5 %	7	27	7	20	20	20
Grade 5 #	1	4	1	3	3	3

What process will you use to monitor and evaluate the data?

Reclassification Rates
 CAASPP annual Assessment Data
 CAASPP Interim Assessment Data
 MAP Assessment Data
 Curriculum Assessment Data
 Pre-Post Physical Fitness Data

Strategy:

> ACTION:INSTRUCTION AT STUDENT LEVELS

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Students will receive instruction at their level of need during ELA/Math Universal Access (UA) time.
- ◊ Students who need help beyond UA time will receive instruction using materials, such as Lexia, SIPPS, Read Naturally, and IXL with the purpose of making the core accessible to all students.
- ◊ Students who need additional support will also have the opportunity to receive after school intervention with a certificated teacher.
- ◊ Students who regularly exceed the core standards and/or qualify for GATE will be given "challenge" activities and opportunities to extend their learning.

- **Measures:**

- ◊ Ren Learn Assessments (STAR Early Lit, STAR Reading, STAR Math)
- ◊ Lexia Assessments
- ◊ Curricular and SBAC Interim benchmark assessments
- ◊ Gate testing results
- ◊ RTI curricular assessments
- ◊ Classroom walkthroughs/observations

- **People Assigned:**

- ◊ ELD Teacher
- ◊ RSP Teacher
- ◊ Teachers/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

> ACTION:IMPLEMENT ELA/MATH PROGRAMS WITH INTENSITY AND FIDELITY

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Teachers will use district current state-adopted instructional materials in ELA, ELD, and Math.
- ◊ District and site to purchase resources to supplement curriculum.
- ◊ Adhere to school-wide ELA/Math curriculum minutes in daily schedule.
- ◊ Protect core instruction time from interruptions, keeping all assemblies in the afternoon time.
- ◊ Provide copy machines, copy paper, toner for printing supplemental resources and core program additional resources.

- **Measures:**

- ◊ Teachers have Data/Test Chats with all students
- ◊ Teacher Lesson Plans
- ◊ Principal Walkthroughs and formal observations
- ◊ Instructional Rounds
- ◊ ELA/Math Curricular Assessments
- ◊ CAASPP Interim Benchmarks
- ◊ MAP Assessments

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Supplemental Materials/Supplies/Leases	\$1,000.00
Lottery: Unrestricted	Supplemental Materials/Supplies/Leases	\$4,000.00



ACTION: ONGOING ASSESSMENT AND MONITORING

Means of Achievement: [Monitoring program implementation and results](#)

- **Task:**

- ◊ Staff will administer, review and analyze ELPAC, CAASPP ELA, Science, Math, and Physical Fitness Results.
- ◊ Staff will administer, review and analyze curriculum assessments, STAR assessment (Ren Learn), MAP assessments, and Interim CAASPP assessments regularly.
- ◊ Administer entry level assessments for Kinder students (STAR Early Lit, ELPAC Initial, MAP).
- ◊ Administer MAP Assessments in fall, winter, spring.
- ◊ Establish calendar for administration, collection, and analysis of RTI assessments.
- ◊ Schedule and hold quarterly Monitoring Conferences, where specialists, classroom teachers, and the principal will coordinate and fine tune services for students.
- ◊ Utilize district provided CAASPP practice materials from current curriculum adoptions.
- ◊ Celebrate student success on CAASPP and ELPAC with Medals Ceremonies.
- ◊ 3rd-6th grade team to attend CAASPP institute in the fall.

- **Measures:**

- ◊ Clear documentation of RTI and Monitoring Assessments
- ◊ Calendar of assessment administration and data analysis
- ◊ Assessment data shared with administration from teachers
- ◊ Data reports disaggregated by subgroups

- **People Assigned:**

- ◊ Teacher/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Medals for Student Achievement	\$266.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Subs for Quarterly Monitoring Conferences	\$500.00

ACTION: GRADE LEVEL/SCHOOL WIDE COLLABORATION

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**

- ◊ Calendar one collaboration staff meeting per month to focus on Common Core Instructional Strategies, ELD standards, Designated and Integrated ELD, Assessment data and analysis, lesson planning, or AVID strategies
- ◊ Identify school site leaders in specialized areas (GLAD, A/R, School Plan, AVID, Academic Conversations, Collaborative Groups, SDAIE) and utilize their input for all staff.
- ◊ Teachers share specific input/feedback on how to improve teaching strategies and student performance.
- ◊ Continue implementation of Instructional Rounds on campus with quarterly team walkthroughs.
- ◊ Hold end of the year cross grade level collaboration meetings.

- **Measures:**

- ◊ Collaboration agendas/minutes
- ◊ Modifications to lesson plans/teaching strategies
- ◊ Students below benchmark identified and provided additional support
- ◊ Data analysis of significant grade level and school wide subgroups in SBAC Interim Benchmarks, District Assessments, and Curricular Assessments

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal(s)

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Subs for Instructional Rounds	\$1,500.00

ACTION: CONTINUE ACADEMIC LANGUAGE CAMPAIGN

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**

- ◊ Teacher leaders to review Kate Kinsella/Jeff Zwiers Academic Language Development strategies at staff meetings throughout the year.
- ◊ Academic discussion sentence frames will be up in ALL classrooms and utilized on a daily basis.
- ◊ Teachers model high academic language and discuss the difference between public and private voice and academic and everyday language.
- ◊ Teachers to provide sentence frames for partner/group academic conversations activities.
- ◊ Implement cooperative groups.
- ◊ Students expected to answer in complete sentences when appropriate.
- ◊ Grammatical and usage errors corrected in context.

- **Measures:**

- ◊ Academic sentence frames on wall in ALL classrooms
- ◊ Class walkthroughs
- ◊ Staff meeting agendas

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019



ACTION:CONTINUE READING CAMPAIGN

Means of Achievement: [Extended learning time](#)

- **Task:**

- ◊ Implement school wide A/R time daily for 30 minutes. (1st-6th grade)
- ◊ Teachers to implement student reading conferences.
- ◊ PTA to help provide quarterly and end of the year A/R Celebration for students who make their A/R goal each quarter and at least 3 out of 4 quarters.
- ◊ Purchase additional high interest A/R books as budget allows.
- ◊ Provide Summer Reading Program as funds allow (Fundraising) 4 weeks, 4 days/week for 4 hours/day for struggling and reluctant readers)

- **Measures:**

- ◊ Ren Learn data (A/R goal and STAR Reading Level)
- ◊ Teacher lesson plans

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ PTA

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Purchase High Interest Informational Text Books	\$1,500.00

ACTION: CONTINUE TO SUPPORT ENGLISH LANGUAGE LEARNER PROGRAM

Means of Achievement: Monitoring program implementation and results

- **Task:**

- ◊ Provide all ELD students with Integrated and Designated ELD instructional time daily
- ◊ Utilize full time ELD/Intervention teacher for monitoring, intervention, and ELD support for ELLs.(Provided by the district)
- ◊ ELD teacher provides ELD/SDAIE training to staff.
- ◊ Hold ELPAC "test chats" with all EL students.
- ◊ Provide academic sentence frames for EL Learners.
- ◊ Provide targeted vocabulary instruction.
- ◊ Provide ELPAC Academic Camp two weeks prior to ELPAC testing.
- ◊ All classroom teachers to utilize practice ELPAC tests online to familiarize students with test format.
- ◊ Train all teaching staff on new ELPAC assessment annually.
- ◊ Identify students who are not meeting annual growth targets who are at risk of becoming Long Term English Learners (LTELs) and provide intensive intervention for these students through the ELD teacher, Beyond the Bell After School Program staff, and targeted tutoring by classroom teachers.
- ◊ Provide Newcomer course for any student new to the US with beginning English skills
- ◊ Celebrate student successes on ELPAC assessment with Medal Ceremony.
- ◊ Provide parent trainings in school success with focus on Hispanic/English Learner needs.
- ◊ ELAC to host a potluck annually to celebrate Reclassified students.

- **Measures:**

- ◊ Intervention attendance logs
- ◊ ELD schedules/Classes developed by the ELD teacher
- ◊ District Provided ELD Curriculum Materials and Assessments
- ◊ ELPAC test scores
- ◊ Agendas for staff trainings in SDAIE strategies
- ◊ Agendas/Sign-ins for parent trainings
- ◊ Classroom Walkthroughs/Observations

- **People Assigned:**

- ◊ ELD Teacher
- ◊ Teachers/Staff
- ◊ Principal
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	ELPAC Boot Camp Supplies/Materials	\$250.00
Site Supplemental and Concentration Grant	Supplemental Materials	\$400.00
Site Supplemental and Concentration Grant	Supplies for GLAD	\$500.00
Site Supplemental and Concentration Grant	Reclassified Student Celebration Supplies	\$100.00



ACTION:RESPONSE TO INTERVENTION

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ Schedule regular SST (Student Study Team) and RTI (Response to Intervention) meetings to create individual support plans for students as needed.
- ◊ Uniformly identify students in each grade level to receive RTI support, through specialist meetings, Monitoring Conferences, and SST's.
- ◊ Continue to implement RTI strategies to support students who are not meeting standards in English/Language Arts and Math.
- ◊ Utilize Lexia, Accelerated Reader, Starfall, IXL, and Wonders/Math Expressions technology components to increase student reading/language arts fluency, comprehension, and math skills at individualized levels.
- ◊ Establish intervention groups to meet after school in the After School Program (Beyond the Bell) to target specific content standards.
- ◊ Provide opportunities for students to receive targeted after school intervention with certificated staff.
- ◊ Utilize RSP teacher/aide daily for RSP and RTI interventions.
- ◊ Select and purchase supplemental tier 3 RTI web-based program for 1st-6th grade students.
- ◊ Provide training opportunities for staff providing intervention services to students.
- ◊ District to provide an instructional assistant to support migrant students 2 days/week.

- **Measures:**

- ◊ Students receiving RTI services show growth in Pre/Post tests of RTI curriculum.
- ◊ Students receiving RTI services show growth in STAR Early Literacy (1+ years growth) and/or growth in STAR Reading
- ◊ Supplemental materials purchased/obtained
- ◊ Teachers/Instructional Aides trained in intervention programs

- **People Assigned:**

- ◊ RSP teacher
- ◊ Teachers/Staff
- ◊ ELD teacher
- ◊ Principal
- ◊ Instructional Aide

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Supplemental Resources	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Subs for SSTs	\$500.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	RTI Tier 3 Web-based Intervention Program	\$3,000.00

> ACTION:DIFFERENTIATION FOR ADVANCED STUDENTS

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ Identify Advanced students in ELA/Math through CAASPP Interim Benchmarks, GATE testing, MAP Assessments, and Curricular Assessments.
- ◊ Using the adopted curriculum, provide Advanced students with "challenge" activities and opportunities.
- ◊ Purchase/Obtain additional curricular resources, as necessary/requested.
- ◊ Provide access to Academic Talent Search testing/information. (Sacramento State University)
- ◊ Provide Universal Gate Testing/screening for all 4th grade students.

- **Measures:**

- ◊ SBAC Interim Benchmark assessments
- ◊ Gate Testing
- ◊ Curricular Assessments
- ◊ Lesson Plans
- ◊ Student Work
- ◊ Classroom Walkthroughs/Observations
- ◊ MAP Assessments

- **People Assigned:**

- ◊ Teacher/Staff
- ◊ Principal
- ◊ Instructional Aide

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Supplemental Resources	\$150.00



ACTION: SOCIAL STUDIES AND SCIENCE

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ School wide schedule will reflect science/social studies period.
- ◊ District to adopt History/Social Studies Curriculum for fall 2018.
- ◊ All teachers will teach required science standards.
- ◊ Provide alternate activities for acquiring and mastering science/social studies standards (field trips, assemblies).
- ◊ Provide bussing for instructional field trips to increase educational opportunity for our students.
- ◊ Provide materials for science experiments as needed.
- ◊ Provide maker-space time for students to create and build.
- ◊ Focus on STEM activities throughout the year.
- ◊ PTA to host a science night.
- ◊ 5th and 6th grade students to attend Sly Park Environmental Camp for 1 week in May. (Paid for 100% through donations)

- **Measures:**
 - ◊ Lesson Plans
 - ◊ Classroom walkthroughs/Observations
- **People Assigned:**
 - ◊ Teachers/Staff
 - ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Science Supplies/Materials	\$1,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Educational Field Trips- Transportation and Entry Fees/Assemblies or other hands on experiences	\$2,000.00



ACTION:PHYSICAL FITNESS AND HEALTH

Means of Achievement: Improvement of instruction strategies and materials

- **Task:**
 - ◊ All classes will have 200 minutes of physical education activity every ten days, provided by a credentialed teacher.
 - ◊ Improve physical activity and nutrition for students.
 - ◊ Administer the Physical Fitness test to all 5th grade students (pre and post).
 - ◊ Purchase needed P.E. materials.
 - ◊ Participate in Running for Rhett 5K in the fall. (spring optional)
 - ◊ Work with UC Davis Medical Residents to establish a calendar of health/Nutrition topics to teach to students in TK-6th grade.
 - ◊ UC Davis Medical Residents to continue to facilitate PE classes 1 x/ week for all students in TK-2nd.
- **Measures:**
 - ◊ Physical Fitness Assessment results
 - ◊ Lesson Plans
 - ◊ Classroom walkthroughs/observations
 - ◊ Daily Schedule reflecting P.E. minutes for each class

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ UC Davis Medical interns

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	PE Equipment	\$500.00



GOAL: PRIORITY 5: PUPIL ENGAGEMENT

GOAL AREA: LCAP PRIORITY 5 - PUPIL ENGAGEMENT

State Priorities:

- 5 - Pupil Engagement

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Goal Statement:

Walnut Grove school and staff will foster a school culture that ensures academic, social, and emotional well being for all students.

What data did you use to form this goal (findings from data analysis)?

Student attendance data from Aeries Student Data Management System

Parent surveys

What did the analysis of the data reveal that led you to this goal?

Student attendance has been slightly lower than the desired goal. Although the 2015-16 year was incorrectly reported as 87% due to a technical difficulty, our actual attendance for last year was 94%. Our goal for ADA for 2016-17 was 97%. As of April 28, 2017 our ADA is 95%. We continue to work toward 97% ADA for the 2017-18 school year.

What process will you use to monitor and evaluate the data?

Monthly Attendance Reports from Aeries

Parent Surveys

Strategy:



ACTION:STUDENT SCHOOL ATTENDANCE

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ School will work to have a 98% overall ADA rate.
- ◊ Students who have perfect attendance/No tardies each month, will participate in a monthly "No Tardy" party celebration.
- ◊ Teachers will encourage superior attendance and recognize it in their classrooms.
- ◊ Create a School Attendance Review Team, made up of the principal, counselor, and a classroom teacher.
- ◊ Parents/Guardians of students with chronic absenteeism will receive letters from the school and have a meeting with the School Attendance Review Team.
- ◊ Take part in/refer students to district SARB meetings (School Attendance Review Board) when necessary.
- ◊ Provide school wide celebrations monthly when 97% attendance goal is reached.
- ◊ Provide end of year celebration for students who have perfect attendance.
- ◊ Provide end of the year celebration for each class achieving the attendance rate of 97% average or better throughout the year.
- ◊ Provide random daily "No tardy" incentives for classes and students with no absences/tardies on random days of the month.
- ◊ Provide "No Tardy Party" to parents once/year for those dropping their kids off before the bell rings.
- ◊ Send staff to Restorative Justice Training to propose alternatives to suspensions.
- ◊ Research/Implement adding a Saturday Academy, possibly partnering with Migrant Education with a STEM/Reading Focus/ADA recovery, offering an additional educational opportunity for students. (Possible Parent Academy in Conjunction)

- **Measures:**

- ◊ Student recognition/awards for perfect attendance
- ◊ Attendance from Aeries
- ◊ Copies of chronic absenteeism letters/Notes from parent meetings

- **People Assigned:**

- ◊ Principal
- ◊ Secretary
- ◊ Teachers/Staff

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Incentives for Perfect Attendance	\$1,000.00
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Saturday Academy Monthly/Teacher Salary	\$1,500.00

> ACTION: POSITIVE STUDENT PARTICIPATION/ENGAGEMENT

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ All students in 5th and 6th grade will participate in leadership.
- ◊ Student Leadership reps will provide a positive environment by planning events, such as Spirit Week, and making signs and announcements encouraging positive actions and participation in school events.
- ◊ Each classroom teacher will select at least one student to be recognized as a student of the month at the monthly assembly for exhibiting exemplary behavior or other character trait to be recognized. Also at least one student to receive an AVID award for excelling at an AVID strategy (organization, growth mindset, goal setting, note-taking, etc.)
- ◊ Students in grades 4th-6th will have access to Intramural sports (i.e. football, basketball, volleyball, and soccer) through the After School Program.
- ◊ TK-6th grade students will have the opportunity to participate in the 5K Running for Rhett program.
- ◊ Each class will go on at least one instructional field trip each school year.
- ◊ Schedule "Best Me" assembly with Kaiser Permanente or other motivational assembly.
- ◊ Provide one anti-bullying assembly annually through the Bullying Grant.
- ◊ Counselor to implement buddy program, using 4th - 6th grade students as older buddies for primary students.
- ◊ K/6th grade students to participate in a promotion ceremony/celebration.

- **Measures:**

- ◊ Student recognition at monthly assemblies
- ◊ Participation in Intramural Sports
- ◊ Field Trip Participation

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Student Council Advisor(s)
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	K/6th Grade Promotion Recognition/Celebration	\$600.00
Lottery: Unrestricted	Materials/Supplies for Buddy Program	\$200.00
Lottery: Unrestricted	Materials/Supplies for Leadership	\$250.00

> ACTION:PROMOTE A COLLEGE GOING ENVIRONMENT

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ Students in 5th and 6th grade (and their parents) will attend the Sac State College "Making it Happen" event and one additional college visit each year.
- ◊ 5th and 6th grade students will participate in "Touch a College" Day at Bates
- ◊ The 6th grade teacher will work with 6th grade students to transition to middle school, including taking a trip to visit Clarksburg Middle School.
- ◊ The counselor will provide a career exploration workshop with multiple grade levels.
- ◊ The counselor will facilitate 6 year plans for all 6th graders.
- ◊ The school will hold a college and career day and/or guest speakers throughout the year.
- ◊ Ensure student access to Academic Talent Search through Sacramento State University
- ◊ All classrooms to have a college board.
- ◊ All classrooms to have graduation of high school year/college year posted.
- ◊ Plan and implement College week activities in May around the "Touch a College" event at Bates.
- ◊ Seek donations for college shirts for all students.
- ◊ All classes to implement a "When I grow up" activity.
- ◊ Hold College focused Literacy Night series for parents/students in 3rd-6th grade.
- ◊ Annually host Ag Day with Delta High School presenting on Ag topics and careers.

- **Measures:**

- ◊ Student participation in Academic Talent Search assessment.
- ◊ Student attendance/participation in College/Career events.

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Field Trips to Colleges	\$750.00

> ACTION: VISUAL AND PERFORMING ARTS OPPORTUNITIES

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ School will schedule an annual dramatic performance arts presentation or assembly. (PTA sponsored)
- ◊ All teachers will utilize the VAPA standards in the classroom regularly.
- ◊ Students in grades 3rd-6th will be allowed opportunities to play in the school band/recorder/ukulele.
- ◊ School band will plan and perform two Band Concerts during the school year. (winter, spring)
- ◊ The CMS/Delta band and choir will perform at WG annually.
- ◊ All classrooms will perform in the winter program.
- ◊ School will purchase/borrow/repair needed instruments.
- ◊ Each classroom will have the option to perform in a musical or play.
- ◊ The school and school parents will continue to support the Cinco de Mayo traditional dance celebration.
- ◊ Utilize parent expertise through guest speaker/docent program.
- ◊ 5th and 6th grade students to either take band or art all year.
- ◊ All classes to highlight art projects at Open House each year.

- **Measures:**

- ◊ Lesson Plans
- ◊ Daily Schedule

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ Music Teacher
- ◊ Parents
- ◊ PTA

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Cinco de Mayo Ballet Folklorico Supplies/Costumes	\$500.00
Site Supplemental and Concentration Grant	Materials/Supplies to support VAPA in the classroom	\$1,000.00
Lottery: Unrestricted	Music Supplies and Repairs	\$650.00



GOAL: PRIORITY 6: SCHOOL CLIMATE

GOAL AREA: LCAP PRIORITY 6 - SCHOOL CLIMATE

State Priorities:

- 6 - School Climate

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Goal Statement:

Walnut Grove Elementary will provide and maintain a positive and safe school for students.

What data did you use to form this goal (findings from data analysis)?

Suspension/Expulsion rates
Discipline Referrals

What did the analysis of the data reveal that led you to this goal?

Discipline referrals have decreased with the increase in counseling services.

What process will you use to monitor and evaluate the data?

Discipline Referrals
Aeries Documentation
Parent/Student Surveys

Strategy:



ACTION: SOCIAL EMOTIONAL LEARNING

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ Teachers will teach lessons on social emotional learning that help students understand their thought process in making decisions and how to make good, positive decisions, social skills, self regulation, healthy coping skills, develop empathy, etc.
- ◊ Walnut Grove will have monthly recognition assemblies, where students are recognized for exhibiting the character traits for the month/reaching AVID short or long term goals.
- ◊ Staff will all have "Paw"sitive Action purple tickets to hand out when they see exemplary behavior.
- ◊ Monthly/Weekly prize drawing will be held to recognize students who have modeled appropriate behavior.
- ◊ Hold a monthly lunch with the principal for students who have had exemplary behavior/improved behavior during the month.
- ◊ At least one Anti-Bullying assembly to be held during the year.
- ◊ Counselor will teach whole class lessons, small group lessons, and individual sessions.

- **Measures:**

- ◊ Student Awards/Recognitions
- ◊ Lesson Plans

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ Counselor

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Site Supplemental and Concentration Grant	Prizes for Monthly Assembly Purple Ticket Drawing	\$500.00



ACTION: POSITIVE STUDENT BEHAVIOR

Means of Achievement: Alignment of instruction with content standards

- **Task:**

- ◊ Continue school wide implementation of the Behavior Matrix for expectations for student behavior.
- ◊ District/School counselor/Rio Vista Care will provide counseling services to individuals or small groups, with a focus on decision-making, understanding one's own feelings and the feelings of others, anger management, social appropriateness, or other topics as the need arises.
- ◊ Create a "Buddy Bench" where kids who don't have anyone to play with, feel sad, or left out can sit on the bench, and other students will go play with him/her.
- ◊ All 5th and 6th grade students will participate in the leadership academy program at school.
- ◊ Send team to Restorative Practices Professional Development. Team will return and train the staff. Team to work to come up with alternatives to off-campus suspension.
- ◊ At the beginning of the year, counselor to train and support teachers to implement SEL lessons for at least 15 minutes a week.
- ◊ Counselor will help teachers facilitate lessons for a few weeks, set up their curriculum/ schedule, then assist them as needed as they transition to doing the lessons on their own.
- ◊ Counselor will utilize Zones of Regulation in groups to create a common language for feeling identification and coping skills, and move toward training staff on how to use the Zones with all students.
- ◊ Counselor will provide lessons on certain topics relevant to classroom/school needs.
- ◊ Create Calm Spaces/Corners in all classrooms to give students healthy options to self-regulate.
- ◊ Continue to implement Trauma informed practices.
- ◊ Provide PD on Trauma informed practices.
- ◊ Teach students mindfulness techniques.
- ◊ Teach students the hand model of the brain and what each brain section does.
- ◊ Hold a recess rodeo on the first day of school to teach all students playground/common area expectations/rules. (Repeat Recess Rodeo after winter break)

- **Measures:**

- ◊ Student discipline data from Aeries
- ◊ Counseling schedule/calendar

- **People Assigned:**

- ◊ Teacher/Staff
- ◊ District Counselor
- ◊ Principal

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
NCLB-Title I, Part A, Basic Grants Low Income and Neglected	Restorative Practices PD	\$760.00

> ACTION:SCHOOL SAFETY

Means of Achievement: [Monitoring program implementation and results](#)

- **Task:**

- ◊ School will provide three, one hour yard supervisors to cover lunch recess and before school recess.
- ◊ Certificated staff will provide supervision during morning recess and afterschool duty.
- ◊ Administration, staff, and the Safety Committee will work to update the Comprehensive School Safety Plan annually.
- ◊ Administration will work with district Maintenance and Operations staff to repair any unsafe conditions on school site.

- **Measures:**

- ◊ Yard Supervision assignments
- ◊ Completed and updated Comprehensive School Safety Plan
- ◊ Repair of unsafe conditions

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal

Start Date: [08/08/2018](#)

Completion Date: [06/07/2019](#)

Funding Resources	Related Expenditures	Estimated Cost
Discretionary	3 yard duties (1 hour each)	\$15,650.00

> ACTION:INCLUDE COMMUNITY BASED PROGRAMS TO SUPPORT STUDENT SUCCESS

Means of Achievement: [Involvement of staff, parents and community](#)

- **Task:**

- ◊ Implement Red Ribbon week with the support of the Sacramento County Sheriff Department and PTA.
- ◊ Work with Rio Vista Care to provide counseling services for students and Positive Action groups for students.
- ◊ Third grade students to participate in Rotary Dictionary Program.
- ◊ Partner with Rotary, Super Mamas, and Los Heroes (Community Group through F5 Sacramento) on the school garden and other projects.
- ◊ Schedule work days in coordination with PTA, ELAC, and Rotary.
- ◊ Partner with Migrant Ed and Mini Corp to provide services to students.
- ◊ Partner with Community Agencies to provide a Health Fair for the community of Walnut Grove.
- ◊ Partner with River Rats, Lyman's, Rotary, and other community businesses to put on Holiday gift give away for the students of Walnut Grove School.
- ◊ Partner with the Family Resource Center to provide services for families (i.e. emergency food and clothing, health insurance, WIC, parenting classes)
- ◊ Coordinate and partner with Head Start pre-schools and the RDUSD First Five School Readiness Program to provide early childhood intervention services for Walnut Grove Families.
- ◊ Work with SCOE on preparing for the 5th/6th grade trip to Sly Park.(Every other year)
- ◊ Work with the community of Walnut Grove to find mentors to work with students.
- ◊ Work with First 5 to provide a kinder camp experience for incoming TK and K students.
- ◊ Partner with South County Services to provide additional services for Walnut Grove families.

- **Measures:**

- ◊ Rio Vista Care Referrals
- ◊ Sign-ins from community events
- ◊ Mini-Corp Schedule

- **People Assigned:**

- ◊ Teachers/Staff
- ◊ Principal
- ◊ Rotary
- ◊ ELAC
- ◊ PTA

Start Date: 08/08/2018

Completion Date: 06/07/2019



**ACTION: BECOME A SCHOOL WIDE AVID ELEMENTARY SCHOOL
(ADVANCEMENT VIA INDIVIDUAL DETERMINATION)**

Means of Achievement: Increased educational opportunity

- **Task:**

- ◊ Begin Year 3 of implementation of School Wide AVID.
- ◊ District to send a team of 4 teachers and 1 admin to AVID Summer Institute in Sacramento.
- ◊ 2nd-6th grade classes to utilize AVID binder/planner system.
- ◊ Restructure monthly student of the month assembly to include recognition for AVID goals and successes.
- ◊ Host monthly AVID lunch with staff to allow for collaboration on new AVID strategies being implemented.
- ◊ Summer team with input from staff to formulate additional AVID goals for the school year.
- ◊ Keep a year long focus on career and college readiness.
- ◊ Promote a growth mindset in all classrooms.
- ◊ All classes to have a growth mindset board.
- ◊ Continue organization, note-taking, and scholarly environment focus.
- ◊ Host a parent AVID night annually for 2nd-6th grade students to go over the binder system and What is AVID.
- ◊ Staff to teach a new AVID strategy at 1 staff meeting/month.

- **Measures:**

- ◊ Student binders and planners
- ◊ Staff Sign-in sheets
- ◊ 2 year implementation plan
- ◊ Certificate from AVID training

- **People Assigned:**

- ◊ All teachers
- ◊ Counselor
- ◊ Principal
- ◊ Students
- ◊ Parents

Start Date: 08/08/2018

Completion Date: 06/07/2019

Funding Resources	Related Expenditures	Estimated Cost
Lottery: Unrestricted	Monthly AVID Working Lunch	\$400.00

» FUNDING PROGRAMS INCLUDED IN THIS PLAN

- Each state and federal categorical program in which the school participates.

Total Site Plan Budget :	\$66,682.00
Total Annual Expenditures for Current School Plan:	(\$66,682.00)
Balance:	\$0.00

Funding Resource Code	Funding Source	Allocation / Expenditure
1100	Lottery: Unrestricted	\$9,066.00
	Implement ELA/Math Programs with Intensity and Fidelity	(\$4,000.00)
	Ongoing Assessment and Monitoring	(\$266.00)
	Physical Fitness and Health	(\$500.00)
	Positive Student Participation/Engagement	(\$200.00)
	Positive Student Participation/Engagement	(\$250.00)
	Visual and Performing Arts Opportunities	(\$650.00)
	Become a School Wide AVID Elementary School (Advancement Via Individual Determination)	(\$400.00)
	Facility Needs/Safety	(\$500.00)
	Professional Development for Teaching Staff	(\$300.00)
	Parent Volunteer Work Days	(\$250.00)
	Parent Volunteer Work Days	(\$200.00)
	Parent Volunteer Work Days	(\$500.00)
	Parent Involvement Opportunities	(\$550.00)
	Communication with Parents	(\$500.00)
	Balance:	\$0.00
3010	NCLB-Title I, Part A, Basic Grants Low Income and Neglected	\$29,259.00
	Communication with Parents	(\$7,000.00)
	Parent Involvement Opportunities	(\$500.00)
	Parent Involvement Opportunities	(\$500.00)
	Parent Involvement Opportunities	(\$500.00)
	Technology	(\$700.00)

Funding Resource Code	Funding Source	Allocation / Expenditure
	Technology	(\$1,000.00)
	Professional Development for Teaching Staff	(\$1,000.00)
	Supplemental/Ancillary Materials	(\$3,500.00)
	Professional Development for Teaching Staff	(\$1,000.00)
	Professional Development for Teaching Staff	(\$799.00)
	Positive Student Behavior	(\$760.00)
	Student School Attendance	(\$1,500.00)
	Social Studies and Science	(\$1,000.00)
	Social Studies and Science	(\$2,000.00)
	Response to Intervention	(\$500.00)
	Response to Intervention	(\$500.00)
	Response to Intervention	(\$3,000.00)
	Ongoing Assessment and Monitoring	(\$500.00)
	Grade Level/School Wide Collaboration	(\$1,500.00)
	Continue Reading Campaign	(\$1,500.00)
	Balance:	\$0.00
0740	Site Supplemental and Concentration Grant	\$11,857.00
	Continue to Support English Language Learner Program	(\$250.00)
	Continue to Support English Language Learner Program	(\$400.00)
	Continue to Support English Language Learner Program	(\$500.00)
	Continue to Support English Language Learner Program	(\$100.00)
	Differentiation for Advanced Students	(\$150.00)
	Student School Attendance	(\$1,000.00)
	Implement ELA/Math Programs with Intensity and Fidelity	(\$1,000.00)
	Visual and Performing Arts Opportunities	(\$500.00)
	Visual and Performing Arts Opportunities	(\$1,000.00)
	Social Emotional Learning	(\$500.00)
	Technology	(\$1,000.00)
	Professional Development for Teaching Staff	(\$1,157.00)
	Supplemental/Ancillary Materials	(\$1,000.00)
	ELAC Responsibilities	(\$200.00)
	ELAC Responsibilities	(\$350.00)
	ELAC Responsibilities	(\$1,200.00)

Funding Resource Code	Funding Source	Allocation / Expenditure
	Parent Involvement Opportunities	(\$800.00)
	Promote a College Going Environment	(\$750.00)
	Balance:	\$0.00
0000	Discretionary	\$16,500.00
	Grade Level Parent Trainings	(\$250.00)
	School Safety	(\$15,650.00)
	Positive Student Participation/Engagement	(\$600.00)
	Balance:	\$0.00

**SCHOOL SITE COUNCIL MEMBERSHIP**

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the School through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:

Name	Represents	Contact Info	Reviewed Plan Date
Carrie Norris	Principal	916-776-1844	04/25/2018
Jennifer Stone	Parent or Community Member	916-776-1844	04/25/2018
Esmeralda Sanchez	Other School Staff	916-776-1844	04/25/2018
Carianna Brandon	Parent or Community Member	916-776-1844	04/25/2018
Arcelia Toledo	Parent or Community Member	916-776-1844	04/25/2018
Rafaela Casillas	Parent or Community Member	916-776-1844	04/25/2018
Melissa Maciel	Classroom Teacher	916-776-1844	04/25/2018
Makayla Perlot	Classroom Teacher	916-776-1844	04/25/2018

TOTAL NUMBER OF SCHOOL SITE COUNCIL MEMBERS

	Principal	ClassRoom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Number of members of each category	1	2	1	4	0

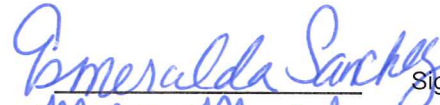
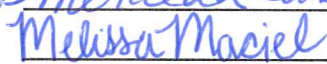
» RECOMMENDATIONS AND ASSURANCES

The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

English Learner Advisory Committee

Walnut Grove School Staff

 Signature
 Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed here in form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on:

06/12/2018

Attested:

Ms. Carrie Norris, Principal
Typed name of School Principal


Signature of School Principal

5/14/18
Date

Jennifer Stone/Carianna Brandon
Typed name of SSC Chairperson


Signature of SSC Chairperson

5-14-18
Date



ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

Use of state and local assessments to modify instruction and improve student achievement (ESEA):

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

The following state and local assessments are used to modify instruction and improve student achievement:

- Lexia computerized Reading Program, MAP Benchmark Assessments, CAASPP Interim Assessments, Curriculum embedded Fluency Test, ELA weekly and unit Tests, Math Unit Tests, Accelerated Reading Tests, CAASPP Annual Assessments, Basic Phonics Skills Test (BPST), STAR Reading, and STAR Early Literacy test results
- Students are placed in ELD/EO classes based on CELDT testing (For next year will be based on ELPAC level)
- Data from the multiple assessments are used by staff in creating Universal Access intervention schedules, before or after school intervention programs, or other small group instruction classes.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC):

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Walnut Grove staff uses curriculum embedded assessments in the following content areas:

English Language Arts

Math

Science

Social Studies

ELD

Status of meeting requirements for highly qualified staff (ESEA):

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

100% of teachers on staff meet NCLB highly-qualified teacher requirements.

Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC):

Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

All teachers have received training on adopted materials.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

All staff development is aligned to the Common Core State Standards and ELD Standards.

Coaching and opportunities for peer observations will also be available.

Two days each month are used for grade level collaboration, data analysis, and improving instructional strategies.

Staff development focus on Academic Conversations, AVID strategies, Restorative Practices, Trauma Informed Schools, and integrating technology into the classroom.

(See above for specific list of Assessments)

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

The Walnut Grove staff continues to look at areas that can be improved and groups of students that need extra help. For the 2018-19 school year, the Walnut Grove staff will continue to receive follow up training on the Common Core.

Content area experts will be identified to provide professional development at staff meetings. Professional Development in the area of AVID, Academic Conversations, the NGSS (Next Generation Science Standards), and Restorative Justice will be a priority for the 2018-19 school year. A continued focus on reading and academic vocabulary will also continue. Professional development for new teachers will be provided by site experts and leaders on our campus. The Technology TOSA (Teacher on Special Assignment) will be available for training of groups and/or individuals.

Teacher collaboration by grade level (K-8) and department (9-12) (EPC):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

Teachers at Walnut Grove have two Wednesdays each month dedicated for staff meetings and staff collaborations/professional development. Because of the size of the school, most grade levels have one teacher per grade level. Our collaboration meetings are often whole-school wide, while other times it is more appropriate to have collaboration time with multi-grade level teams. Teachers meet together regularly to analyze data.

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

Alignment of curriculum, instruction and materials to content and performance standards is completed by using SBE material and attending SBE sponsored workshops to insure instruction meets performance standards.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K-8) (EPC):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

Instructional minutes are met for reading, language arts and mathematics in all grade levels.

Lesson pacing schedule (K-8) and master schedule flexibility for sufficient numbers of intervention courses (EPC):

- Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.

District pacing guides have been suspended due to transition to Common Core.

All standards in ELA, Math, Science, Social Studies, P.E. are expected to be covered each year.

The RTI schedule allows for flexibility, depending on the needs of the students.

Availability of standards-based instructional materials appropriate to all student groups (ESEA):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

All of our students have a state adopted, common core text book in Math and English/ Language Arts. The district is adopting a new Social Studies curriculum for the 2018-19 school year. A new science adoption will occur for the 2019-20 school year. Additional support materials are supplied both as texts and through electronic media to supplement core curriculum.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC):

Services provided by the regular program that enable underperforming students to meet standards (ESEA):

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Based on Fluency Tests, AR testing, and curriculum embedded assessments, CAASPP interims, and MAP Assessments the following programs will be provided to support under-performing students;

Additional time available, beyond core, with ELD teacher and Resource Specialist.

Analysis of student data for diversification of instruction during Universal Access time. Interventions such as Lexia, and IXL are available as needed.

Access to before/after school tutoring w/credentialed teacher.

AVID strategies to be utilized for all students in all grade levels.

Research-based educational practices to raise student achievement at this school (ESEA):

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

The staff at Walnut Grove School are entering their third year of school wide AVID Elementary. The focus has been on organization, note taking, and a Scholarly Environment. Next year we are adding to our focus by adding Costa's Levels of Thinking and additional Academic Language Strategies. We continue to employ other research based strategies from Strategic Schooling, such as every student answers every time and reciprocal teaching.

Resources available from family, school, district, and community to assist under-achieving students (ESEA):

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

After School Program

First Five School Readiness Program for 0-5 year olds

ELAC

Site Council

Community volunteers

RV CARE

Counseling for students (shared elementary counselor)

Head Start for 3-4 year olds

Buddy Program (Matches upper grade students with primary students in a mentoring program)

Migrant Education Program

Mini Corp (Tutors for Migrant Students)

SIPPS RTI Program (TK-2nd Grade)

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of consolidated application programs. (5 CCR 3932):

- Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.

Parents are elected to DELAC, which spends time annually on evaluation of the consolidated application. Parents serve on ELAC, Site Council, etc. and provide feedback at every meeting to the School Site Council, principal, etc.

Services provided by categorical funds that enable underperforming students to meet standards (ESEA) :

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Services provided by categorical funds to enable under-performing students to meet standards are:

Small class size in grades kindergarten through sixth (Not to exceed 24 in primary)

Before and after school intervention programs

Thirty minutes of daily ELD time for all students

Full time ELD Specialist on site to support EL students

Math and Language Arts grade level academic camps for supplemental instruction before and after school

Parent Liaison to increase parent involvement

RTI Web based programs (Lexia, etc.)

Fiscal support (EPC):

- Provide facilities that are safe and well maintained with classrooms that are wired and equipped to use technology to support instruction

Fiscal support of educational programs is detailed in the budget designations throughout the Single Plan for Student Achievement.

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: x

From: Don Beno, Superintendent

Item Number: 10.22

SUBJECT Request approval of the Memorandum of Understanding for district participation in the Sly Park program for the 2018-19 school year

Action:
Consent Action: X
Information Only:

Background:

See attached contract

Status:

The District has participated in this program for many years. This agreement will allow schools within this district to schedule and participate in their program.

Presenter:

Don Beno

Other People Who Might Be Present Staff

Cost &/or Funding Sources None to District, costs are borne by schools/donations.

Recommendation:

That the Board approve the Memorandum of Understanding for participation by the District schools in the Sly Park Environmental Education Center for 2018-19.

Time: 3 mins.



Sly Park Environmental Education Center
5600 Sly Park Rd.
Pollock Pines, CA 95726
916-228-2485
slypark@scoe.net

Date: May 23, 2018

To: Superintendent Don Beno
River Delta Unified School District

From: Kris Pamintuan, Director
Sly Park Environmental Education Center

Please sign and return the enclosed Memorandum of Understanding (MOU) to allow schools in your district to participate in the Sly Park program for the 2018/19 school year. Additionally, the Sacramento County Office of Education (SCOE) requires that your district provide a copy of your Certificate of Liability Insurance for our records naming SCOE as the insured. We must receive both of these documents, no less than 60 days prior to your trip, in order for your district/school(s) to attend Sly Park.

Please return both of the documents as soon as possible. Send to:

Sly Park Environmental Education Center
5600 Sly Park Road
Pollock Pines, CA 95726

A copy of the signed MOU and all further correspondence regarding 2018/19 participation will be sent directly to the schools. If you have any questions please call me at (916) 228-2485.

Thank you!

Memorandum of Understanding

This memorandum of understanding is entered into between Sacramento County Office of Education's Sly Park Environmental Education Center and River Delta Unified School District (District)

Whereas Sacramento County Office of Education (SCOE) runs the Sly Park Environmental Education Center (Sly Park), which is located approximately 60 miles East of Sacramento in the Sierra Nevada Mountains, at approximately 3500 feet in forested foothill terrain; and

Whereas Sly Park provides outdoor science learning experiences to thousands of elementary school students every year in all weather conditions (including rain, snow, and ice), and is certified by the California Outdoor School Association; and

Whereas, District desires to offer its students participation in such program;

Accordingly, SCOE and District agree as follows:

Section I – District Responsibilities

The District shall:

- A. Comply with the terms of this Agreement and the rules and regulations of SCOE and Sly Park, as well as the rules and regulations of the USDA Forest Service, and all applicable County, State, and Federal laws. The District shall also require participating District schools to comply with this Agreement, the rules and regulations of the USDA Forest Service, and all applicable County, State, and Federal laws.
- B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
- C. Provide and maintain during the District schools' stay on the Sly Park Campus, one (1) certificated teacher for every 34 students from the participating school.
- D. Provide adequate adult supervision for any children in attendance by maintaining an adult chaperone to child ratio of one (1) adult for every 12 children; this shall include 1 female chaperone for every 12 female participants and 1 male chaperone for every 12 male participants.
 - a. The District may utilize high school students, age 16-18, as chaperones, but the minor chaperones may not account for more than 50% of the 12:1 male or female chaperone ratio.
- E. Ensure that each District school teacher, adult chaperone, and minor chaperone is available to assist in supervising students, at the direction of the Sly Park Director. In the event that a teacher or chaperone is not available, SCOE/Sly Park reserves the right to hire a SCOE approved individual to assist in supervision. Costs incurred for supervision services will be the responsibility of the District.

- F. Require District employees and adult chaperones having contact with District students participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
- G. Agree to pay full program rate for adults/chaperones residing on campus, who are not acting as a certificated teacher or chaperone as outlined in Paragraphs C or D above or who are in excess of the appropriate ratio expressed therein.
- H. Ensure students are adequately prepared for resident life on the Sly Park Campus, including the possibility of inclement weather. Each chaperone, staff, and student must furnish a sleeping bag, or blankets and sheets, as well as clothing appropriate for hiking activities and weather. Suggested supplies are included in **Exhibit A – Sly Park Packing List**.
- I. Ensure that the parent/guardian of each registered student completes and signs all required forms, included in **Exhibit B – Student Registration Form and Medication Authorization Form**.
- J. Provide medical care and/or medication administration to District students while on the Sly Park campus in accordance with District procedures. Sly Park staff will not be responsible for administration of medication to students.
- K. Adhere to the Sly Park Visitor Policy included in **Exhibit C – Sly Park Visitor Policy**.
- L. Ensure that District’s chaperones, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park campus.

Section II – SCOE/Sly Park Responsibilities

SCOE/Sly Park shall:

- A. Provide an open enrollment period for schools/districts wishing to reserve space at Sly Park which is equitable and on a first-requested, first-reserved basis.
- B. Provide an Outdoor Environmental Education Program, including Curriculum and Outdoor Activities led by certificated instructors.
- C. Provide lodging and food for students, chaperones, and District teachers participating in accordance with the adult to student ratios outlined in Paragraphs I.C and I.D above.
- D. Through the Sly Park Director, enforce laws and policies applicable to District students, staff, and chaperones attending Sly Park Environmental Education Program.
- E. Upon availability, accept requests to increase a District school’s student attendance by an amount of up to 10% of the school’s original reserved number of students when such request is made in writing ten (10) business days prior to arrival.

Section III – Campus Condition

The District schools shall leave the Sly Park campus in the same condition as when it arrived and shall reimburse Sly Park for actual costs of any repairs necessitated by damage caused by the District’s schools, pupils, chaperones, teachers, or other persons attending Sly Park in conjunction with the participating District school. Damage may result in Sly Park denying the District or the school future opportunities to participate in Sly Park programs. This paragraph does not apply to reasonable wear and tear to the campus, as determined by the Sly Park Director.

Section IV – Payment

- A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$20.00 per reserved student (\$50.00 per student for programs taking place on a Saturday or Sunday). Deposit will secure a reservation at Sly Park and will be applied to final invoice. Deposits not paid by **January 30, 2018** for Sly Park visits occurring between August 1 and December 31, 2018 and by **April 30, 2018** for Sly Park visits occurring between January 1 and June 15, 2019 or within 40 days of mailing of Deposit Invoice are subject to reservation cancellation by Sly Park.
- B. Schools can make alterations to their reserved student number at any time prior to **May 1, 2018** for Sly Park visits occurring between August 1 and December 31, 2018 and prior to **September 30, 2018** for Sly Park visits occurring between January 1 and June 15, 2019.
- C. The District shall be billed, and agrees to pay, for the actual number of students who attend Sly Park, unless that number is less than 90% of the number of students reserved as of the established deadline for changes, in which case the District shall pay that amount (i.e., the amount equal to 90% of the number of students reserved as of the established deadline for changes).
- D. Programs receiving exclusive use of the facility will be billed an amount reflecting a minimum attendance of 75 persons, regardless of the number actually attending.
- E. Program costs for 2018/19 school year are to be as follows per student and adult/chaperone in excess of ratio outlined in Section I, Paragraph D:
 - a. 5 Day / 4 Night Program: \$235.00
 - b. 4 Day / 3 Night Program: \$200.00
 - c. 3 Day / 2 Night Program: \$165.00
- F. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.
- G. Send all deposits and payments to the following address:

Sacramento County Office of Education
Attn: Financial Services
PO Box 269003
Sacramento, CA 95826-9003
- H. Should the District, or participating school, regardless of reason, make a decision to cancel a reservation which has been confirmed with a deposit, the District shall be billed and agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students. SCOE will try to accommodate requests to reschedule subject to availability.

Section V – Indemnification

- A. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless SCOE/Sly Park, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law.
- B. To the fullest extent allowed by law, SCOE/Sly Park shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by SCOE/Sly Park or its directors, officers, agents,

employees, volunteers, or guests arising from SCOE/Sly Park's duties and obligations described in this Agreement or imposed by law.

- C. This section shall survive the termination of this Agreement.

Section VI – Force Majeure

Notwithstanding any language herein to the contrary, neither party shall be liable for any failure in the performance of this agreement when such failure is due to causes beyond its reasonable control, including but not limited to natural disasters, floods, fires, acts of God, government orders or any other force majeure event.

Section VII – Insurance

- A. District shall maintain in full force and effect during program and occupation of Sly Park a comprehensive general liability insurance policy in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. All insurance policies shall name SCOE, its officers, employees, and agents, as additional insured.
- B. District shall furnish Sly Park with a copy of proof of insurance prior to District's occupancy of Sly Park.

Section VIII- Term

This agreement shall be deemed effective upon execution by both parties and will remain in effect until June 30, 2019.

Section IX – Non-Assignment

This Agreement may not be transferred or assigned without the express written consent of SCOE.

Section X – Nondiscrimination

Any service provided by either party pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

Section XI – Independent Agents

District and its agents, employees, and volunteers, shall act as independent agents in the performance of this Agreement, and not as an agent of SCOE.

Section XII – Entire Agreement and Amendment Thereto

Exhibits A-C are incorporated herein and are deemed part of this MOU. Including these incorporated documents, this MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties.

Section XIII - Notice

All notices shall be deemed to have been given when made in writing and delivered, faxed or mailed to the respective representatives of District and SCOE at their respective addresses or fax numbers as follows:

Sly Park Environmental Education Center
5600 Sly Park Rd.
Pollock Pines, CA 95726
Tel: 916-228-2785
Fax: 530-644-2670
Email: slypark@scoe.net

River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651
Tel: 707-374-1700
Fax: 707-374-2995
Email: dbeno@rdusd.org

Section XIV - Execution of Agreement


This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Upon signature, the duly authorized representatives of each party agree to the above statements of understanding.

Sacramento County Office of Education
10474 Mather Blvd
Sacramento, CA 95826

River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651

Kris Pamintuan Date
Director
Sly Park Environmental Education Center

 6/4/18
Don Beno Date
Superintendent



Sly Park Environmental Education Center
5600 Sly Park Road
Pollock Pines, CA 95726
916-228-2485

Sly Park Environmental Education Center Visitor Policy

School Principals, Vice Principals, Counselors, Dare Officers, and other school or district personnel are welcome to visit Sly Park Environmental Education Center (Sly Park) during the week their school's students are on site.

No parents other than approved Sly Park chaperones may visit Sly Park during the week their child's school is on site.

All visitors must call ahead of time to arrange their visit. Visitors must check in at the office and wear a "Visitor" badge while on site.

Teachers may have family members visit the Sly Park Environmental Education Center under the following conditions:

- Visitations must be prearranged with the Director of Sly Park Environmental Education Center at least two weeks prior to the school's visit.
- The Sly Park Environmental Education Center has not maxed out its occupancy.
- Family member visitations may only take place in Mountain Misery and/or the Dining Hall after visitors have signed in at the office.
- All visitors must wear a "Visitor" badge while on site.
- Visiting family member's children must be under the constant and direct supervision of *a parent or guardian other than the teacher*.
- Visiting family members may stay no longer than two hours at any one time.
- All visiting family members must leave the premises **prior to 6pm**. Overnight visits are not permitted.
- Any visiting teacher's family members staying for meals will be charged the following (per person):
Breakfast = \$5.00
Lunch = \$7.00
Dinner = \$10.00

The Sly Park Environmental Education Center staff reserves the right to revoke any and all visitations if the above-stated conditions are not adhered to, if the presence of family members creates a safety issue, or if the presence of family members is interfering with the teacher's ability to carry out their assigned duties.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: _____

From: Antonia Slagle, Principal of Isleton Elementary

Item Number: 10.23_

SUBJECT Request to approve an overnight field trip for Isleton Elementary 6th grade students to the Sly Park Environmental Education Center from February 4th-8th, 2019.

Action: _____
Consent Action: X
Information Only: _____

Background: This is an annual trip for the Isleton Elementary School 6th grade students. The school uses process from fundraisers, community donations, and parental donations to fund the student participation fee.

Status: The students are requesting the permission of the RDUSD Board of Education to travel to the Sly Park Environmental Education Center in Pollock Pines, CA for 5 days and 4 nights.

Presenter: Antonia Slagle, Principal

Other People Who Might Be Present:

Cost &/or Funding Sources

Participation fee and transportation cost per student is \$235.00. This cost will be funded by parent/community/PTA donations and fundraising.

Recommendation:

That the RDUSD Board of Education approves the 6th grade class at Isleton Elementary to travel to the Sly Park Environmental Education Center in Pollock Pines, CA from February 4-8, 2019

Time: _____ 2 mins. _____

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: _____

From: Carrie Norris

Item Number: 10.24

SUBJECT

Request to approve an overnight field trip for Walnut Grove Elementary 5th and 6th grade students to the Sly Park Environmental Education Center from May 13– May 17, 2019.

Action: _____
Consent Action: X
Information Only: _____

Background:

This is a trip that the Walnut Grove Elementary School 5th and 6th grade students take every other year. The school uses proceeds from fundraisers, community donations, and parental donations to fund the student participation fee and transportation expenses.

Status:

The students are requesting the permission of the RDUSD Board of Education to travel to the Sly Park Environmental Education Center in Pollock Pines, CA for 5 days and 4 nights.

Presenter: Carrie Norris, Principal

Other People Who Might Be Present: N/A

Cost &/or Funding Sources

Participation fee and transportation cost per student is \$250.00. This cost will be funded by parent/community/PTA donations and fundraising.

Recommendation:

That the RDUSD Board of Education approves the 5th and 6th grade classes at Walnut Grove Elementary School to travel to the Sly Park Environmental Education Center in Pollock Pines, CA from May 13 – May 17, 2019.

Time: 2 mins. _____

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2015

Attachments: X

From: Don Beno, Superintendent

Item Number: 10.25

SUBJECT

Request approval to apply for the FY 2018 PWA Diversity in
Action (PWA-DIA) Pilot Project

Action:

Consent Action: X

Information Only:

Background:

The purpose of this project is to show rural high school students that agriculture is more than just farming. It will provide a hands on opportunity to see how a food product is developed.

Rio Vista High School students will produce a shelf stable fruit snack made in part with fruit from a local orchard in their school district. The introduction and final presentation of the project will be done at the high school. The actual making of the product will be done in a one day field trip to WRRRC for a group of 6-8 selected students.

Presenter: Don Beno, Superintendent

Other People Who Might Be Present: Staff

Cost &/or Funding Sources

No cost to the district

Recommendation:

That the Board grants approval to apply for the Agricultural Grant for the 2018-2019 school year

Time: 2 mins.

FY 2018 PWA DIVERSITY IN ACTION (PWA-DIA) PILOT PROJECT

OBJECTIVES

- All Proposals **must have strong Diversity components** that will:
 - Expand the Area's efforts to apply new and viable approaches to reach K-12 schools, universities/colleges, minority serving institutions, and underserved communities;
 - Aid underserved groups in accessing natural resource programs, activities, and services; or to reach a new population that has not yet been previously served;
 - Recognize PWA location(s) that develop **innovative** and **creative** diversity outreach programs/events/activities targeting low participating students in schools (K-12 schools, universities/colleges, and minority serving institutions), and underserved communities; and the
 - Impact must increase the awareness of science, technology, engineering, and mathematics (STEM) and promote the significant role of ARS to these students and underserved communities.

PROGRAM SPECIFICATIONS

- This program is not a substitute for pursuing normal diversity and inclusion activities, through normal program delivery.
- Only **one** nomination per location will be accepted for consideration.
- Nominations must be completed using the appropriate form (See Attached)
- Nominations must have the required signature by the RL/CD/LD, as appropriate.
- Nominations **must be received** by the Area Office no later than June 1, 2018.
- Grant recipients must obligate their project funds **no later than September 30, 2018**.
- Projects must be completed **no later than December 31, 2018**

AWARDS PROCESS

1. Complete the Nomination Package (See Attached)
2. **Nomination Deadline: June 1, 2018**
3. Selections: Area Director's Leadership Staff
4. **Winners Notified: June 15, 2018**

Award(s): 3 - \$1,000/Grants

FY 2018 PWA DIVERSITY IN ACTION (PWA-DIA) PILOT PROJECT

NOMINATION PACKAGE			
Project Title:			
Project Summary:	Summarize your project with a clear/concise statement (e.g., who, what, when, where and how?)		
Statement of Purpose:	Include goals, a compelling, logical reason why the project should be supported, and justification why PWA should be involved in this activity.		
Approach:	Method or process of accomplishing goals/objectives, include descriptions of any innovative/creative features of the project/outline activities, provide names of key staff and their project function, partner organizations/collaborators.		
Budget and Timeline:	Provide an estimated budget of how you will use the funds, including any materials, supplies or equipment that you may need to be purchased. Also include the estimated amount of time needed to complete this project. <ul style="list-style-type: none"> Projects funds must be obligated by September 30, 2018. Projects must be completed by December 31, 2018. 		
Diversity Impact:	Include impact both inside and outside of PWA that will strengthen and enhance diversity activities; describe both short-term/long-term outcomes of the project.		
Approved By:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Name (RL/CD/LD – Signature)</td> <td style="width: 30%;">Date</td> </tr> </table>	Name (RL/CD/LD – Signature)	Date
Name (RL/CD/LD – Signature)	Date		

INSTRUCTIONS:

- Nomination **MUST BE ONE PAGE ONLY *and* FIT ON THIS APPLICATION (fill out the following blank form)**
- Nomination **MUST BE TYPED**
- Nomination must be approved for submission by the RL/CD/LD
- Nomination must be submitted by the deadline: **June 1, 2018**
- Nominations will be evaluated using the scoring rubric below
- Submit Nominations to: jan.lewis@ars.usda.gov

Scoring Rubric	1	2	3
Supports the mission of the USDA	Project does not increase public awareness or participation in the mission of the USDA	Participants have an increased knowledge of the USDA mission and are served by the project	Participants understand the mission of the USDA and have a role in working toward the goals of the agency
Innovation and Creativity	Proposed project is not novel	Proposed project is somewhat novel	Proposal project is novel and creative
Clarity of Approach	Approach is unclear	Approach is somewhat clear	Approach is very clear
Budget/Timeline (See Above)	Poor use of budget and unreasonable timeline	Budget or timeline are moderately reasonable	Reasonable budget and timeline
Potential Diversity impact	Limited diversity impact and/or only reaches a few people	Moderate diversity impact on a few or a limited diversity impact on many	Proposed project has a strong, broad impact on diversity

FY 2018 PWA DIVERSITY IN ACTION (PWA-DIA) PILOT PROJECT

NOMINATION PACKAGE			
Project Title:	Agricultural Research Product Development.		
Project Summary:	<p>Rio Vista High School students will produce a shelf stable fruit snack made in part with fruit from a local orchard in their school district.</p> <p>The introduction and final presentation of the project will be done at the high school. The actual making of the product will be done in a one day field trip to WRRC for a group of 6-8 selected students.</p> <p>This project is being submitted (and administered if funded) by Don Olson, a Food Technologist with the Healthy Processed Food Research Unit of WRRC.</p>		
Statement of Purpose:	<p>The purpose of this project is to show rural high school students that agriculture is more than just farming. It will provide a hands on opportunity to see how a food product is developed.</p> <p>Having worked at WRRC for over 20 years it is clear to me that very few people in the delta region, including farmers, even know that WRRC exists, let alone the type of work that is done here. This is a good opportunity for WRRC (and PWA) to get introduced to the Delta farming region.</p>		
Approach:	<p>The project will be presented to Rio Vista High School Ag students. A group of students will be selected to work on and film the project. Once completed the students will do a presentation to the other students about the project.</p> <p>A fruit base with pears from a local orchard will be used. The pears will be dried to a powder and combined with other powdered fruit and fruit concentrate mixed and formed into a shelf stable fruit product. The students will do the flavor concept as well as the drying and forming. The students will check the product's water activity and package the product to ensure shelf stability. The RVHS graphic arts class will design a label for the product.</p>		
Budget and Timeline:	<p>The funds will be dedicated to ingredients, packaging and labels Fruit puree \$250, fruit concentrate \$350, Flavors \$100, packaging \$100 labels \$40 and the remaining \$160 will be used to cover shipping and other miscellaneous costs.</p> <p>The project will start in October with a presentation to the class and selection of the students and ordering of supplies. Selection of the product flavor combinations will be done by the class in October. The drying and forming with filming will be done in a one day trip to WRRC with the selected students. The presentation with the edited film will be presented to the class in November.</p>		
Diversity Impact:	<p>Rio Vista High School is a small Rural high school that is part of the River Delta Unified School District. The population of the district is 31.8% english learner and 58.5% Socioeconomically disadvantaged. The student population is made up of many different ethnicities with the majority of students identifying as Hispanic /Latino.</p>		
Approved By:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;">Name (RL/CD/LD – Signature)</td> <td style="width: 30%; padding: 5px;">Date</td> </tr> </table>	Name (RL/CD/LD – Signature)	Date
Name (RL/CD/LD – Signature)	Date		

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: _____

From: Don Beno, Superintendent

Item Number: 10.26

SUBJECT Donations

Action: _____
Consent Action: x
Information Only: _____

Background:

Donations to Receive and Acknowledge:

Rio Vista High School – Incentive Fund

Will & Tina Heryford

Rio Vista High School – Class of 1968

Ajay Avery - \$100

L & S Del Chiaro - \$150

Ellen and Gary Price - \$100

James Woodruff - \$250

Rose M. Lyon - \$100

Alan and Mary Shearer - \$50

Marcy Coglianesse - \$100 in memory of "Mr. Cog."

Kathryn Tussy - \$50

Cynthia and Robert Perazzo - \$100

Clark Tepella - \$500

Rio Vista High School – Joseph Turk Memorial Scholarship

Nancy Holt

Rio Vista High School – 2018 Scholarship Fund

Katy Maghoney

Do Morrow

Riverview Middle School

Beth Brockhouse - \$51.28

Isleton Elementary School – Cross Country Supplies

Isleton Lions Club - \$150

Robinsons on the Run, LLC - \$100

Isleton Elementary School

Box Tops for Education - \$57.40

Presenter Don Beno

Other People Who Might Be Present Staff

Cost &/or Funding Sources

Recommendation:

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

Time: 2 mins.

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Don Beno, Superintendent

Item Number: 11

SUBJECT

Request to approve the *second and final reading* of the updated or new Board Policies, Administrative Regulation and or Exhibits due to new legislation or mandated language and citation revisions as of March 2018 as well as revised AR 5121.

Action: X

Consent Action:

Information Only:

Background:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District policies, regulations and exhibits. AR 5121 has been revised to reflect the changes in our grading practices to align with the California Department of Education State Standards.

Status:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to March 2018 which need to be approved for *second and final reading*.

These policies, etc., were submitted for the first reading at the May 8, 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 March 2018 and AR 5121 as submitted.

Time: 5 mins.

POLICY GUIDE SHEET
March 2018
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 1312.3 - Uniform Complaint Procedures

(BP/AR revised)

Policy updated to list all state and federal programs subject to the uniform complaint procedures (UCP) as specified in the Federal Program Monitoring instrument, reflect **NEW LAW (AB 699)** which includes immigration status as a prohibited basis for discrimination, and reflect **NEW LAW (AB 365)** which authorizes the use of UCP for alleged noncompliance with certain educational rights of children of military families. Policy also revised to clarify that, although complaints of employment discrimination are not subject to UCP, the district has an obligation to investigate such complaints using other district procedures. Regulation updated to reflect a requirement in AB 365 that the annual UCP notice include the educational rights of children of military families. Regulation also clarifies that any individual, public agency, or organization may file a complaint alleging violation of law regarding applicable state or federal programs, and deletes references to Office of Civil Rights resources on sexual violence which have been withdrawn.

AR 3230 - Federal Grant Funds

(AR revised)

Regulation updated to clarify that any federal formula or discretionary grant funds awarded to the district, including a federally funded child nutrition program according to **NEW LAW (SB 544)**, must comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Regulation also reflects **NEW FEDERAL REGULATION** (82 Fed. Reg. 22609) which delays, until July 1, 2018, the date by which districts must comply with the procurement standards in the Uniform Guidance.

AR 3514.2 - Integrated Pest Management

(AR revised)

Regulation updated to clarify the applicability of integrated pest management requirements to child care facilities, delete an outdated date by which the annual training requirement became effective, and add requirement for pesticide-specific training. Regulation also reflects **NEW STATE REGULATION** (Register 2017, No. 45) which prohibits growers from making certain agricultural pesticide applications within one-quarter mile of a school site between 6:00 a.m. and 6:00 p.m. on weekdays and requires such growers to annually notify the principal regarding pesticides it expects to use during the year.

BP/AR 3551 - Food Service Operations/Cafeteria Fund

(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 250)** which requires districts to make their meal charge policy public and ensure that students with unpaid meal fees are not shamed or treated differently than other students. Section on "Procurement of Foods, Equipment, and Supplies" reflects **NEW LAW (SB 730)** which requires the California Department of Education (CDE) to provide information about the Buy American provision, **NEW LAW (AB 822)** which requires a preference for California-grown agricultural products with specified exceptions, and **NEW LAW (SB 544)** which clarifies that procurements in federally funded nutrition programs are subject to the procurement standards of the federal Uniform Guidance. Regulation updated to reflect provisions of SB 250 which require districts to notify parents/guardians within 10 days of a negative balance in their child's school meal account and to exhaust all options to enroll the student in the free and reduced-price meal program if he/she is eligible. Regulation also adds new section reflecting **NEW LAW (SB 557)** which authorizes donation of unused, unopened foods to a food bank or other nonprofit charitable organization.

POLICY GUIDE SHEET

March 2018

Page 2 of 3

BP/AR 3553 - Free and Reduced Price Meals

(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 138)** which requires districts to apply by September 1, 2018, for a federal universal meal service for "very high poverty schools," as defined, for the purpose of providing breakfast and/or lunch free of charge to all students enrolled at the school. An exception exists for districts whose board adopts a resolution stating the district is unable to comply due to fiscal hardship. Regulation updated to reflect a provision of SB 138 which requires direct certification of students' eligibility for free or reduced-price meals based on their Medi-Cal participation. In both BP and AR, section related to confidentiality and allowable purposes for sharing students' free and reduced-price meal eligibility information revised to reflect the elimination of Title I program improvement.

BP 4111/4211/4311 - Recruitment and Selection

(BP revised)

Policy updated to expand discussion of possible recruitment incentives, including subsidized housing programs for teachers and other employees and **NEW LAW (AB 99)** which establishes the California Educator Development grant program to assist districts with attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders. Policy also reflects **NEW LAW (AB 168)** which prohibits districts from seeking salary history information about an applicant and from relying on salary history information as a factor in determining whether to offer employment or the salary to offer an applicant, unless the salary information is disclosable under state or federal law or the applicant voluntarily discloses the information without prompting.

BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment

(BP/AR revised)

Policy updated to provide a strong statement of the board's commitment to provide a safe work environment that is free of sexual harassment and intimidation and to align the process for filing complaints of sexual harassment with AR 4030 - Nondiscrimination in Employment. Regulation updated to reflect **NEW LAW (SB 396)** which requires districts to post a Department of Fair Employment and Housing poster on transgender rights and, if the district has 50 or more employees, to provide training to supervisors regarding harassment based on gender identity, gender expression, and sexual orientation.

AR 4161.1/4361.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to reflect **NEW LAW (SB 63)** which extends the requirement to grant parental leave to an eligible employee for the purpose of bonding with a child after the birth, adoption, or foster care placement of the child to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed. Regulation also updated to reflect **NEW LAW (SB 731)** which entitles an employee who is a military veteran or current member of the California National Guard or federal reserve component to 10 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later.

AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1556)** which deletes gender-specific references with regard to pregnancy disability leave and clarifies that all employees are protected against pregnancy discrimination regardless of their gender identity. Regulation also reflects **NEW LAW (SB 63)** which extends the requirement to grant parental leave to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

POLICY GUIDE SHEET
March 2018
Page 3 of 3

AR 4261.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to reflect **NEW LAW (SB 63)** which extends the requirement to grant parental leave to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed. Regulation also updated to reflect **NEW LAW (SB 731)** which entitles an employee who is a military veteran or current member of the California National Guard or federal reserve component to 12 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later.

BP/AR 5022 - Student and Family Privacy Rights

(BP/AR revised)

Policy updated to add options formerly in AR regarding the disclosure of students' personal information for marketing purposes. Policy also reflects state law which prohibits the collection of social security numbers or the last four digits of social security numbers for such purposes and **NEW LAW (AB 699)** which prohibits the collection of information regarding the citizenship or immigration status of students or their families. Regulation reflects **NEW LAW (AB 677)** which prohibits the removal of questions pertaining to sexual orientation and/or gender identity from a voluntary survey that already contains such questions.

BP/E 5145.6 - Parental Notifications

(BP/E revised)

Policy updated to reflect federal law applicable to districts participating in certain federal programs which requires that parental notifications be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand. Policy also revised to reflect state law requiring that parental notifications be written in the primary language, in addition to English, whenever 15 percent or more of the students enrolled in a school speak a single primary language other than English. Exhibit updated to reflect notices required by **NEW LAW**, including notices related to students' right to a free public education regardless of immigration status or religious beliefs (**AB 699**), the employee code of conduct related to employee interactions with students (**AB 500**), the district's meal payment policy (USDA Memorandum SP-23-2017), a student's identification as a long-term English learner (**AB 81**), a negative balance in a student's meal account (**SB 250**), educational rights of children of military families (**AB 365**), and any excessive level of lead found in drinking water (**AB 746**). Two legal cites renumbered pursuant to federal law and regulations.

BP 6162.5 - Student Assessment

(BP revised)

Policy updated to reflect **NEW LAW (AB 1035)** which addresses the use and purpose of interim and formative assessments that are part of the California Assessment of Student Performance and Progress, prohibits their use for high-stakes purposes as defined, and requires that teachers who administer the assessments have access to all pertinent functions and information.

BP/AR 6171 - Title I Programs

(BP revised)

Policy updated to address (1) the requirement to use federal Title I funds to supplement, not supplant, funds available from state and local sources; (2) use of the district's local control and accountability plan to fulfill requirements for the Title I local educational agency plan; and (3) methods for demonstrating the comparability of services between Title I and non-Title I schools. Regulation updated to reflect amendments by the Every Student Succeeds Act related to schoolwide programs, targeted assistance programs, and participation by private school students.

CSBA Sample Board Policy

Community Relations

BP 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Note: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 **mandates** districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. Pursuant to 5 CCR 4610, **districts are required to adopt a uniform system of procedures that meets the UCP must meet** specified requirements for investigating and resolving complaints alleging (1) noncompliance with state and federal laws and regulations governing educational programs; (2) noncompliance with state law prohibiting the charging of student fees; ~~or~~ **and** (3) unlawful discrimination (such as discriminatory harassment, intimidation, and bullying). Although some bullying incidents may not fall within the provisions of 5 CCR 4610, BP 5131.2 - Bullying strongly recommends that districts use the UCP to investigate all bullying incidents, regardless of whether there is an allegation of discriminatory bullying, to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. After investigation, bullying incidents found to involve unlawful discrimination would then be resolved using the UCP. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with the accompanying administrative regulation.

Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan. For plan requirements, see BP/AR 0460 - Local Control and Accountability Plan. In addition, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students; educational rights of foster youth, homeless students, **and** former juvenile court school students, **and children of military families**; assignment of students to courses without educational content; and physical education instructional minutes, as specified in items #3 and #6-~~10-9~~ below. Finally, a district should adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging retaliation in response to a complaint.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1; and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title II of the Americans with Disabilities Act (20 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000e-17), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). OCR has issued guidance describing federal requirements for discrimination complaint procedures. OCR requires such procedures to be "prompt and equitable." The factors OCR examines to evaluate each district's procedures are specified in the accompanying administrative regulation, including whether and how the procedures (1) provide notice of the procedures to the district's students, parents/guardians, and employees; (2) ensure adequate, reliable, and impartial investigation of complaints; (3) contain reasonably prompt timeframes for major stages of the complaint process; (4) provide notice to the complainant of the resolution of the complaint; and (5) provide an assurance that action will be taken to prevent recurrence of any discrimination found and to correct its effects.

UNIFORM COMPLAINT PROCEDURES (continued)

CSBA staff received feedback and comments from representatives of CDE and OCR regarding this policy and the accompanying administrative regulation. As a result, the sample policy and regulation have been drafted to go beyond the requirements of California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on the samples, **The following policy and accompanying administrative regulation reflect all components required by law and are consistent with CDE's Sample UCP Board Policies and Procedures and the FPM instrument.** CSBA believes that the additional details provided herein may help school districts and county offices of education during a compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

Note: The FPM process includes a review of the district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. Item #1 lists all programs identified on the FPM instrument and should be revised to reflect the programs offered by the district. If the district does not list all such programs in its policy, it is required to comment in the FPM which programs and activities are not in operation.

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, ~~after s~~**School e**Education and ~~s~~**Safety** programs, **agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, migrant education,** career technical and technical education and training programs, child care and development programs, child nutrition programs, **compensatory education, special education programs,** consolidated categorical aid programs, **Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs,** and any other district-implemented program which is listed in Education Code 64000(a) ~~(5 CCR 4610)~~

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5131.62 - Tobacco)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 5148 - *Child Care and Development*)
(cf. 5148.2 - *Before/After School Programs*)
(cf. 5148.3 - *Preschool/Early Childhood Education*)
(cf. 6159 - *Individualized Education Program*)
(cf. 6171 - *Title I Programs*)
(cf. 6174 - *Education for English Learners*)
(cf. 6175 - *Migrant Education Program*)
(cf. 6178 - *Career Technical Education*)
(cf. 6178.1 - *Work-Based Learning*)
(cf. 6178.2 - *Regional Occupational Center/Program*)
(cf. 6200 - *Adult Education*)

Note: As amended by AB 699 (Ch. 493, Statutes of 2017), Education Code 200, 220, and 234.1 expressly include immigration status as a prohibited basis for discrimination in district programs and activities. See BP 0410 - Nondiscrimination in District Programs and Activities.

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, age, religion, marital **status**, pregnancy, ~~or~~ parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - *Nondiscrimination in District Programs and Activities*)
(cf. 5145.3 - *Nondiscrimination/Harassment*)
(cf. 5145.7 - *Sexual Harassment*)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - *Married/Pregnant/Parenting Students*)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - *Fees and Charges*)
(cf. 3320 - *Claims and Actions Against the District*)

UNIFORM COMPLAINT PROCEDURES (continued)

Note: Item #5 below is ~~mandated~~ pursuant to Education Code 52075.

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

Note: Items #7-8 are for use by districts that maintain high schools.

As amended by AB 365 (Ch. 739, Statutes of 2017), Education Code 51225.1 and 51225.2 authorize the use of the UCP for any complaint alleging the district's noncompliance with specified educational rights of children of military families.

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, **a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the district after his/her second year of high school**, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

Note: Item #8 below is for districts maintaining high schools. Education Code 51225.1-51225.2, as amended by AB 2306 (Ch. 464, Statutes of 2016), provide that complaints of noncompliance with specified requirements related to the educational rights of former juvenile court school students, as defined, may be filed in accordance with the UCP.

8. ~~Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board imposed graduation requirements (Education Code 51225.1, 51225.2)~~

- 9. 8.** Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student **in grades 9-12** to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

- ~~10.~~ **9.** Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

Note: 5 CCR 4621 **mandates** that district policy ensure that complainants are protected from retaliation as specified in item #~~11~~-**10** below.

- ~~11.~~ **10.** Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

Note: Pursuant to 5 CCR 4610, a district may, at its discretion, use the UCP to investigate and resolve other complaints.

- ~~12.~~ **11.** Any other complaint as specified in a district policy

Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. The following **optional** paragraph provides for a neutral mediator and should be revised to reflect district practice.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any

UNIFORM COMPLAINT PROCEDURES (continued)

complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

Note: The following paragraph is **mandated** pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Note: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is ever investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

Note: 5 CCR 4611 details complaint issues that are not subject to the UCP. Such issues include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints.

UNIFORM COMPLAINT PROCEDURES (continued)

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

Note: ~~In addition to complying with item #3 below, a district is required to promptly investigate any allegation of discrimination in employment it receives, pursuant to 2 CCR 11023. For procedures related to complaints of discrimination in employment, see AR 4030 - Nondiscrimination in Employment.~~

- ~~3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.~~

- ~~4.~~ **3.** Any complaint alleging fraud shall be referred to the **Legal, Audits and Compliance Branch of the** California Department of Education.

Note: **Complaints of employment discrimination are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the Department of Fair Employment and Housing (DFEH). See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.**

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Note: Education Code 35186 requires the district to use the UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

~~In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve a~~ Any complaint related to sufficiency of textbooks or instructional

UNIFORM COMPLAINT PROCEDURES (continued)

aterials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments **shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures.** (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

33380-33384 California Indian Education Centers

35186 Williams uniform complaint procedures

44500-44508 California Peer Assistance and Review Program for Teachers

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, **and** former juvenile court school students, **and military-connected students**; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52462 Career technical education

52500-52616.24 Adult schools

54000-54029 Economic Impact Aid

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56865 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

HEALTH AND SAFETY CODE

104420 Tobacco-Use Prevention Education

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6576 Title I basic programs

6801-7014 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

CSBA Sample Administrative Regulation

Community Relations

AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4687. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP).

Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt such policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, **and** former juvenile court school students, **and children of military families**; assignment of students to courses without educational content; and physical education instructional minutes, as specified in the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

Note: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and retaliation. During its Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the "lead compliance officer."

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal

UNIFORM COMPLAINT PROCEDURES (continued)

civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Superintendent
(title or position)
445 Montezuma Street, Rio Vista, CA 94571
(address)
(707) 374-1700
(telephone number)
UPC@rdusd.org
(email)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Note: 5 CCR 4621 **mandates** that the district's policy provide that employees responsible for compliance and/or for investigating and resolving complaints are knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. They must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful

UNIFORM COMPLAINT PROCEDURES (continued)

discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

Note: 5 CCR 4622 ~~mandates~~ **requires** the district to include specified information in ~~the required~~ **its** annual **UCP** notice ~~of its UCP~~ to students, parents/guardians, employees, and others. Education Code 51225.1-51225.2, as amended by ~~AB 2306 (Ch. 464, Statutes of 2016)~~ **AB 365 (Ch. 739, Statutes of 2017)**, require that the notice include information about specified educational rights of ~~former juvenile court school students~~ **children of military families** who transfer into the district after their second year of high school. Districts that do not maintain high schools may revise the following paragraph to delete notification ~~of~~ **related to** the rights of **homeless students**, former juvenile court school students, **and children of military families**.

During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below. A sample of the annual notice is available through the CDE web site. In addition, 28 CFR 35.107, 34 CFR 106.8, and 34 CFR 110.25 require the district to publish its complaint procedures covering unlawful discrimination.

The Superintendent or designee shall annually provide written notification of the district's UCP ~~including~~ **to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. The notification shall include** information regarding **the prohibition of discrimination, harassment, intimidation, and bullying;** unlawful student fees;**;** local control and accountability plan (LCAP) requirements;**;** and requirements related to the educational rights of foster youth, homeless students, ~~and~~ former juvenile court school students, **and children of military**

UNIFORM COMPLAINT PROCEDURES (continued)

~~families to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties.~~—(Education Code 262.3, 48853, 48853.5, **49010**-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(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: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), on or before July 1, 2017, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3—Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

~~The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district supported social media, if available.~~

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District Sponsored Social Media)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited English proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

UNIFORM COMPLAINT PROCEDURES (continued)

~~The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.~~

Note: During the FPM process, CDE staff will check the notice to ensure that it contains a summary of the complaint procedures as specified in items #1-4 below.
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The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

UNIFORM COMPLAINT PROCEDURES (continued)

- d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
- e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

Note: Education Code 52075 requires that information regarding LCAP requirements be included in the district's annual notification. See BP/AR 0460 - Local Control and Accountability Plan for details of the LCAP and specific requirements for its adoption and implementation.

- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

Note: Pursuant to Education Code 48853, 48853.5, and 49069.5, as well as 51225.1-51225.2 as amended by **AB 2306 (Ch. 464, Statutes of 2016)**, **AB 365 (Ch. 739, Statutes of 2017)**, the UCP notice must include information regarding certain educational rights of foster youth, homeless students, **and** former juvenile court school students, **and children of military families**, as provided in items #4h and i below. Pursuant to Education Code 48853.5, CDE is required to develop a standardized notice of the rights of foster youth in consultation with the California Foster Youth Education Task Force, and to make it available for dissemination by posting it on its Internet Web site.

- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

UNIFORM COMPLAINT PROCEDURES (continued)

- i. A foster youth, homeless student, ~~or~~ former juvenile court school student, **or child of a military family** who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:
- (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
 - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency
 - (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
- j. The complainant has a right to appeal the district's decision to **the** CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

Note: Pursuant to federal law, including 34 CFR 106.8, the district is required to establish "prompt and equitable" procedures for investigating and resolving complaints alleging unlawful discrimination. The following statement reflects OCR's interpretation of such provisions as requiring fairness and equity not just for a complainant but for a respondent as well.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with **the** CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

- k. The appeal to **the** CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

Note: **CDE staff will review the notice during the FPM process to** ~~Te~~ ensure that the public is made aware of ~~districts'~~ **the district's** obligation to provide copies of the UCP free of charge pursuant to 5 CCR 4622. ~~CDE staff review the notice during the FPM process.~~

- l. Copies of the district's UCP are available free of charge.

UNIFORM COMPLAINT PROCEDURES (continued)

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), on or before July 1, 2017, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

UNIFORM COMPLAINT PROCEDURES (continued)

District Responsibilities

Note: 5 CCR 4631 requires that UCP complaints be investigated and completely resolved within 60 calendar days of the receipt of the complaint. Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

Note: The following paragraph reflects recommendation by OCR to ensure equity in the resolution process of a complaint alleging unlawful discrimination and may be modified to reflect district practice.

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

Filing of Complaints

Note: Complaints filed under the UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, he/she must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

UNIFORM COMPLAINT PROCEDURES (continued)

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing ~~adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs~~ **the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP")** may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 **mandates** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees. Pursuant to Education Code 52075, anonymous complaints are permitted with regard to the LCAP, as long as evidence, or information leading to evidence, to support the allegation of noncompliance is provided in the complaint.

2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

UNIFORM COMPLAINT PROCEDURES (continued)

Note: OCR's Revised Sexual Harassment Guidance, Dear Colleague Letter: Sexual Violence, and Questions and Answers on Title IX and Sexual Violence indicates that if a complainant in a sexual harassment case requests that his/her name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. The OCR publications acknowledges that situations may exist in which a district cannot honor a student's request for confidentiality, but cautions that, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. Districts should consult legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault. These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. **The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.**

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

UNIFORM COMPLAINT PROCEDURES (continued)

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed **to upon** through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice.**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Note: In his/her investigation, the compliance officer should consider all relevant circumstances, such as how the misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

UNIFORM COMPLAINT PROCEDURES (continued)

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Note: In determining the truth of any allegation, the district should apply the correct standard of proof to the situation. For example, with allegations of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) or retaliation, OCR uses the "preponderance of the evidence" (more likely than not) standard. Any standard of proof that is more rigorous than required by law could subject a district to liability.

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Note: Pursuant to 5 CCR 4631, the district's written decision must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, and respondent if there is one, a written report, as

UNIFORM COMPLAINT PROCEDURES (continued)

described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

OPTION 2:

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Note: Pursuant to 5 CCR 4631, only a complainant has the right to receive a written report, and to file his/her complaint with the Board if dissatisfied with the compliance officer's decision. However, OCR has recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination, to ensure the process is equitable for all involved. Districts that selected Option 1 should delete reference to filing of a complaint with the Board in the following paragraph.

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting

UNIFORM COMPLAINT PROCEDURES (continued)

discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., an order that the alleged offender stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

Note: 5 CCR 4631 and guidance provided by OCR specify components that should be part of the district's decision. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident

UNIFORM COMPLAINT PROCEDURES (continued)

- d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law
 3. Disposition of the complaint
 4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. **How The manner in which** the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent

UNIFORM COMPLAINT PROCEDURES (continued)

- b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to **the** CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with **the** CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

UNIFORM COMPLAINT PROCEDURES (continued)

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

UNIFORM COMPLAINT PROCEDURES (continued)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Note: In its ~~Dear Colleague Letter: Sexual Violence from April 2011 and its Questions and Answers on Title IX and Sexual Violence from April 2014~~, OCR provides a detailed discussion of remedies for the broader campus community.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

Note: Generally, when a complaint is found to have merit, **an** appropriate **remedy** ~~corrective action~~ is provided to the complainant or other affected person. However, in certain instances, the law may require ~~corrective action~~ **a remedy** to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements, pursuant to Education Code 52075, and to noncompliance with required instructional minutes for elementary students' physical education, pursuant to Education Code 51223. Districts that do not maintain elementary schools should delete reference to physical education from the following paragraph.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

UNIFORM COMPLAINT PROCEDURES (continued)

Appeals to the California Department of Education

Note: 5 CCR 4632-4633 provide that any complainant may appeal the district's decision to CDE, as provided below. Pursuant to Education Code 49013, the district is **mandated** to adopt procedures that include the right to appeal to CDE, in accordance with 5 CCR 4632, when a complainant is dissatisfied with the district's decision on his/her complaint alleging noncompliance with the law that prohibits districts from requiring students to pay fees, deposits, or charges for their participation in educational activities. Such procedures are also **mandated** by Education Code 52075 with regard to complaints alleging noncompliance with requirements related to the LCAP.

Authority to appeal the district's decision is also available to a complainant who alleges noncompliance with laws regarding (1) the provision of reasonable accommodation to a lactating student; (2) the educational rights of foster youth, homeless students, **and** former juvenile court school students, **and children of military families**; (3) the assignment of a high school student to a course without educational content; and (4) the required instructional minutes for elementary students' physical education, as specified in items #3 and #6-~~10~~ **9** of the accompanying Board policy.

Any complainant who is dissatisfied with the district's final written decision **of a complaint regarding any specified federal or state educational program subject to the UCP** may file an appeal in writing with ~~the~~ CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

Note: ~~Pursuant to 5 CCR 4632-4633, an appeal to the CDE is only available to a complainant who is dissatisfied with the district's decision. However, OCR has recommended that the district extend the same right to a respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) who is dissatisfied with the district's decision, to ensure fairness for all parties involved. Although not required pursuant to 5 CCR 4631-4633, OCR recommends that the right to appeal the district's decision to CDE be extended to the respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) to ensure fairness for all parties involved. The following paragraphs reflect OCR's recommendation.~~

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with ~~the~~ CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and ~~whether~~ **how** the facts **of the district's decision** are incorrect and/or the law has been misapplied. The appeal shall be **sent to CDE with** ~~accompanied by~~ a copy of the **original** locally filed complaint and a copy of the district's decision **in that complaint**. (5 CCR 4632)

Upon notification by ~~the~~ CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to ~~the~~ CDE: (5 CCR 4633)

UNIFORM COMPLAINT PROCEDURES (continued)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by **the** CDE

Note: CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant alleges that he/she would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3230(a)

FEDERAL GRANT FUNDS

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, which governs the use of federal formula and discretionary grant funds awarded to districts. Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs.

Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), clarifies that districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326.

It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Note: 2 CFR 200.302 **mandates** that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure **of federal funds** in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the **federal grant** award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

Note: Pursuant to Education Code 42126, which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally

FEDERAL GRANT FUNDS (continued)

accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures. **In March 2016, the State Board of Education approved recommended changes to the California School Accounting Manual that reflect and reflects** the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

Note: Pursuant to 2 CFR 200.343, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

Note: 2 CFR 200.110, as amended by ~~80 Fed. Reg. 54407~~ **82 Fed. Reg. 22609**, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, ~~2017~~ **2018** or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are **mandated by 2 CFR 200.110** to document this decision in their procurement policies **and should revise the following paragraph accordingly**, as provided in the following paragraph. ~~Other districts should delete the date in the following paragraph.~~

~~On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance, the Superintendent or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant as well as any more restrictive state laws and district policies concerning the procurement of goods and services. When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.~~

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives,

FEDERAL GRANT FUNDS (continued)

consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 **mandates** that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out **of** the procurement process.

The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

Note: 2 CFR 200.67 permits districts to establish simplified procurement procedures for "micro-purchases," **defined**, as described in item #1 below. Pursuant to 48 CFR 2.101, the threshold for such purchases is \$3,500 except as otherwise specified, and will be periodically adjusted for inflation. Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

The "small purchases" limit under the Uniform Guidance (item #2 below) is \$150,000. However, the more restrictive California bid limits **in Public Contract Code 20111** and district procurement policies must be applied to define the "small purchase" requirements.

Any purchases above the California bid limits (see BP/AR 3311 - Bids) must follow California law.

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

FEDERAL GRANT FUNDS (continued)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available **exclusively** from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract **whose for which the** cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

Note: 2 CFR 200.213 restricts districts from procuring goods or services from entities that have been suspended or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management web site to determine whether a particular entity has been excluded.

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

Note: 2 CFR 200.319 **mandates** that districts have written procedures for procurement transactions that include the following components.

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and,

FEDERAL GRANT FUNDS (continued)

when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, and inventory of the equipment and continued use of the equipment after the program continues ceases to be supported by federal funds.

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

Note: 2 CFR 200.318 mandates that districts maintain written standards of conduct covering conflicts of interest and the performance of employees engaged in the selection, award, and administration of contracts.

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them

FEDERAL GRANT FUNDS (continued)

has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

Note: Pursuant to 2 CFR 200.302, districts are mandated to develop written procedures to implement the requirements of 2 CFR 200.305.
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The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

FEDERAL GRANT FUNDS (continued)

Personnel

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. The USDOE's Questions and Answers Regarding 2 CFR Part 200 confirms that compliance with the audit requirements in the Uniform Guidance (2 CFR 200.500-200.521) must begin with the audit of the district's first fiscal year starting on or after December 26, 2014. Thus, for districts whose fiscal year begins on July 1, the first audit subject to the Uniform Guidance would be for the fiscal year ending June 30, 2016. Pursuant to 2 CFR 200.512, the audit must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. For fiscal year ending June 30, 2016, the latest deadline is March 31, 2017.—Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513. District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are

FEDERAL GRANT FUNDS (continued)

exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

CSBA Sample

Administrative Regulation

Business and Noninstructional Operations

AR 3514.2(a)

INTEGRATED PEST MANAGEMENT

Note: **The following administrative regulation reflects the Healthy Schools Act of 2000** (Education Code 17608-17614; **Food and Agriculture Code 13180-13188**), which encourages the use of effective, least toxic pest management practices for the control and management of pests on **school campuses district properties and require the identification of an integrated pest management (IPM) coordinator and/or school site designee to carry out program requirements**. The California Department of Pesticide Regulation (DPR) has established an **integrated pest management (IPM)** program for use by school districts, including a model program guidebook, a template for an IPM plan, and a web site containing a comprehensive directory of resources describing and promoting the use of IPM practices.

Definitions

Integrated pest management (IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. (Education Code 17609; Food and Agricultural Code 13181)

(cf. 3510 - Green School Operations)

School site means any facility used as a child day care facility or for kindergarten, elementary, or secondary school purposes and includes the buildings or structures, playgrounds, athletic fields, vehicles, or any other area of property visited or used by students. (Education Code 17609)

Program Components

The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an **integrated pest management (IPM) program strategy** that incorporates effective, least toxic pest management practices.

The IPM coordinator shall prepare and **regularly annually** update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan shall include the name of the district and/or school IPM coordinator, the pesticides expected to be applied at the school site by district employees and/or pest control applicators, and a date that the plan shall be reviewed and, if necessary, updated. (Education Code 17611.5)

INTEGRATED PEST MANAGEMENT (continued)

The district shall use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment. Such pesticides shall only be used after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Food and Agricultural Code 13181)

Note: Pursuant to Education Code 17610.5, certain pesticides are exempt from the notification, recordkeeping, and reporting requirements of Education Code 17611 and 17612. The exempted products are listed in 3 CCR 6147 **and on the DPR's web site.**

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

Note: The following **section list** reflects IPM measures recommended by the DPR in its California School IPM Model Program Guidebook and **by the U.S. Environmental Protection Agency (EPA)** and **should may** be modified to reflect district practice.

The district's program shall include, but not necessarily be limited to, the following components:

1. Identifying and monitoring pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, property, or the environment.
2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazards that would indicate corrective action should be taken.
3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative cost-effective treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological methods. Cost or staffing considerations alone will not be adequate justification for the use of chemical control agents.
5. Selecting nonchemical pest management methods over chemical methods whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazardous effects to people and the environment.

INTEGRATED PEST MANAGEMENT (continued)

Note: Education Code 17610.1 prohibits districts from using certain pesticides identified by DPR or EPA that have been granted only a conditional or interim registration or an experimental use permit, have had their registration cancelled or suspended, or are being phased out of use. A list of pesticides prohibited for use on school sites can be found on DPR's web site.

- No pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site, shall be used at a school site. (Education Code 17610.1)
6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and **product** label directions ~~registered with the EPA as well as any disposal requirements indicated on the product label.~~
 - (cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
 7. Informing parents/guardians and employees regarding pesticide use as described in the sections "Notifications" and "Warning Signs" below.
 8. Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM **as described in the section "Training" below.**
 - 9. Evaluating the effectiveness of treatments to determine if revisions to the IPM plan are needed.**

Training

Note: SB 1405 (Ch. 848, Statutes of 2014) added Education Code 17614 and Food and Agricultural Code 13186.5 to require that, beginning July 1, 2016, the IPM coordinator and any employee or contractor who intends to apply a pesticide at a school site must annually complete a DPR approved training course.

Beginning July 1, 2016, ~~†~~The IPM coordinator and any employee or contractor who **intends may be designated** to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

(cf. 4231 - Staff Development)

INTEGRATED PEST MANAGEMENT (continued)

Any district employee who handles pesticides shall also receive pesticide-specific safety training prior to applying pesticides and annually thereafter in accordance with 3 CCR 6724.

Notifications

Note: Education Code 17612 requires the district to annually issue a written notification to employees and parents/guardians containing the information specified in items #1-6 below; see E 4112.9/4212.9/4312.9 - Employee Notifications and E 5145.6 - Parental Notifications. A sample notification is available on the DPR web site. Education Code 17612 clarifies that the district is not required to issue the notice through first-class mail unless no other method is feasible. Pursuant to Education Code 17612 and 48980.3, the district may satisfy this requirement by including the notification in its annual parental notification.

Staff and parents/guardians of students enrolled at a school site shall be annually notified, in writing, regarding pesticide products expected to be applied at the school site in the upcoming year. The notification shall include at least the following: (Education Code 17612)

1. The name of each pesticide product expected to be applied in the upcoming year and the active ingredient(s) in it
2. The Internet address (<http://www.cdpr.ca.gov/schoolipm>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184

Note: As amended by SB 1405 (Ch. 848, Statutes of 2014), Education Code 17612 requires the notification to include the information specified in items #3-4 below.

3. If the school has posted its IPM plan, the Internet address where the plan may be found
4. The opportunity to view a copy of the IPM plan in the school office
5. An opportunity for interested persons to register to receive prior notification of each application of a pesticide at the school site
6. Other information deemed necessary by the IPM coordinator

(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3517 - Facilities Inspection)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM coordinator shall notify such registered persons of individual

INTEGRATED PEST MANAGEMENT (continued)

pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

Note: Pursuant to Education Code 17611.5, as added by SB 1405 (Ch. 848, Statutes of 2014), whenever a school chooses to use a pesticide that is not exempted under Education Code 17610.5, the IPM plan must be posted on the school web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the plan must be included in the annual parental notification issued pursuant to Education Code 17612 as described above. The following paragraph may be revised to reflect district practice.

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and parents/guardians pursuant to Education Code 17612 as described above. ~~The plan shall include the name of the school designee or IPM coordinator, the pesticides applied at the school site by school or district employees and hired pest control applicators, and a date when the plan shall be reviewed and updated as necessary.~~ When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

Note: Education Code 17612 exempts emergency conditions from strict compliance with the notification requirements. However, the IPM coordinator must make every effort to provide the required notification for an application of a pesticide under emergency conditions.

Whenever the IPM coordinator deems that the immediate use of a pesticide is necessary to protect the health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

Warning Signs

Note: Education Code 17612 requires posting of a warning sign in each area of a school site where pesticides will be applied. A sample warning sign can be found on the DPR web site.

The IPM coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The

INTEGRATED PEST MANAGEMENT (continued)

sign shall be posted at least 24 hours prior to the application and shall remain posted until 72 hours after the application. The warning sign shall prominently display the following information: (Education Code 17612)

1. The term "Warning/Pesticide Treated Area"
2. The product name, manufacturer's name, and the EPA's product registration number
3. Intended areas and dates of application
4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide **to protect the health and safety of students, staff, or other persons or the school site**, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

Records

Note: Food and Agricultural Code 13186 requires pest control operators to report the use of pesticides at a school site to the county agricultural commissioner or director. Pursuant to Education Code 17611, **as amended by SB 1405 (Ch. 848, Statutes of 2014)**, any pesticide use that is not included in the report submitted pursuant to Food and Agricultural Code 13186 must be reported to **the DPR** by the school designee as provided below. The form that must be used for this report is available on DPR's web site.

At the end of each calendar year, the IPM coordinator shall submit to **the DPR**, on a form provided by **the DPR**, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. **Such records may be maintained A school may meet this requirement** by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

INTEGRATED PEST MANAGEMENT (continued)

Pesticide Use near School Site

Note: 3 CCR 6690-6692, as added by Register 2017, No. 45, prohibit the operator of the property (i.e., the grower) from making certain agricultural pesticide applications within one-quarter mile of a school site Monday through Friday between 6:00 a.m. and 6:00 p.m. Exceptions may apply based on the type of pesticide used, the application equipment used, and scheduled closures of the school, unless alternative restrictions are specified in a written agreement between the principal, grower, and county agricultural commissioner. Pursuant to 3 CCR 6692, a grower must notify the principal by April 30 each year, or within 30 days of a new purchase or lease of a field, regarding the pesticides that it expects to use within one-quarter mile of the school site from July 1 of the current year through June 30 of the subsequent year. The grower may use pesticides not listed in the annual notification as long as it amends the notification at least 48 hours before use. The following section addresses actions that the school may take upon receiving such notification, and may be revised to reflect district practice. Questions regarding pesticide safety should be directed to the county agricultural commissioner.

Upon receiving notification pursuant to 3 CCR 6692 that a grower expects to use agricultural pesticides within one-quarter mile of a school site Monday through Friday from 6:00 a.m. to 6:00 p.m., the principal or designee shall notify the Superintendent or designee, IPM coordinator, staff at the school site, and parents/guardians of students enrolled at the school.

The principal or designee may communicate with any grower within one-quarter mile of the school to request that the grower not apply pesticides during evenings or weekends when school activities are scheduled.

Legal Reference: (see next page)

INTEGRATED PEST MANAGEMENT (continued)

Legal Reference:

BUSINESS AND PROFESSIONS CODE

8593.2 Licensed pest control operators; training requirements

EDUCATION CODE

17366 Legislative intent (fitness of buildings for occupancy)

17608-17614 Healthy Schools Act of 2000

48980 Notice at beginning of term

48980.3 Notification of pesticides

BUSINESS AND PROFESSIONS CODE

8593.2 Licensed pest control operators; training requirements

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

6250-6270 California Public Records Act

CODE OF REGULATIONS, TITLE 3

6147 Pesticides exempted from registration requirements

6690-6692 Pesticide use near school sites

6724 Training of employees handling pesticides

CODE OF REGULATIONS, TITLE 8

340-340.2 Employer's obligation to provide safety information

UNITED STATES CODE, TITLE 7

136-136y Insecticide, Fungicide and Rodenticide Act

Management Resources:

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION PUBLICATIONS

California School IPM Model Program Guidebook

Healthy Schools Act Requirements for Public K-12 Schools

School District Integrated Pest Management Plan Template

U.S. ENVIRONMENTAL PROTECTION AGENCY

Protecting Children in Schools from Pests and Pesticides, 2002

Pest Control in the School Environment: **Adopting Implementing** Integrated Pest Management

(IPM), 1993-May 2017

WEB SITES

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

California Department of Pesticide Regulation, School IPM: <http://www.cdpr.ca.gov/schoolipm>

U.S. Environmental Protection Agency, Integrated Pest Management at Schools:

<http://www.epa.gov/pesticides/ipm> <https://www.epa.gov/managing-pests-schools>

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to construct buildings. Revenues also may not be used to purchase land or buildings, unless otherwise approved by the USDA. Authorized expenditures are defined in the California Department of Education's (CDE) California School Accounting Manual.

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

Note: Pursuant to 42 USC 1776, the USDA has established minimum professional standards for food service personnel. With approval from the CDE, more flexible standards may be used in districts with average daily attendance of less than 500 or in districts of any size when hiring a new acting food services director. For more information about professional standards for food service directors, see CDE's **Nutrition Services Division** Management Bulletin SNP-17-2016.

The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773). Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

required to receive annual training that (1) is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and (2) includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. The CDE provides online training that meets these requirements; see the CDE's web site.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP/AR 3553 - Free and Reduced Price Meals.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

Note: The following paragraph is optional. Pursuant to Education Code 38082, the Governing Board may, by formal adopt a resolution, to authorize the serving of meals to additional persons other than those listed above. In CDE's Nutrition Services Division Management Bulletin No. 00-111, the CDE states that the Board's policy or resolution must specify the circumstances under which means for serving those other persons will be served and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals. **The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.**

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Note: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias, or other costs determined by Board resolution, pursuant to Education Code 38100).

Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's **Nutrition Services Division** Management Bulletin USDA-SNP-16-2012.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Pursuant to CDE Management Bulletin SNP-03-2017, the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified. See the accompanying administrative regulation for additional language fulfilling this mandate. Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must make the meal charge policy public.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, and the Such procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures and related district policies to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public. The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance, and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified. In addition, Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)

Note: Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

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

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5145.3 - Nondiscrimination/Harassment)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Cafeteria Fund

Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

Note: The following section is **optional**. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of the CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

Note: The following **section is two paragraphs reflect requirements** for districts participating in the National School Lunch and/or Breakfast Program (~~42 USC 1751-1769j, 1773~~). Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. This provision indicates that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to USDA Memorandum SP-24-2016, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in USDA Memorandum ~~SP 24 2016~~ **SP 38-2017**. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, as added by SB 730 (Ch. 571, Statutes of 2017), the CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

Note: The following paragraph reflects limited exceptions to the Buy American requirement, as described in USDA Memorandum SP 24 2016. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s):

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the **use of the** exception.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Note: Pursuant to Food and Agriculture Code 58595, as added by AB 822 (Ch. 785, Statutes of 2017), a district that solicits bids for the purchase of an agricultural product must give preference for California-grown agricultural products, with certain conditions, as provided below.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Note: Pursuant to Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

Note: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years. See the CDE's nutrition services web site for a current list of documents that may be requested for the review.

During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, unpaid meal charges, and guidelines for continually notifying parents/guardians of these policies. USDA Memorandum SP 23 2017 adds a requirement to maintain and submit the district's policy on unpaid meal charges to the CDE during the Administrative Review.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49554 Contract for services
49550-~~49562~~ **49564.5** Meals for needy students

49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.318-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, **NSD** Management Bulletin, SNP-03-2017, April 2017

Management Resources continued: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Management Resources: (continued)

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin USDA-SNP-06-2015, May 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012

~~Storage and Inventory Management of United States Department of Agriculture (USDA) Donated Foods, Management Bulletin USDA FDP-02-2010, August 2010~~

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016
Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: Districts that have one or more high-poverty schools operating under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school, should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.

Payments for Meals

Note: State and federal law (Education Code 49550; 42 USC 1758, 1773) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. California Department of Education (CDE) **Nutrition Services Division** Management Bulletin SNP-06-2015 clarifies that districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day. **Payment policies for full-price meals are at the discretion of the district and may include decisions on whether or not to extend credit or provide an alternate meal to students in the event of nonpayment.**

In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. Districts that choose to do so may modify the following paragraph accordingly. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

The following section includes recommendations of the CDE's **Nutrition Services Division** Management Bulletin and the USDA's "FAQs About School Meals" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

Note: The CDE's program monitoring process (the Administrative Review) requires districts to continually notify parents/guardians of district policies regarding meal payments, including charge accounts and alternate meals if applicable. Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a **parent notification** system for **notifying parents/guardians** when a student's meal payment account has a low or negative balance.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

According to the USDA's Memorandum SP-23-2017, ~~beginning in the 2017-18 school year and each year thereafter,~~ the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's **Nutrition Services Division** Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

Note: The following **optional** paragraph may be revised to reflect district practice. According to the USDA's "FAQs About School Meals," any district that participates in the National School Lunch and/or Breakfast Program (~~42 USC 1751-1769j, 1773~~) and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are distributed or approved; (2) issues at least one advance warning to the student or his/her parent/guardian prior to refusing to issue a replacement ticket; and (3) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, the USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Note: Pursuant to CDE's **Nutrition Services Division** Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

Note: **The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program.**

Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. ~~Such policy may allow students to charge all types of reimbursable meals, impose a limit on charges, provide students paying full price with alternate meals, and/or allow neither meal charges nor alternative meals.~~ Such policy may be consistent for all students or vary by grade level. The following ~~paragraphs should~~ **section may** be revised to reflect district practice. ~~Also see the accompanying Board policy.~~

Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), the district must notify parents/guardians within 10 days of a negative balance in their child's school meal account. Prior to sending the notification to the parent/guardian, the district must exhaust all options and methods to certify the student for free or reduced-price meals. The district is required to reimburse

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

meal fees paid by the parent/guardian during any time that the student would have been eligible for free or reduced-price meals, to the extent that the expense is reimbursable under the National School Lunch Program.

At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

~~Students and their parents/guardians shall be notified whenever their account has a low or negative balance. Whenever a student's account has an unpaid balance of \$50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.~~

~~In cases of repeated nonpayment by a student, the Superintendent or designee may contact parents/guardians to discuss the reasons for the nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for free or reduced-price meals or need referral to social services.~~

Note: Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), prohibits the use of a debt collector to collect unpaid school meal fees.

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

Note: The following **optional** paragraph reflects CDE guidance in its **Nutrition Services Division Management Bulletin SNP-03-2017**.

The Superintendent or designee may enter into ~~a repayment plan~~ **an agreement** with a student's parents/guardians for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Note: CDE's **Nutrition Services Division** Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

Note: Pursuant to CDE's **Nutrition Services Division** Management Bulletins SNP 06-2015 and SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to **the** CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

Note: The following section is optional and may be revised to reflect district practice. Health and Safety Code 114079, as amended by SB 557 (Ch. 285, Statutes of 2017), authorizes districts to provide "sharing tables" where food service staff, students, and faculty may return appropriate food items which may then be shared with other students or donated to a food bank or any other nonprofit charitable organization.

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

Note: Education Code 38091 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Note: Pursuant to 7 CFR 210.7 and 220.14, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. The spending plan developed by the district under such circumstances must be approved by the CDE.

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

U.S. Department of Agriculture Foods

Note: The following **optional** section is for use by districts that participate in the National School Lunch Program and receive foods from the USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools. Pursuant to 42 USC 1758, USDA must ensure that foods offered through this program reflect the most recent Dietary Guidelines for Americans.

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)**Contracts with Outside Services**

Note: The following **optional** section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts in the district; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

(12/13 5/17) 3/18

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3553(a)

FREE AND REDUCED PRICE MEALS

Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to **low-income needy** students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program (**42 USC 1751-1769j, 1773**) may receive **a higher** reimbursement **rate** for free and reduced-price meals **at a higher rate** than that provided for meals for noneligible students. In addition, state funding may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of the SBE before the start of the summer school session for which the waiver is sought. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

The following policy is **mandated** for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

The Governing Board recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6177 - Summer Learning Programs)

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

FREE AND REDUCED PRICE MEALS (continued)

Note: Pursuant to 42 USC 1759a, eligible schools may apply to receive meal reimbursements under a universal meal service provision (e.g., the Community Eligibility Provision or Provision 2), which provides breakfast and/or lunch free of charge to all students enrolled at the school. Education Code 49564, as added by SB 138 (Ch. 724, Statutes of 2017), requires any district with a "very high poverty school," defined as one that qualifies to receive the free meal rate in the Community Eligibility Provision, to apply to CDE by September 1, 2018 to operate under any federal universal meal service provision. A district may be exempted from this requirement if the Governing Board adopts a resolution stating that it is unable to comply due to fiscal hardship.

If all district schools operate under a universal meal service provision, this policy and the accompanying regulation should be revised to delete references to reduced-price meals, student eligibility, and the application process.

To provide optimal nutrition and reduce the administrative burden of food service operations, the Superintendent or designee shall assess the eligibility of district schools to provide breakfast and/or lunch free of charge to all students at the school under a federally funded universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district shall apply to the California Department of Education (CDE) to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years. (Education Code 49564; 42 USC 1759a)

Note: In order to be reimbursed for free and reduced-price meals, a school must meet federal and/or state nutritional guidelines in 7 CFR 210.10 and 220.8 and Education Code 49430 and 49430.7, as described in AR 3550 - Food Service/Child Nutrition Program.

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

(cf. 3550 - Food Service/Child Nutrition Program)

Note: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program or Summer Food Service Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced-price meals. The following **optional paragraph is for use by districts that choose to provide free milk to eligible students.**

FREE AND REDUCED PRICE MEALS (continued)

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

Note: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

The Board shall approve, and shall submit to the **California Department of Education CDE** for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

(cf. 5125 - Student Records)

Note: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the **Governing** Board. Districts wishing to use free and reduced-price meal records for the following purposes are **mandated** by Education Code 49558 to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

The Board authorizes designated employees to use individual records pertaining to student eligibility for the free and reduced-price meals program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

(cf. 6162.51 - State Academic Achievement Tests)

Note: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES. **In lieu of SES, beginning in the 2016-17 school year, districts are required pursuant to the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan to provide alternative supports, defined and administered by the district, to eligible students (i.e., students who would have been eligible for**

FREE AND REDUCED PRICE MEALS (continued)

SES in schools with the greatest need). See BP/AR 0520.2— Title I Program Improvement Schools and BP 6179— Supplemental Instruction. Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I, Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. and does not expressly authorize the use of free and reduced-price meal information to determine students' eligibility for alternative supports, CSBA believes that the use of such information would be necessary to determine student's eligibility for alternative supports. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

2. Identification of students eligible for alternative supports in any school identified as a Title I program improvement school services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

(cf. 0520.2— Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

Note: According to CDE Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining students' eligibility. The district may provide only the student's name and eligibility status unless the applicant consents to the sharing of additional information.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another

FREE AND REDUCED PRICE MEALS (continued)

nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

*Legal Reference:*EDUCATION CODE

48980 Notice at beginning of term

49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001

49490-49494 School breakfast and lunch programs

49500-49505 School meals

49510-49520 Nutrition

49530-49536 Child Nutrition Act of 1974

49547-49548.3 Comprehensive nutrition service

49550-~~49562~~ **49564.5** Meals for needy students

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students

15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act

6301-6576 Elementary and Secondary Education Act

~~6301-6514 Title I programs~~

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program

1771-1791 Child nutrition, especially:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.10-220.21 National School Breakfast Program

245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

WELFARE AND INSTITUTIONS CODE

~~14005.41 Basic health care~~

Management Resources: (see next page)

FREE AND REDUCED PRICE MEALS (continued)

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

NSD SNP 12 2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015

USDA SNP 07 2010 Change in Free and Reduced Price Meal Application Approval Process, September 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Direct Certification Implementation Checklist, May 2008

Free and Reduced-Price Meals: Universal Meal Service, Nutrition Services Division Management Bulletin SNP-01-2018, January 2018

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES

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

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Food Policy Advocates: <https://cfpa.net>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3553(a)

FREE AND REDUCED PRICE MEALS

Note: Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to low-income students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals. The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC ~~1758~~ **1751-1769j**, 1773) and/or the State Meal Program (Education Code 49490-49494).

Applications

Note: The California Department of Education's (CDE) Management Bulletin USDA-SNP-07-2010 clarifies that it is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3552 - Summer Meal Program)

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

Note: The following paragraph **is optional. may be revised to reflect district practice.** In addition to the paper application form described above, Education Code 49557, ~~as amended by SB 708 (Ch. 390, Statutes of 2015),~~ **authorizes districts to make the application for free or reduced-price meals available online, provided that it complies with specified requirements. Any such online application must comply with specific requirements, including, but not limited to, the provision of clear instructions for families that are homeless or are migrants.**

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

FREE AND REDUCED PRICE MEALS (continued)

Note: According to the U.S. Department of Agriculture's Eligibility Manual for School Meals: Determining and Verifying Eligibility, households enrolling a new student after the start of the school year must also be provided an application and related materials.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

Note: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's web site.

Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements.

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meals program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Note: **In accordance with law, participants in certain state and federal programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified as eligible without further action or additional application.** For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data.

Pursuant to 42 USC 1758 **and 7 CFR 245.6**, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 **and 7 CFR 245.6** also authorizes, but does not require, districts to directly certify **as eligible a any** student who is homeless, migratory, ~~or~~ a foster youth, **or enrolled in a Head Start program. Education Code 49562, as amended by SB 138 (Ch. 724, Statutes of 2017), also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals, beginning with participation data from the 2017-18 school year as provided by CDE.**

~~For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil~~

FREE AND REDUCED PRICE MEALS (continued)

Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data. Pursuant to Education Code 49561 and 42 USC 1758, no additional application or further action is required by the household of students who are directly certified. Further information about direct certification and other eligibility issues is available in the USDA's Eligibility Guidance for School Meals Manual.

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

When authorized by law, participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified, without further application, for enrollment in the free and reduced-price meals program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6175 - Migrant Education Program)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

FREE AND REDUCED PRICE MEALS (continued)

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Confidentiality/Release of Records

Note: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing district employees to use individual **student** records ~~of students eligible for~~ **compiled in the administration of** the free and reduced-price meals program for the purpose of disaggregation of academic achievement data ~~and, although not expressly authorized by law, for the identification of students eligible for alternative supports in schools identified for program improvement and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.~~ See the accompanying Board policy ~~and BP/AR 0520.2—Title I Program Improvement Schools.~~ **The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.**

It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meals program for the purpose of disaggregation of academic achievement data ~~or for the identification of students who are eligible for alternative supports in a Title I program improvement school: and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576.~~

Administrative Assistant Federal & State Programs/Youth
(title or position)

In using the records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

FREE AND REDUCED PRICE MEALS (continued)

1. No individual indicators of participation in the free and reduced-price meals program are maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meals program is not publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meals program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

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

(cf. 3555 - Nutrition Program Compliance)

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

FREE AND REDUCED PRICE MEALS (continued)

Prices

Note: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42 USC 1758 and 1773.

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)

(3/16 7/16) 3/18

CSBA Sample Board Policy

All Personnel

BP 4111(a)

4211

RECRUITMENT AND SELECTION

4311

Note: The following **optional** policy may be revised to reflect district practice and ~~any~~-related provisions of collective bargaining agreements.

The Governing Board should ensure that district hiring procedures are designed to **minimize avoid liability for negligent hiring** ~~the possibility of hiring unsuitable or undesirable individuals to avoid liability for negligent hiring~~. In *C.A. v. William S. Hart Union High School District*, the California Supreme Court held that ~~defendant district could be a~~ **district can be held** vicariously liable for **the** negligence of its administrators and supervisors in the hiring, retention, and supervision of a counselor who sexually harassed and/or abused a student.

The Governing Board is committed to employing suitable, qualified individuals to **effectively** carry out the district's **vision, mission, and goals**. ~~to provide high-quality education to its students and to ensure the efficiency of district operations.~~

(cf. 0000 - Vision)

(cf. ~~0100~~ **0200** - *Goals for the School District*)

(cf. 4000 - *Concepts and Roles*)

(cf. 4100 - *Certificated Personnel*)

(cf. 4200 - *Classified Personnel*)

(cf. 4300 - *Administrative and Supervisory Personnel*)

The Superintendent or designee shall develop **equitable**, fair, **open**, and transparent recruitment and selection processes and procedures **which that** ensure ~~that~~ individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

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

(cf. 4030 - *Nondiscrimination in Employment*)

(cf. 4032 - *Reasonable Accommodation*)

(cf. 4111.2/4211.2/4311.2 - *Legal Status Requirement*)

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she **also** shall **also** disseminate job announcements to ensure a wide range of candidates.

Note: ~~The following optional paragraph should be revised to reflect district practice. AB 97 (Ch. 47, Statutes of 2013) redirected funding for the Professional Development Block Grant (Education Code 41530-41533), which allowed funding to be used for purposes of the Teaching as a Priority block grant including incentives to recruit or retain credentialed teachers in schools ranked in the bottom half of the Academic Performance Index, into the local control funding formula. At their discretion, districts may continue to offer incentives (e.g., signing bonuses, improved work conditions, additional compensation, housing subsidies) to recruit teachers, administrators, or other employees in accordance with district needs~~

RECRUITMENT AND SELECTION (continued)

~~With Board approval, the Superintendent or designee may provide incentives to recruit teachers, administrators, or other employees to work in low performing schools or in hard-to-fill positions.~~

~~(cf. 4113 - Assignment)~~

The district's selection procedures shall include screening processes, interviews, ~~observations,~~ **and** recommendations from previous employers, **and observations when appropriate,** as necessary to identify the best possible candidate for a position.

~~(cf. 4112.61/4212.61/4312.61 - Employment References)~~

The Superintendent or designee may establish an interview committee, ~~as appropriate,~~ to rank candidates and recommend finalists. ~~During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.~~ All discussions and recommendations shall be confidential in accordance with law.

~~(cf. 2230 - Representative and Deliberative Groups)~~

~~During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination information prohibited by state or federal nondiscrimination laws.~~

Note: Labor Code 432.3, as added by AB 168 (Ch. 688, Statutes of 2017), prohibits districts from seeking a job applicant's salary history information and from relying on salary history as a factor in determining whether to offer employment to an applicant or the salary to offer. However, if the applicant discloses salary history information voluntarily and without prompting, the district is not prohibited from considering or relying on such information in determining the salary for that applicant. Labor Code 432.3 is not applicable to salary history information that is disclosable pursuant to the California Public Records Act (Government Code 6250-6270) or the Freedom of Information Act (5 USC 552).

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

Note: The following paragraph should be modified to reflect district practice.

RECRUITMENT AND SELECTION (continued)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

(cf. 4112 - Appointment and Conditions of Employment)
(cf. 4112.2 - Certification)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4312.1 - Contracts)

Incentives

Note: The district may offer incentives (e.g., signing bonuses, assistance with beginning teacher induction costs, assistance with the process of obtaining a clear credential including covering credential costs, a mentoring program, additional compensation, and/or subsidized housing) to recruit teachers, administrators, or other employees in accordance with district needs.

AB 99 (Ch. 15, Statutes of 2017) establishes the California Educator Development (CalED) grant program to assist districts with attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders.

Health and Safety Code 53573 permits districts to establish and implement programs that address the housing needs of teachers and other district employees who face challenges in securing affordable housing. Health and Safety Code 53574 enables housing projects on district property restricted to rentals for district employees to qualify for both federal and state low-income housing tax credits.

The following optional section may be revised to reflect local incentive programs.

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Legal Reference: (see next page)

RECRUITMENT AND SELECTION (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

35035 Responsibilities of superintendent

~~41530-41533 Professional Development Block Grant~~

44066 Limitations on certification requirement

44259 Teaching credential; exception; designated subjects; minimum requirements

~~44735 Teaching as a Priority block grant~~

~~44740-44741 Personnel management assistance teams~~

44750 Teacher recruitment resource center

44830-44831 Employment of certificated persons

44858 Age or marital status in certificated positions

44859 Prohibition against certain rules and regulations re: residency

45103-45139 Employment (classified employees)

49406 Examination for tuberculosis

GOVERNMENT CODE

815.2 Liability of public entities and public employees

6250-6276.48 Public Records Act

12900-12996 Fair Employment and Housing Act, including:

~~12940-12956~~ **12957** Discrimination prohibited; unlawful practices

HEALTH AND SAFETY CODE

53570-53574 Teacher Housing Act of 2016

LABOR CODE

432.3 Salary information

UNITED STATES CODE, TITLE 5

552 Freedom of Information Act

UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens

1324b Unfair immigration related **employment** practices

UNITED STATES CODE, TITLE 20

1681-1688 Title IX prohibition against discrimination

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

~~2000h-2-2000h-6 Title IX, 1972 Education Act Amendments~~

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities

COURT DECISIONS

C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

Management Resources: (see next page)

RECRUITMENT AND SELECTION (continued)

Management Resources:

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS

Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017

WEB SITES

California County Superintendents Educational Services Association: <http://ccsesa.org/recruit>

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Education Job Opportunities Information Network: <http://www.edjoin.org>

Teach USA: ~~<http://www.calteach.org>~~ <https://culturalvistas.org/programs/us/teach-usa>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

CSBA Sample Board Policy

All Personnel

BP 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

Note: Education Code 231.5 **mandates** the district to have a written policy on sexual harassment. As part of this mandate, the district also should adopt a sexual harassment policy related to students; see BP/AR 5145.7 - Sexual Harassment.

Generally, courts recognize two types of conduct as constituting sexual harassment. "Quid Pro Quo" ("this for that") sexual harassment is considered to have occurred when a person in a position of authority makes another individual's educational or employment benefits conditional upon that other person's willingness to engage in unwanted sexual behavior (e.g., promising a promotion for sex). "Hostile environment" sexual harassment, on the other hand, is conduct by the perpetrator that is so severe, persistent, or pervasive that it creates a hostile, intimidating, or abusive educational or professional environment for another. Sexual harassment also covers retaliatory behavior against a complainant, witness, or other participant in the complaint process. Pursuant to Government Code 12940 and 2 CCR 11009, ~~as amended by Register 2015, No. 50~~, interns, volunteers, and job applicants are entitled to the same protection against sexual harassment as applicable to employees.

Sexual harassment is prohibited pursuant to Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (~~42 USC 2000h-2 2000h-6~~ **20 USC 1681-1688**), as well as the California Fair Employment and Housing Act; (~~Government Code 12900-12996~~).

Pursuant to Government Code 12940, employers may be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

~~The Governing Board prohibits sexual harassment of district employees. The Board also prohibits~~ **The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and** retaliatory behavior or action against ~~district employees or other~~ **any** persons who complains, ~~testify~~ **testifies**, or otherwise participates in the complaint process established ~~pursuant to~~ **for the purpose of** this policy ~~and accompanying administrative regulation~~.

Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender identity, gender expression, or sexual orientation of the victim.

This policy shall apply to all district employees and, ~~when applicable,~~ to **other persons on district property or with some employment relationship with the district, such as** interns, volunteers, **contractors**, and job applicants.

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

(cf. 4030 - Nondiscrimination in Employment)

SEXUAL HARASSMENT (continued)

Note: In addition to district ~~sanction against~~ **discipline imposed on** employees who engage in sexual harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Note: Federal and state courts have provided guidance that may help employers avoid liability or mitigate damages in sexual harassment cases. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court outlined measures that may ~~enable employers to reduce~~ **constitute mitigating factors in the assessment of** damages, including establishing anti-harassment policies, communicating those policies to employees, consistently enforcing the policies, preserving the confidentiality of employees who report harassment, and preventing retaliation against reporting employees. The U.S. Supreme Court ~~has held~~, in Burlington Industries v. Ellerth, **held** that, for certain claims under federal law, an employer may defend against sexual harassment claims by proving that (1) reasonable care was exercised to prevent and promptly correct any sexually harassing behavior, and (2) the employee (victim) failed to take advantage of the preventive and corrective opportunities provided by the employer.

Pursuant to Government Code 12950.1, employers with 50 or more employees are required to provide two hours of sexual harassment training to supervisory employees. See the accompanying administrative regulation for timelines and training requirements.

Items #1-4 below reflect the courts' guidance and Government Code 12950.1, and should be modified to reflect district practice.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to **staff employees and others to whom the policy may apply**

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

SEXUAL HARASSMENT (continued)

Note: The following optional paragraph reflects a recommendation of the U.S. Equal Employment Opportunity Commission's informal guidance Promising Practices for Preventing Harassment and may be revised to reflect district practice.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

Sexual Harassment Reports and Complaints

Note: Pursuant to 2 CCR 11034, as amended by Register 2015, No. 50, the district may be liable for sexual harassment committed by a supervisor, coworker, or a third party. In addition, as part of its affirmative duty to prevent sexual harassment, the district is required pursuant to 2 CCR 11023, as amended by Register 2015, No. 50, to instruct supervisors to report complaints.

Any district employee who feels that he/she has been sexually harassed **in the performance of his/her district responsibilities** or who has knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to his/her **direct supervisor, another supervisor, the principal, district administrator, the district's coordinator for nondiscrimination, or the Superintendent, or, if available, a complaint hotline or an ombudsman.** A supervisor, principal, or other district administrator who receives a harassment complaint shall promptly notify the **coordinator. Superintendent or designee.**

Note: In Faragher v. City of Boca Raton, one of the factors relied on by the U.S. Supreme Court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

Complaints of sexual harassment shall be filed **and investigated** in accordance with **the complaint procedure specified in** AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

SEXUAL HARASSMENT (continued)

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)

~~Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.~~

~~(cf. 4118 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

~~Note: In addition to district sanction against employees who engage in sexual harassment, Government Code 12940 provides that such employees may be held personally liable in a court of law for any damage to the victim(s).~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 20

1681-1688 Title IX prohibition against discrimination

UNITED STATES CODE, TITLE 42

~~2000d-2000d-7 Title VI, Civil Rights Act of 1964~~

~~2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended~~

~~2000h-2-2000h-6 Title IX, 1972 Education Act Amendments~~

Legal Reference continued: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities

~~106.9 Dissemination of policy~~

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

Protecting Students from Harassment and Hate Crime, January 1999

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

CSBA Sample Administrative Regulation

All Personnel

AR 4119.11(a)

4219.11

SEXUAL HARASSMENT

4319.11

Note: The following administrative regulation is **mandated** pursuant to Education Code 231.5 and includes reasonable steps for preventing the occurrence of discrimination and harassment as required pursuant to Government Code 12940 (California Fair Employment and Housing Act). The focus of this administrative regulation is on sexual harassment by and of employees. Pursuant to Government Code 12940 and 2 CCR 11009, **as amended by Register 2015, No. 50**, interns, volunteers, and job applicants are entitled to the same protection against sexual harassment as applicable to employees.

For information related to sexual harassment involving students, see BP/AR 5145.7 - Sexual Harassment.

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Definitions

Note: In *Oncale v. Sundowner Offshore Services, Inc.*, the U.S. Supreme Court held that same-sex sexual harassment could be actionable under Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17).

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Note: Pursuant to Government Code 12940, conduct may meet the definition of sexual harassment regardless of whether or not the alleged harasser is motivated by sexual desire for the victim.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

SEXUAL HARASSMENT (continued)

Note: Pursuant to Government Code 12940, the district may be held liable for sexual harassment committed against employees by clients, customers, or other third parties if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment. The following paragraph clarifies that sexual harassment may include acts by supervisors, co-workers, or other parties and should be modified to reflect district practice.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

Note: The following paragraph is consistent with a district's affirmative duty to protect its employees from sex discrimination, including sexual harassment, pursuant to 2 CCR 11023, ~~as added by Register 2015, No. 50.~~ **In its informal guidance, Promising Practices for Preventing Harassment, the U.S. Equal Employment Opportunity Commission recommends that employers provide sexual harassment training to all employees, not just supervisors and managers.** In addition, since BP/AR 5145.7 - Sexual Harassment requires employees to report sexual harassment against students, training **such** employees to recognize and address sexual harassment incidents furthers the district's interest in protecting both employees and students against prohibited conduct. Thus, it is strongly recommended that districts periodically provide sexual harassment training or information to all their employees, especially those who work at school sites.

Provision of periodic training to all district employees could also help foster a positive work environment and mitigate damages against a district in the event of sexual harassment litigation. In Department of Health Services v. Superior Court (McGinnis), the California Supreme Court held that employers that have taken reasonable steps to prevent and correct workplace sexual harassment may be able to reduce damages in the event of a lawsuit. Such steps may include establishing anti-harassment policies and communicating those policies to employees.

SEXUAL HARASSMENT (continued)

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include **how to recognize prohibited or harassing conduct**, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. **The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.**

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 5145.7 - Sexual Harassment)

Note: ~~The remainder of this section is for use by districts with 50 or more employees. Although the law does not require districts with fewer than 50 employees to provide sexual harassment training to supervisors, court decisions have held that providing training may help mitigate damages in sexual harassment suits. Additionally, provision of supervisor training may be a factor in determining whether a district has taken reasonable steps to prevent discrimination and harassment pursuant to Government Code 12940.~~

Government Code 12950.1 requires **such** districts **with 50 or more employees** to provide two hours of sexual harassment training and education once every two years to every supervisory employee, defined as any employee with the authority to take employment action, including hiring, transferring, suspending, and disciplining other employees, or recommend such action if the exercise of that authority is not merely routine or clerical in nature. All newly hired supervisors or employees promoted to a supervisory position must receive the training within six months of their hire or assumption of the supervisory position. Compliance with this law does not insulate the district from any liability for harassment.

Governing Board members, as elected officials, are not usually considered "supervisors"; however, since Board members have the authority to hire, reward, or discipline the Superintendent and other employees, Board members may also be required to receive sexual harassment training. Districts should consult with legal counsel to ensure that the appropriate individuals receive training.

~~Although the law does not require districts with fewer than 50 employees to provide sexual harassment training to supervisors, court decisions have held that providing training may help mitigate damages in sexual harassment lawsuits. Additionally, The provision of supervisor training may also be a factor in determining whether a district has taken reasonable steps to prevent discrimination and harassment pursuant to Government Code 12940. Therefore, it is recommended that all districts, regardless of the number of employees, provide sexual harassment training. Districts with fewer than 50 employees that do not provide sexual harassment training may revise the remainder of this section to reflect district practice.~~

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

SEXUAL HARASSMENT (continued)

A *supervisory employee* is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

Note: Government Code 12950.1 and 2 CCR 11024, as amended and renumbered by Register 2015, No. 50, require that the training for supervisory employees contain specified components and be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability
2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed

SEXUAL HARASSMENT (continued)

6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance

Note: Item #8 below is required pursuant to Government Code 12950.1, as amended by SB 396 (Ch. 858, Statutes of 2017).

8. Practical examples of harassment based on gender identity, gender expression, and sexual orientation

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

Note: Education Code 231.5 requires that the district provide copies of its policy on sexual harassment to staff, as specified below. In addition, 2 CCR 11024 requires that supervisory employees undergoing mandatory training receive a copy of the district's policy and acknowledge receipt of the policy; see item #6 in the section "Training" above.

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

SEXUAL HARASSMENT (continued)

Note: Government Code 12950 requires the Department of Fair Employment and Housing (DFEH) to develop posters and an information sheets on employment discrimination and the illegality of sexual harassment. These documents are available on DFEH's web site. **This document is**

All employees shall receive either a copy of an information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

Note: Government Code 12950, as amended by SB 396 (Ch. 858, Statutes of 2017), requires districts to post, in a prominent and accessible location, a poster developed by DFEH regarding transgender rights. This poster is available on DFEH's web site.

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment, and the DFEH poster regarding transgender rights. (Government Code 12950)

CSBA Sample Administrative Regulation

Certificated Personnel

AR 4161.1(a)
4361.1

PERSONAL ILLNESS/INJURY LEAVE

Note: The following administrative regulation is subject to collective bargaining. Education Code 44978 provides a minimum of 10 days of personal illness or injury leave (sick leave) per year for certificated employees working five days a week. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including temporary and substitute employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that an employee accrues at least 24 hours of sick leave or paid time off by the 120th calendar day of his/her employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and **only** district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district whose collective bargaining agreement meets all the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see the section titled "Healthy Workplaces, Healthy Families Act Requirements" below. For paid sick leave for temporary and substitute certificated employees, see BP/AR 4121 - Temporary/Substitute Personnel. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee who is entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 44978; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Note: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

Certificated employees may use sick leave for absences due to:

PERSONAL ILLNESS/INJURY LEAVE (continued)

1. Accident or illness, whether or not the absence arises out of or in the course of employment; quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

Note: **Optional** item #4 below may be revised as desired to specify a different minimum increment for sick leave.

4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

Note: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child, if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. **Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)**

PERSONAL ILLNESS/INJURY LEAVE (continued)

Note: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit them to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in items ~~#6-7~~ #7-8 below.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in item #~~6~~ 7 below, Labor Code 245.5 defines "family member" as an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with item #~~7~~ 8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

~~6-7.~~ Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

~~7-8.~~ Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items ~~#6-7~~ 7-8, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

Note: The following paragraph is **optional**.

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

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

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

PERSONAL ILLNESS/INJURY LEAVE (continued)

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

Note: Pursuant to Education Code 44979-44980, a certificated employee is entitled to have his/her accumulated sick leave transferred with him/her in the circumstances specified in the following **optional** paragraph.

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

Note: Education Code 44978.2, **as added by SB 1180 (Ch. 728, Statutes of 2016), as amended by SB 731 (Ch. 597, Statutes of 2017)**, provides that an employee **hired on or after January 1, 2017**, who is a **military veteran or a former or current member of the California National Guard or federal reserve component** with a **qualifying military service-connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher)** is entitled to additional sick leave with pay for up to 10 days **for the purpose of undergoing medical treatment for** with a qualifying military service-connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher). **As amended, Education Code 44978.2 provides that credit for such leave begins on either the effective date of the employee's disability rating decision from the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later.** Such leave may only be taken during the first year of employment for the purpose of undergoing medical treatment, as specified below.

In addition to any other entitlement for sick leave with pay, a **newly hired** certificated employee who is a **military veteran with former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component** a **military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs** shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, **including mental health treatment**, for **his/her** a **military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs**. An eligible employee **employed who works** less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 44978.2)

PERSONAL ILLNESS/INJURY LEAVE (continued)

The amount of leave shall be credited to the employee **either** on the **first day of employment** ~~and shall remain available for the following 12 months of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited.~~ **date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)**

Note: Pursuant to Education Code 44978.2, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall ~~remain be~~ **available for the following 12 months of employment following the first date that the leave was credited.** Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

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

An employee shall notify the district of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Note: Pursuant to Education Code 44977, an employee who is absent for up to five months after exhausting all his/her available sick leave must receive his/her regular salary minus the cost of a substitute. Option 1 below reflects this requirement. However, Education Code 44983 provides that Education Code 44977 does not apply to those districts that adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. Option 2 below is for use by districts that choose to specify such a level of compensation; these districts are mandated to adopt a rule to this effect.

When an employee is absent for a period of more than five months, or is absent for a cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from his/her salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations. **If not covered in the district's negotiated bargaining agreement, the district may add provisions to this section reflecting salary deductions for employees absent longer than five months.**

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent from his/her duties for an additional period of up to five school months, the employee shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Note: Option 2 below is **mandated** for use by districts that choose to provide employees at least 50 percent of their regular salary during the period of absence pursuant to Education Code 44983. The following paragraph specifies 50 percent and should be modified by districts that have set a higher percentage.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Absence Beyond Five-Month Period/Reemployment List

Note: The following paragraph is required for districts that select Option 1 (i.e., differential pay) in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above and should be carefully considered by districts that select Option 2 (i.e., 50 percent pay). Education Code 44978.1 requires the establishment of a reemployment list for employees who are unable to resume their duties after the five-month period provided pursuant to Education Code 44977. Although Education Code 44978.1 does not explicitly require a reemployment list for districts selecting Option 2, such districts should be aware that failure to establish a reemployment list may subject employees to termination following a five-month absence.

Therefore, any district that selects Option 2 and currently maintains a reemployment list for employees who are absent beyond the five-month period, or that wishes to establish such a list, should consult legal counsel before changing its policy or practices.

If a certificated employee is not medically able to resume his/her duties after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Differential Pay for Parental Leave

Note: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights. Pursuant to Education Code 44977.5, as amended by AB 2393 (Ch. 883, Statutes of 2016), the district is required to provide differential pay to a certificated employee when he/she has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding), pursuant to Government Code 12945.2 (California Family Rights Act). Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, for up to 12 work weeks.

As amended, Education Code 44977.5 provides that such parental leave will run concurrently with parental leave taken pursuant to Government Code 12945.2. However, unlike leave taken pursuant to Government Code 12945.2 or 12945.6, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

PERSONAL ILLNESS/INJURY LEAVE (continued)

During each school year, ~~any a~~ certificated employee ~~who has exhausted~~ **may use** all available sick leave, including accumulated sick leave, ~~and continues to be absent on account of parental leave (baby bonding) pursuant to Government Code 12945.2 shall receive differential pay~~ for **the purpose of parental leave for a period** up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. **(Education Code 44977.5)**

Note: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

~~Eligibility for parental leave pursuant to Education Code 44977.5~~ **such leave** shall not require 1,250 hours of service with the district during the previous 12 months. **(Education Code 44977.5)**

Note: Pursuant to Education Code 44977.5, ~~as amended by AB 2393 (Ch. 883, Statutes of 2016),~~ the district is required to provide differential pay to a certificated employee when he/she has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave ~~for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding),~~ pursuant to Government Code 12945.2 ~~(California Family Rights Act).~~ Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, for up to 12 work weeks.

Since Education Code 44977.5 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), it is unclear whether such employees would be entitled to differential pay. Districts should consult legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 44977.5)

~~Such p~~Parental leave **taken pursuant to Education Code 44977.5** shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 **or 12945.6**, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. **(Education Code 44977.5; Government Code 12945.2, 12945.6)**

Verification Requirements

Note: Education Code 44978 **mandates** the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-

PERSONAL ILLNESS/INJURY LEAVE (continued)

recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. The following section should be modified to reflect district practice and any procedures which have been specified in **negotiated bargaining** agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5, the paid sick leave law. Because the paid sick leave law is silent on requests for verification, and actually requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (items #~~6-7~~ **7-8** in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult legal counsel.

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Note: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or his/her family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

Note: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this new law should consult its legal counsel.

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

PERSONAL ILLNESS/INJURY LEAVE (continued)

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE

44964 Power to grant leave of absence in case of illness, accident, or quarantine
44965 Granting of leaves of absence for pregnancy and childbirth
44976 Transfer of leave rights when school is transferred to another district
44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
44977.5 Differential pay during parental leave up to 12 weeks after sick leave is exhausted
44978 Provisions for sick leave of certificated employees
44978.1 Inability to return to duty; placement in another position or on reemployment list
44978.2 Leave for military service connected disability
44979 Transfer of accumulated sick leave to another district
44980 Transfer of accumulated sick leave to a county office of education
44981 Leave of absence for personal necessity
44983 Exception to sick leave when district adopts specific rule
44984 Industrial accident or illness
44986 Leave of absence for disability allowance applicant

GOVERNMENT CODE

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

LABOR CODE

220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014

CODE OF REGULATIONS, TITLE 5

5601 Transfer of accumulated sick leave

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

Legal Reference continued: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

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CSBA Sample Administrative Regulation

All Personnel

AR 4161.8(a)

4261.8

4361.8

FAMILY CARE AND MEDICAL LEAVE

Note: The following **optional** administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under California law, **a female an** employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

As amended by **AB 1556 (Ch. 799, Statutes of 2017), Government Code 12945 and 12945.2 delete references to females with regard to pregnancy disability leave and clarify that all employees are protected against pregnancy discrimination regardless of their gender identity.**

The district shall not deny any eligible employee **his/her the** right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) **or nor** restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in *loco parentis*, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

FAMILY CARE AND MEDICAL LEAVE (continued)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means ~~a woman who, in the opinion of her~~ **an employee whose** health care provider **states that the employee** is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of **her the** job or to perform any of them without undue risk to **herself the employee or other persons or to her the** pregnancy's successful completion; ~~or to other persons~~
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Note: 2 CCR 11087, effective July 1, 2015, clarifies that a "serious health condition" could arise from injuries that are not work related and includes treatment for substance abuse.

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

FAMILY CARE AND MEDICAL LEAVE (continued)

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Note: Family Code 300, as amended by SB 1306 (Ch. 82, Statutes of 2014), defines marriage as a personal relationship arising out of a civil contract between "two persons" rather than between a man and a woman. In addition, pursuant to Family Code 297.5, registered domestic partners have the same rights, protections, and benefits as spouses.

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

Note: Pursuant to Government Code 12945.2 and 29 USC 2611, a district is required to grant family care and medical leave to an eligible employee for any of the reasons stated below, except **These requirements generally apply to circumstances** where the district employs **fewer than 50 or more** employees within 75 miles of the worksite where the employee requesting the leave is employed. **Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.**

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, **12945.6**; 29 USC 2612; 29 CFR 825.112)

FAMILY CARE AND MEDICAL LEAVE (continued)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (**baby bonding parental leave**)
2. To care for the employee's child, parent, or spouse with a serious health condition
3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position

Note: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, son, daughter, or parent who is a military member is on covered active duty during deployment to a foreign country. For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

Note: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any **female** employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

Note: Leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be 12 work weeks.

AR 4161.8(e)
4261.8
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FAMILY CARE AND MEDICAL LEAVE (continued)

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

Note: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. **Whichever option is selected, it must be applied uniformly to all employees.** If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

Note: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months.

In addition, ~~for each pregnancy,~~ any ~~female~~ employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

Note: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, ~~a female an~~ employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of ~~her a~~ child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

AR 4161.8(f)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Note: The following **optional** paragraph is for use by districts that **choose to** limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district, **as authorized by Government Code 12945.2 and 12945.6**. However, pursuant to 2 CCR 11088, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, **12945.6**; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

Note: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee. The district and employee may also negotiate for the employee's use of any paid or unpaid time off instead of using the employee's CFRA leave

An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2, **12945.6**; 2 CCR 11044; 29 USC 2612)

Note: The following paragraph is for use with either option above.

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

FAMILY CARE AND MEDICAL LEAVE (continued)

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Note: Pursuant to 2 CCR 11090, Generally, the minimum duration of CFRA **parental** leave ~~to care for a child for the birth, adoption, or foster care placement of a child (baby bonding)~~ is **generally** two weeks. However, pursuant to 2 CCR 11090, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, **adoption**, or **foster care** placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

The district may require an employee to transfer temporarily to an available alternative position ~~if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member.~~ **under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)**

- 1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.**

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

- 2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.**

FAMILY CARE AND MEDICAL LEAVE (continued)

3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light Duty Assignment)

Request for Leave

Note: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. **Effective July 1, 2015, 2 CCR 11091 requires the district to respond to leave requests as soon as practicable and, in any event, no later than five business days after receiving the employee's request. The district must also attempt to respond to the leave request before the date the leave is due to begin.** If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Note: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

Note: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for **the** PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL or family care and medical leave for his/her own serious health condition or to care for a child, parent, or spouse with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this section should request a medical certification from all employees.

Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050 or 11097, as applicable.

FAMILY CARE AND MEDICAL LEAVE (continued)

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

Note: Item #3 below addresses an eligible employee's request for leave to care for his/her child, parent, or spouse. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved.
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3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

FAMILY CARE AND MEDICAL LEAVE (continued)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because **she the employee** is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit employers from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work

Note: The following **optional** section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from his/her health provider, stating that he/she is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, **the fitness-for-duty examination is job related and consistent with business necessity**, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

Effective July 1, 2015, 2 CCR 11091 requires all fitness for duty examinations after an employee's return from a CFRA leave to be job related and consistent with business necessity.

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the essential functions of his/her job with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work. **The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.**

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Rights to Reinstatement

Note: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position when he/she returns from such leave. However, such an employee has no greater right to reinstatement or other benefits than he/she would have if he/she had been continuously employed. In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee.

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4261.8
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FAMILY CARE AND MEDICAL LEAVE (continued)

The process for determining whether an employee is a "key employee" to whom the guarantee of reinstatement would not apply requires a detailed analysis and specific notifications to the employee. Legal counsel should be consulted if the district intends to deny leave or reinstatement.

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)

Note: Pursuant to 2 CCR 11089, as amended by Register 2015, No. 17, and 29 CFR 825.216, an employee who obtains FMLA or CFRA leave fraudulently is not protected by its job restoration provisions.

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

AR 4161.8(n)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion **of** the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

Note: The following **optional** section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country.

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to the U.S. Department of Labor's (DOL) [Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers](#), an employee may take all 12 weeks of his/her FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

Because CFRA does not cover similar leave, CFRA leave is not exhausted when utilizing military family leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Note: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "any other event" agreed to by the district and the employee. As an example of such other event, the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers lists leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, **R**est and **R**ecuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings

FAMILY CARE AND MEDICAL LEAVE (continued)

8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

Note: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is **optional** and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. As is the case with other FMLA leaves, only districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed are required to grant the military caregiver leave; see the section entitled "Eligibility" above.

FAMILY CARE AND MEDICAL LEAVE (continued)

According to the DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "son or daughter," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in *loco parentis*. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

FAMILY CARE AND MEDICAL LEAVE (continued)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Note: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for *veterans*, as provided below. Pursuant to 29 CFR 825.127, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

AR 4161.8(s)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 and 825.303 require the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

Note: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

The following paragraph is **optional**. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to the DOL's [Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers](#), an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

FAMILY CARE AND MEDICAL LEAVE (continued)

Notifications

Note: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

~~2 CCR 11095, as amended by Register 2015, No. 17, authorizes districts to meet the notice posting requirement through electronic posting and further clarifies the requirement for translation of the notice when 10 percent or more of the workforce at any facility are persons with a primary language other than English.~~ Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

Note: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following **optional** paragraph is for use by districts that require employees to provide advance notice.

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

FAMILY CARE AND MEDICAL LEAVE (continued)

3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

Note: Item #3b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

FAMILY CARE AND MEDICAL LEAVE (continued)

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

FAMILY CARE AND MEDICAL LEAVE (continued)

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference:

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections, and benefits under law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

12926 *Fair employment and housing act, definitions*

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

12945.6 Parental leave

12946 *Fair Employment and Housing Act: discrimination prohibited*

CODE OF REGULATIONS, TITLE 2

11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions*

11087-11098 *California Family Rights Act*

UNITED STATES CODE, TITLE 1

7 *Definition of marriage*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

COURT DECISIONS

United States v. Windsor, (2013) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Classified Personnel

AR 4261.1(a)

PERSONAL ILLNESS/INJURY LEAVE

Note: The following administrative regulation is subject to collective bargaining. Twelve days of paid personal illness or injury leave (sick leave) per year is the minimum prescribed by Education Code 45191 for classified employees employed five days a week in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including classified employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that an employee accrues at least 24 hours of sick leave or paid time off by the 120th calendar day of his/her employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and **only** district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district whose collective bargaining agreement meets all the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see sections titled "Short-Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below. For sick leave for certificated employees, see AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Note: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

A classified employee may use sick leave for absences due to:

PERSONAL ILLNESS/INJURY LEAVE (continued)

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)

2. Pregnancy, childbirth, and recovery (Education Code 45193)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

3. Personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

Note: **Optional** item #4 below may be revised to specify a different minimum increment.

4. Medical or dental appointments, in increments of not less than one hour

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

Note: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child, if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

Note: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit them to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in items **#6-7 7-8** below.

PERSONAL ILLNESS/INJURY LEAVE (continued)

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in item #~~6~~ **7** below, Labor Code 245.5 defines "family member" as an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with item #~~7~~ **8** below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

- ~~6~~ **7**. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
- ~~7~~ **8**. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #~~6~~ ~~7~~ **7-8**, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

Note: The following paragraph is **optional**.

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

Note: Pursuant to Education Code 45202, a classified employee who is terminated after at least one year of employment for any reason unrelated to discipline is entitled to have his/her accumulated sick leave transferred with him/her in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is **optional** and may be revised to reflect district practice.

PERSONAL ILLNESS/INJURY LEAVE (continued)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

Note: Education Code 45191.5, **as added by SB 1180 (Ch. 728, Statutes of 2016), as amended by SB 731 (Ch. 597, Statutes of 2017)**, provides that an employee **hired on or after January 1, 2017, who is a military veteran or is a former or current member of the California National Guard or federal reserve component** with a qualifying military service-connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher) is entitled to additional sick leave with pay for up to 12 days **for the purpose of undergoing medical treatment for a qualifying military service-connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher).** **As amended, Education Code 45191.5 provides that credit for such leave begins on the effective date of the employee's disability rating decision from the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. Such leave may only be taken during the first year of employment for the purpose of undergoing medical treatment, as specified below.**

In addition to any other entitlement for sick leave with pay, a **newly hired** classified employee who is a **military veteran with former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component** a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, **including mental health treatment**, for **his/her a** military service-connected disability **rated at 30 percent or higher by the U.S. Department of Veterans Affairs.** An eligible employee **employed who works** less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 45191.5)

The amount of leave shall be credited to the employee **either** on the **first day of employment** and shall remain available for the following 12 months of employment. Leave not used during the 12-month period shall not be carried over and shall be forfeited. **date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later.** When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. **If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day**

PERSONAL ILLNESS/INJURY LEAVE (continued)

maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

Note: Pursuant to Education Code 45191.5, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall ~~remain be~~ available for the following 12 months of employment **following the first date that the leave was credited.** Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

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

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Note: Pursuant to Education Code 45196, a district is authorized to pay any employee who has exhausted his/her paid leaves his/her salary minus the actual pay received by a substitute for the remainder of a five-month absence to which the employee is entitled (Option 1 below). Alternatively, such an employee may be compensated at 50 percent or more of his/her salary for up to 100 working days, regardless of whether or not a substitute is hired (Option 2 below).

Districts that maintain a catastrophic leave program for their classified employees should specify how the program will affect the differential leave pay to which the employee may be entitled.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Note: In 53 Ops.Cal.Atty.Gen. 111 (1970), the Attorney General clarified that a classified employee is entitled to a total period of five months, commencing with the first day of illness, during which the amount deducted from his/her salary may not exceed the sum which is actually paid a substitute. This five-month period runs concurrently with any other paid leave. After the employee has exhausted all paid leaves, he/she is entitled to differential pay for the balance of the five-month period.

In California School Employees Association v. Tustin Unified School District, the court ruled that a district could deduct from the absent employee's salary only the cost of an outside substitute employee, not the cost of existing classified employee(s) working additional hours to fill the position during the absence.

Pursuant to Education Code 45196, the amount paid to a substitute must be less than the absent employee's salary unless the Board has adopted a salary schedule for substitutes.

A classified employee who has exhausted all paid leaves, including sick leave, shall for the remainder of the five-month period of absence to which he/she is entitled, receive his/her salary minus the actual amount paid a substitute to fill the employee's position during his/her absence. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

PERSONAL ILLNESS/INJURY LEAVE (continued)**Differential Pay for Parental Leave**

Note: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights. Pursuant to Education Code 45196.1, as added by AB 2393 (Ch. 883, Statutes of 2016), the district is required to provide differential pay to a classified employee when he/she has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding), pursuant to Government Code 12945.2 (California Family Rights Act). Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, for up to 12 work weeks.

Education Code 45196.1 provides that such parental leave will run concurrently with parental leave taken pursuant to Government Code 12945.2. However, unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12 month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

During each school year, any classified employee who has exhausted may use all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave (baby bonding) pursuant to Government Code 12945.2 shall receive differential pay for the purpose of parental leave for a period up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. **(Education Code 45196.1)**

Note: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for parental leave pursuant to Education Code 45196.1 such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

Note: Pursuant to Education Code 45196.1, as added by AB 2393 (Ch. 883, Statutes of 2016), the district is required to provide differential pay to a classified employee when he/she has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave for the birth of the employee's child or placement of a child with the employee for adoption or foster care (baby bonding), pursuant to Government Code 12945.2 (California Family Rights Act). Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, for up to 12 work weeks.

Since Education Code 45196.1 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), it is unclear whether such employees would be entitled to differential pay. Districts should consult legal counsel if they have questions regarding differential pay for such employees.

PERSONAL ILLNESS/INJURY LEAVE (continued)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 45196.1)

Such ~~p~~Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

Note: Pursuant to Education Code 45195, the following extension of leave may be either paid or unpaid, and the Board may grant full pay for the full 18 months' allowable absence, if desired.
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A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

Note: Education Code 45191 mandates the Board to adopt regulations that require proof of illness or injury and prescribe the means of verification. However, Education Code 45191 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. The following section should be modified to reflect district practice and any procedures that have been specified in negotiated bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5, the paid sick leave law. Because the paid sick leave law is silent on requests for verification, and actually requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes
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PERSONAL ILLNESS/INJURY LEAVE (continued)

specified in Labor Code 246.5 (items #6-7 7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult legal counsel.

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Note: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or his/her family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Short-Term and Substitute Employees

Note: Pursuant to Labor Code 245-249, the district is required to grant a minimum of one hour of paid sick leave for every 30 hours worked by an employee who works for 30 days within a year of his/her employment. In implementing this requirement, Labor Code 246 permits the district to use any of the options specified below. Option 1 provides for paid leave accrual based on one hour for every 30 hours worked. Option 2 allows an accrual method that provides for a regular accrual basis and ensures that the employee receives 24 hours of paid sick leave by the 120th calendar day of his/her employment. Option 3 is for any district that credits employees with 24 hours of paid sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year. In addition, pursuant to Labor Code 245.5, retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions. The district should select the option below which corresponds to its approach under Labor Code 246.

See section below titled "Healthy Workplaces, Healthy Families Act Requirements" for additional requirements.

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be credited with 24 hours of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

Note: The following paragraph applies to all the above options.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

Note: The following paragraph applies to all of the above options and reflects the intent of the Healthy Workplaces, Healthy Families Act to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following paragraph may be revised to include additional reasons for which short-term or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, a district is not required to inquire into the purposes for which an employee uses paid leave.

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

Note: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this new law should consult its legal counsel.

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days

PERSONAL ILLNESS/INJURY LEAVE (continued)

- b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days
 - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
- 2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 - 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

- 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45191.5 Leave for military service connected disability

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

45202 Transfer of accumulated sick leave and other benefits

GOVERNMENT CODE

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops.Cal.Atty.Gen. 111 (1970)

CSBA Sample Board Policy

Students

BP 5022(a)

STUDENT AND FAMILY PRIVACY RIGHTS

Note: 20 USC 1232h, the Protection of Pupil Rights Act (PPRA), **mandates** that any district receiving funds from a program administered by the U.S. Department of Education (USDOE) adopt a policy regarding the (1) administration of surveys and physical exams/screenings, (2) right of parents to inspect instructional materials, and (3) collection of personal information for marketing purposes. See the accompanying administrative regulation for additional requirements pertaining to these topics.

The Governing Board respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information. ~~The Superintendent or designee shall develop regulations to ensure compliance with law when the district requests, retains, discloses, or otherwise uses the personal information of its students and their families.~~

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5021 - Noncustodial Parents)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 6162.8 - Research)

~~Requirements regarding the collection of personal information for marketing or sale shall not apply to the collection, disclosure, or use of personal information collected from students~~
The Superintendent or designee may collect, disclose, or use students' personal information for the **exclusive** purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

5. The sale by students of products or services to raise funds for school-related or education-related activities

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

(cf. 1321 - Solicitation of Funds from and by Students)

6. Student recognition programs

(cf. 5126 - Awards for Achievement)

Note: 20 USC 1232h mandates that districts adopt a policy concerning the collection, disclosure, or use of collected personal information for marketing purposes. Option 1 below is for use by districts that choose to prohibit the collection of personal information for marketing purposes. Option 2 is for use by districts that choose to authorize the collection of personal information for marketing purposes.

OPTION 1:

The Superintendent or designee is prohibited from collecting, disclosing, or using a student's individually identifiable information, including his/her name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of marketing or selling that information or providing the information to others for that purpose.

Note: Although 20 USC 1232h authorizes the collection, disclosure, or use of students' personal information, including social security numbers, for the purpose of marketing or selling, Education Code 49076.7 prohibits the collection of social security numbers or the last four digits of social security numbers unless otherwise required to do so by state or federal law. The collection of personal information for marketing purposes is not required by law, and thus districts should not collect social security numbers or the last four digits of social security numbers for marketing purposes.

In addition, pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are prohibited from collecting information or documents regarding citizenship or immigration status of students or their families.

However, the district shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

Note: The remainder of this policy is for use by all districts.

20 USC 1232h requires that the district's policy regarding student privacy be developed in consultation with parents/guardians. Such consultation could occur during meetings of the school site council or parent association or a separate committee could be convened to review the draft policy. The following paragraph may be modified to reflect district practice.

The **Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which** shall, at a minimum, address the following: (20 USC 1232h)

1. ~~Whether the district may collect personal information of students for marketing or sale.~~ **Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose**
2. ~~How the district will administer~~ **Arrangements to protect student privacy in the administration of** surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect **the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:**
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
4. ~~Whether the district may administer any nonemergency invasive~~ **Any nonemergency physical examinations or screenings that the school may administer**
5. ~~Notifications that the district will provide to students and parents/guardians with respect to their privacy rights~~

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committee)

(cf. 1230 - School-Connected Organizations)

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

Note: 20 USC 1232h mandates that the district's policy provide for reasonable notice to parents/guardians of the adoption or continued use of this policy. See the accompanying administrative regulation for additional requirements pertaining to the timing and content of such notice.

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

~~The Superintendent or designee shall consult with parents/guardians regarding the development of the procedures. (20 USC 1232h)~~

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Nonremoval of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpco>

CSBA Sample Administrative Regulation

Students

AR 5022(a)

STUDENT AND FAMILY PRIVACY RIGHTS

~~Collection of Personal Information for Marketing or Sale~~

[SECTION MOVED TO BP]

Surveys Requesting Information about Beliefs and Practices

Note: Education Code 51513 provides that districts shall not administer exams, surveys, or questionnaires containing questions about a student's or his/her family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian has provided prior written consent (i.e., "active consent"). The following paragraph regarding surveys is for use by all districts and is **mandated**, pursuant to 20 USC 1232h, for districts receiving funds from a program administered by the **U.S. Department of Education** (USDOE).

A student's parent/guardian, **or a student who is an adult or emancipated minor**, shall provide prior written consent before the student is required to participate in a survey inquiring about one or more of the following: (Education Code 51513; 20 USC 1232h)

1. Political affiliations or beliefs of the student or his/her parent/guardian
2. Mental or psychological problems of the student or his/her family
3. Sexual behavior or attitudes or personal beliefs and practices in family life or morality
4. Illegal, anti-social, self-incriminating, or demeaning behavior
5. Critical appraisals of other individuals with whom the student has close family relationships
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, or ministers
7. Religious practices, affiliations, or beliefs of the student or his/her parent/guardian
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5148 - Child Care and Development)

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

Note: Pursuant to 20 USC 1232h, districts receiving funds from a USDOE-administered program are **mandated** to adopt a policy regarding the district's arrangements to protect student privacy in the event that a student participates in a survey requesting information about beliefs and practices as defined above.

If a student participates in **such** a survey requesting information about **personal** beliefs and practices ~~as identified above~~, school officials and staff members shall not request or disclose the student's identity.

(cf. 6162.8 - Research)

Note: ~~The following paragraph is optional.~~ Education Code 51938 creates an exception to the ~~above~~ requirements **for prior written consent** by authorizing districts to **for districts that** administer to students in grades 7-12 anonymous, voluntary surveys regarding student health behaviors and risks upon providing written parent/guardian notification and allowing a parent/guardian to opt his/her child out of participation (i.e., "passive consent"). See sections below entitled "Parent/Guardian Access to Surveys and Instructional Materials" and "Notifications."

Notwithstanding the above requirements **for prior written consent**, the district may administer to students in grades 7-12 anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about student attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, in writing, that their child not participate. (Education Code 51938)

Note: Pursuant to Education Code 51514, as added by AB 677 (Ch. 744, Statutes of 2017), districts that administer a voluntary survey that includes questions pertaining to sexual orientation and/or gender identity are prohibited from removing such questions.

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)

Parent/Guardian Access to Surveys and Instructional Materials

Note: 20 USC 1232h **mandates** that districts receiving funds from a USDOE-administered program adopt a policy detailing a parent/guardian's right to inspect (1) survey instruments requesting information about the parent/guardian's or his/her child's personal beliefs and practices and (2) instructional materials used as part of the educational curriculum of the parent/guardian's child, as specified below. Under California law, Education Code 51101 authorizes parental inspection of instructional materials; see AR 5020 - Parent Rights and Responsibilities. In addition, pursuant to Education Code 51938, districts that administer to students in grades 7-12 anonymous, voluntary surveys regarding health behaviors and risks must allow parents/guardians the opportunity to review the instrument and to request that their child not participate.

Pursuant to 20 USC 1232h, those districts that authorize the collection of personal information for marketing or sale (Option 2 in the ~~section "Collection of Personal Information for Marketing or Sale" above~~

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

accompanying Board policy) are **mandated** to adopt a policy concerning a parent/guardian's right to inspect any instrument used for the collection of a student's personal information for purposes of marketing or selling the information.

The parent/guardian of any district student, upon his/her request, shall have the right to inspect: (Education Code 51938; 20 USC 1232h)

1. A survey or other instrument to be administered or distributed to his/her child that either collects personal information for marketing or sale or requests information about beliefs and practices
2. Any instructional material to be used as part of his/her child's educational curriculum

(cf. 5020 - Parent Rights and Responsibilities)

Note: 20 USC 1232h **mandates** districts receiving funds from a USDOE-administered program to adopt a policy which includes procedures for providing parents/guardians reasonable access to surveys, instruments, and instructional materials within a reasonable amount of time after the request has been received. The following paragraph may be modified to reflect the district's definition of a reasonable timeline and reasonable access.

Within a reasonable period of time after receiving a parent/guardian's request, the principal or designee shall permit the parent/guardian to view the survey or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

(cf. 1340 - Access to District Records)

Note: The following paragraph is **optional** ~~and may be revised to reflect district practice.~~

No student shall be subject to penalty for his/her parent/guardian's exercise of any of the rights stated above.

Health Examinations

Note: 20 USC 1232h **mandates** a district receiving funds from a USDOE-administered program to adopt a policy on ~~any nonemergency invasive~~ **certain** physical examinations or screenings **that the school may administer to students.** ~~that may be administered to district students.~~ **The administration of nonemergency, invasive physical examinations requires prior parental notification, as provided below. This requirement does not apply to any physical examination or screening that is permitted without parental notification by an applicable state law.**

Authorized school officials may administer to any student any physical examination or screening permitted under California law. However, no student shall be subjected to a

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

nonemergency, invasive physical examination without prior written notice to his/her parent/guardian, **unless an applicable state law authorizes the student to provide consent without parent/guardian notification.** (20 USC 1232h)

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but does not include a properly authorized hearing, vision, or scoliosis screening. (20 USC 1232h)

(cf. 5131.61 - Drug Testing)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

Notifications

Note: 20 USC 1232h requires that districts receiving funds from a USDOE-administered program notify parents/guardians of the following. **A sample notification letter is available on the web site of the USDOE's Family Policy Compliance Office.**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this **policy and** administrative regulation **and the accompanying Board policy**
3. The specific or approximate dates during the school year when the following activities are scheduled:
 - a. Survey requesting personal information
 - b. Physical examinations or screenings

Note: Item #c below is for districts that permit the collection of personal information for marketing or sale (Option 2 in the **section "Collection of Personal Information for Marketing or Sale" above accompanying Board policy**).

- c. Collection of personal information from students for marketing or sale

STUDENT AND FAMILY PRIVACY RIGHTS (continued)

~~Note: Education Code 51938 requires that districts administering anonymous, voluntary surveys regarding health behaviors and risks to students in grades 7-12 first provide parents/guardians with written notice. The following **optional** paragraph is for use by districts that choose to administer such surveys with "passive consent," as specified in the section "Surveys Requesting Information about Beliefs and Practices" above.~~

Prior to administering any anonymous and voluntary survey regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered. (Education Code 51938)

Parents/guardians shall also be notified of any substantive change to this policy and administrative regulation within a reasonable period of time after adoption of the change. (20 USC 1232h)

(cf. 5145.6 - Parental Notifications)

CSBA Sample Board Policy

Students

BP 5145.6(a)

PARENTAL NOTIFICATIONS

The Governing Board ~~recognizes that notifications are essential to~~ **desires to promote** effective communication between the school and the home **and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians.** The Superintendent or designee shall send ~~students and parents/guardians~~ **and students** all notifications required by law, ~~including notifications about their legal rights,~~ and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

Note: Education Code 48981 and 48982, as amended by AB 2262 (Ch. 17, Statutes of 2012), authorize annual parental notifications to be sent electronically upon request, as provided below.

~~The notice required pursuant to~~ **Notice of the rights and responsibilities of parents/guardians as specified in** Education Code 48980 shall be sent at the beginning of each academic year and may be provided ~~either~~ by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used ~~to communicate with parents/guardians in writing by the district for written communication with~~ **parents/guardians.** (Education Code 48981, ~~48982~~)

~~If any activity specified in Education Code 48980 will be undertaken by any school during the forthcoming school term, the notice shall state that fact and the approximate date on which any such activity will occur.~~ No such activity **specified in Education Code 48980** shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. **Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur.** (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

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

PARENTAL NOTIFICATIONS (continued)

Whenever a student enrolls in a district school during the school year, his/her parents/guardians shall be given all required parental notifications at that time.

Note: The following paragraph applies to notices required for certain federal programs, including, but not necessarily limited to, Title I notices pursuant to 20 USC 6311 and 6312, notices regarding the rights of parents/guardians of students with disabilities pursuant to 34 CFR 300.503 and 300.504, and notices of the educational rights of homeless students pursuant to 42 USC 11432. The following paragraph may be revised to reflect district practice.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

~~Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in either language. **Education Code 48985 requires the California Department of Education (CDE) to notify districts, by August 1 of each year, of the schools and the languages for which the translation of notices is required based on census data submitted to the CDE in the preceding fiscal year.** —As amended by AB 2262 (Ch. 17, Statutes of 2012), Education Code 48981 requires notifications sent electronically to conform to the primary language requirements of Education Code 48985. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.~~

~~The following paragraph should be modified to reflect district practice.~~

~~Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law. **Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language.** (Education Code 48981, 48985; 20 USC 6311, 6312)~~

Whenever an employee learns that a student's parent/guardian is, **for any reason**, unable to understand the district's printed notifications **for any reason**, **he/she shall inform** the principal or designee, **who** shall work with the parent/guardian to establish other appropriate means of communication.

Legal Reference: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference:

EDUCATION CODE

221.5 *Prohibited sex discrimination*

231.5 *Sexual harassment policy*

234.7 *Student protections relating to immigration and citizenship status*

262.3 *Appeals for discrimination complaints; information regarding availability of civil remedies*

310 *Language acquisition programs*

313 *Reclassification of English learners, parental consultation*

313.2 *Long-term English learner, notification*

440 *English language proficiency assessment; instruction in English language development*

8483 *Before/after school program; enrollment priorities*

17288 *Building standards for university campuses*

17611.5-17612 *Notification of pesticide use*

32221.5 *Insurance for athletic team members*

32255-32255.6 *Right to refuse harmful or destructive use of animals*

32390 *Fingerprint program; contracts; funding; consent of parent/guardian*

33479.3 *The Eric Paredes Sudden Cardiac Arrest Prevention Act*

35160.5 *Extracurricular and cocurricular activities*

35178.4 *Notice of accreditation status*

35182.5 *Advertising in the classroom*

35183 *School dress codes; uniforms*

35186 *Complaints concerning deficiencies in instructional materials and facilities*

35211 *Driver training; district insurance, parent/guardian liability*

35256 *School Accountability Report Card*

35258 *School Accountability Report Card*

35291 *Rules for student discipline*

37616 *Consultation regarding year-round schedule*

39831.5 *School bus rider rules and information*

~~48412 *Certificate of proficiency*~~

44050 *Employee codes of conduct, employee interactions with students*

44808.5 *Permission to leave school grounds*

46010.1 *Notice regarding excuse to obtain confidential medical services*

46014 *Regulations regarding absences for religious purposes*

46600-46611 *Interdistrict attendance agreements*

48000 *Minimum age of admission*

48070.5 *Promotion or retention of students*

48204 *Residency requirements*

48205 *Absence for personal reasons*

48206.3 *Students with temporary disabilities; individual instruction; definitions*

48207-48208 *Students with temporary disabilities in hospitals*

48213 *Prior notice of exclusion from attendance*

48216 *Immunization*

48260.5 *Notice regarding truancy*

48262 *Need for parent conference regarding truancy*

48263 *Referral to school attendance review board or probation department*

48301 *Interdistrict transfers*

48350-48361 *Open Enrollment Act*

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

- 48354 *Option to transfer from school identified under Open Enrollment Act*
- 48357 *Status of application for transfer from school identified under Open Enrollment Act*
- 48412 *Certificate of proficiency*
- 48432.3 *Voluntary enrollment in continuation education*
- 48432.5 *Involuntary transfers of students*
- 48850-48859 *Education of foster youth and homeless students*
- ~~48853.5 *Placement of foster youth*~~
- 48900.1 *Parental attendance required after suspension*
- 48904 *Liability of parent/guardian for willful student misconduct*
- 48904.3 *Withholding grades, diplomas, or transcripts*
- 48906 *Notification of release of student to peace officer*
- 48911 *Notification in case of suspension*
- 48911.1 *Assignment to supervised suspension classroom*
- 48912 *Closed sessions; consideration of suspension*
- 48915.1 *Expelled students; enrollment in another district*
- 48916 *Readmission procedures*
- 48918 *Rules governing expulsion procedures*
- 48929 *Transfer of student convicted of violent felony or misdemeanor*
- 48980 *Required notification at beginning of term*
- 48980.3 *Notification of pesticide use*
- 48981 *Time and means of notification*
- 48982 *Parent signature acknowledging receipt of notice*
- 48983 *Contents of notice*
- 48984 *Activities prohibited unless notice given*
- 48985 *Notices to parents in language other than English*
- 48987 *Child abuse information*
- 49013 *Use of uniform complaint procedures for complaints regarding student fees*
- 49063 *Notification of parental rights*
- 49067 *Student evaluation; student in danger of failing course*
- 49068 *Transfer of permanent enrollment and scholarship record*
- 49069 *Absolute right to access*
- 49070 *Challenging content of student record*
- 49073 *Release of directory information*
- 49073.6 *Student records, social media*
- 49076 *Access to student records*
- 49077 *Access to information concerning a student in compliance with court order*
- 49403 *Cooperation in control of communicable disease and immunization*
- 49423 *Administration of prescribed medication for student*
- 49451 *Physical examinations: parent's refusal to consent*
- 49452.5 *Screening for scoliosis*
- 49452.7 *Information on type 2 diabetes*
- 49452.8 *Oral health assessment*
- 49456 *Results of vision or hearing test*
- 49471-49472 *Insurance*

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

49475 Student athletes; concussions and head injuries

49480 Continuing medication regimen for nonepisodic conditions

49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970

49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account

51225.1 Exemption from district graduation requirements

51225.2 Course credits; foster youth, homeless youth, **and** former juvenile court school students **and military-connected students**

51225.3 Graduation requirements; courses that satisfy college entrance criteria

51229 Course of study for grades 7-12

51513 Personal beliefs; privacy

51938 HIV/AIDS and sexual health instruction

52164 Language census

52164.1 Census-taking methods; determination of primary language; assessment of language skills

52164.3 Reassessment of English learners; notification of results

54444.2 Migrant education programs; parent involvement

56301 Child-find system; policies regarding written notification rights

56321 Special education: proposed assessment plan

56321.5-56321.6 Notice of parent rights pertaining to special education

56329 Written notice of right to findings; independent assessment

56341.1 Development of individualized education program; right to audio record meeting

56341.5 Individualized education program team meetings

56343.5 Individualized education program meetings

56521.1 Behavioral intervention

58501 Alternative schools; notice required prior to establishment

60615 Exemption from state assessment

60641 California Assessment of Student Performance and Progress

60850-60859 High school exit examination

69432.9 Submission of grade point average to Cal Grant program

CIVIL CODE

1798.29 District records, breach of security

HEALTH AND SAFETY CODE

1596.857 Right to enter child care facility

104420 Tobacco use prevention

104855 Availability of topical fluoride treatment

116277 Lead testing of school drinking water

120365-120375 Immunizations

120440 Sharing immunization information

124100-124105 Health screening and immunizations

PENAL CODE

626.81 Notice of permission granted to sex offender to volunteer on campus

627.5 Hearing request following denial or revocation of registration

CODE OF REGULATIONS, TITLE 5

852 Exemptions from state assessments

863 Reports of state assessment results

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 5 (continued)

3052 Behavioral intervention

~~4917 Notification of sexual harassment policy~~

4622 Notification of uniform complaint procedures

4631 Uniform complaint procedures; notification of decision and right to appeal

4702 Student transfer from school identified under Open Enrollment Act

~~4917 Notification of sexual harassment policy~~

11303 Reclassification of English learners

11511.5 English language proficiency assessment; test results

11523 Notice of proficiency examinations

18066 Child care policies regarding excused and unexcused absences

18094-18095 Notice of Action; child care services

18114 Notice of delinquent fees; child care services

18118-18119 Notice of Action; child care services

CODE OF REGULATIONS, TITLE 17

2951 Hearing tests

6040 Time period to obtain needed immunizations

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1232h Privacy rights

1415 Procedural safeguards

6311 State plan

6312 Local educational agency plans

~~6316~~ **6318** Parent and family engagement

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

1758 Child nutrition programs

11431-11435 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 7

245.5 Eligibility criteria for free and reduced-price meals

245.6a Verification of eligibility for free and reduced-price meals

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

99.30 Disclosure of personally identifiable information

99.34 Student records, disclosure to other educational agencies

99.37 Disclosure of directory information

104.32 District responsibility to provide free appropriate public education

104.36 Procedural safeguards

104.8 Nondiscrimination

106.9 Dissemination of policy, nondiscrimination on basis of sex

200.~~6148~~ Teacher qualifications

300.300 Parent consent for special education evaluation

300.322 Parent participation in IEP team meetings

300.502 Independent educational evaluation of student with disability

300.503 Prior written notice regarding identification, evaluation, or placement of student with disability

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34 (continued)

300.504 *Procedural safeguards notice for students with disabilities*

300.508 *Due process complaint*

300.530 *Discipline procedures*

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 *Asbestos inspections, response actions and post-response actions*

763.93 *Asbestos management plans*

Management Resources:

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

WEB SITES

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>

CSBA Sample Exhibit

Students

E 5145.6(a)

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 ~~relieves~~ **releases** districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of ~~2016 (SB 826, Ch. 23, Statutes of 2016)~~ **2017 (AB 97, Ch. 14, Statutes of 2017)** extends the suspension of these requirements through the ~~2016-17~~ **2017-18** fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

~~In addition to the notices required by law, there are other notices that districts are recommended to distribute. For example, AR 5145.3 - Nondiscrimination/Harassment includes an optional notice regarding the rights of transgender and gender-nonconforming students. Furthermore, although the California High School Exit Examination is suspended through the 2017-18 school year pursuant to Education Code 60851.5 and therefore the notice described in Education Code 60850 is not currently required, districts may choose to notify parents/guardians of the suspension of the exam and the possibility that it could subsequently be reinstated.~~ **The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.**

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6174 6142.2 AR 6142.2 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Copy of sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.61 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6174 6142.2 AR 6142.2 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	AR 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2 , 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner , description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before participation in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
To person holding educational rights, w Within 30 days of foster youth, homeless youth, or former juvenile court school student, or child of military family being transferred between high schools	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6316 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities

(5/16 3/17) 3/18

CSBA Sample Board Policy

Instruction

BP 6162.5(a)

STUDENT ASSESSMENT

Note: The following **optional** policy may be revised to reflect district practice. **For information about required state assessments administered as part of the California Assessment of Student Performance and Progress (CAASPP), see BP/AR 6162.51 - State Academic Achievement Tests.**

The following paragraph addresses potential uses of student assessment data. Pursuant to Education Code 52060, as added by AB 97 (Ch. 47, Statutes of 2013), applicable statewide student assessments must be used as one of the measures of the district's annual goals for student achievement included in its local control accountability plan; see AR 0460 - Local Control and Accountability Plan. In addition, pursuant to Education Code 44662, evaluations of certificated staff must include an assessment of students' progress toward meeting district standards of expected student achievement at each grade level in each area of study and, if applicable, toward state standards as measured by state criterion-referenced assessments (i.e., assessments that test students' mastery of the content). However, Education Code 44662 prohibits the use of publishers' norms established by standardized tests (i.e., assessments that compare students' performance to a representative sample of students) for the purpose of evaluating and assessing certificated staff performance. The use of student assessment results in staff evaluations may also be addressed in collective bargaining agreements or employment contracts. See BP/AR 4115 - Evaluation/Supervision and BP 4315 - Evaluation/Supervision.

The Governing Board recognizes that student assessments are an important instructional and accountability tool. To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.

(cf. 6162.51 - State Academic Achievement Tests)

Note: The following paragraph addresses potential uses of student assessment data. Pursuant to Education Code 52060, applicable statewide student assessments must be used as one of the measures of progress toward the district's annual goals for student achievement included in its local control and accountability plan; see AR 0460 - Local Control and Accountability Plan. In addition, pursuant to Education Code 44662, evaluations of certificated staff must include an assessment of students' progress toward meeting district standards of expected student achievement at each grade level in each area of study and, if applicable, toward state standards as measured by state criterion-referenced assessments (i.e., assessments that test students' mastery of the content). However, Education Code 44662 prohibits the use of publishers' norms established by standardized tests (i.e., assessments that compare students' performance to a representative sample of students) for the purpose of evaluating and assessing certificated staff performance. The use of student assessment results in staff evaluations may also be addressed in collective bargaining agreements or employment contracts. See BP/AR 4115 - Evaluation/Supervision and BP 4315 - Evaluation/Supervision.

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

STUDENT ASSESSMENT (continued)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6011 - Academic Standards)
(cf. 6142.7 - Physical Education and Activity)
~~*(cf. 6162.52 - High School Exit Examination)*~~
(cf. 6190 - Evaluation of the Instructional Program)

In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and ~~the~~ test publisher's directions, and that test administration procedures are fair and equitable for all students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6162.54 - Test Integrity/Test Preparation)

Note: Education Code 52052 requires that schools and districts demonstrate comparable improvement in academic achievement by all "numerically significant" student subgroups, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. A "numerically significant" subgroup is one that consists of at least 30 students, or 15 foster youth or homeless students, **each of whom has with** a valid test score. To evaluate the extent to which the district fulfills this responsibility, it will be important to examine disaggregated student assessment results as provided below.

~~As a condition of using~~ **Pursuant to Education Code 49558, the Governing Board may adopt policy allowing the use of** individual applications or records from the free and reduced-price meal program to identify students for the purpose of disaggregating student achievement data. ~~Education Code 49558 requires the Governing Board to adopt policy allowing such use of individual records and requires that confidentiality be ensured to the extent possible; see~~ **See BP/AR 3553 - Free and Reduced Price Meals for optional language providing such authorization.**

~~To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.~~ As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

~~*(cf. 3553 - Free and Reduced Price Meals)*~~

~~In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.~~

STUDENT ASSESSMENT (continued)

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the community in understanding test results.

(cf. 0510 - School Accountability Report Card)

Interim and Formative Assessments

Note: At their discretion, districts may choose to use the Smarter Balanced interim and formative assessments, which are part of the California Assessment of Student Performance and Progress. Pursuant to Education Code 60642.6, as amended by AB 1035 (Ch. 752, Statutes of 2017), these tests may be used, in combination with other sources of information, to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Education Code 60642.7, as added by AB 1035, specifies that results of such assessments shall not be used for any high-stakes purpose.

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6152 - Class Assignment)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Learners)

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

STUDENT ASSESSMENT (continued)**Individual Record of Accomplishment**

Note: The following **optional** section is for use by districts that maintain high schools.

The Superintendent or designee shall ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following: (Education Code 60607)

~~Note: Pursuant to Education Code 60607, as amended by AB 484 (Ch. 489, Statutes of 2013), the individual record of accomplishment must include results of the state assessments established pursuant to Education Code 60640-60649 (the California Assessment of Student Performance and Progress) or any predecessor assessments (i.e., the Standardized Testing and Reporting Program).~~

1. The results of the state achievement tests **required and** administered **as part of the California Assessment of Student Performance and Progress, or any predecessor assessments,** pursuant to Education Code 60640-60649 ~~or any predecessor assessments~~
2. The results of any end-of-course examinations taken
3. The results of any vocational education certification examinations taken

(cf. 6178 - Career Technical Education)

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record of accomplishment to a postsecondary educational institution for the purposes of credit, placement, or admission. (Education Code 60607)

(cf. 5125 - Student Records)

Legal Reference: (see next page)

STUDENT ASSESSMENT (continued)

Legal Reference:

EDUCATION CODE

- 313 *Assessment of English language development*
 - 10600-10610 *California Education Information System*
 - 44660-44665 *Evaluation and assessment of performance of certificated employees (Stull Act)*
 - 49558 *Free and reduced-price meals; use of individual applications and records*
 - 51041 *Evaluation of educational program*
 - 51450-51455 *Golden State Seal Merit Diploma*
 - 52052 **Accountability Academic Performance Index**; numerically significant student subgroups
 - 52060-52077 *Local control and accountability plan*
 - 60600-60649 *Assessment of academic achievement, especially:*
 - 60640-60649 *California Assessment of Student Performance and Progress*
 - 60800 *Physical fitness testing*
 - 60810-60812 *Assessment of English language development*
 - ~~60850-60859 *High school exit examination*~~
 - 60900 *California Longitudinal Pupil Achievement Data System*
- #### CODE OF REGULATIONS, TITLE 5
- 850-864 *California Assessment of Student Performance and Progress*
 - ~~1200-1225 *High School Exit Examination*~~
- #### UNITED STATES CODE, TITLE 20
- 9622 *National Assessment of Educational Progress*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Key Elements of Testing, May 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Teachers' Use of Student Data Systems to Improve Instruction, 2007

WEB SITES

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

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

CSBA Sample Board Policy

Instruction

BP 6171(a)

TITLE I PROGRAMS

Note: The following policy is for use by districts that receive funding through Title I, Part A, of the federal Elementary and Secondary Education Act (20 USC 6311-6322), which supports basic programs designed to improve the academic achievement of economically disadvantaged students. The No Child Left Behind Act of 2001 (20 USC 6313) establishes school eligibility criteria and priorities for funding. Title I funds received by the district must be allocated to eligible schools or eligible school attendance areas, in rank order, on the basis of the number of students from low-income families. 20 USC 6313 further provides that districts may continue to serve a school or school attendance area for one additional year after it loses its eligibility. Pursuant to 20 USC 6314 and 6321, Title I funds must be used only to supplement, not supplant, funds that would be available from nonfederal sources for the education of students participating in Title I.

In order to improve the academic achievement of students from economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments. **The Governing Board desires to provide a high-quality education that enables all students to meet challenging state academic standards. In schools with a large number or percentage of economically disadvantaged families, the district shall use Title I funds to provide services that strengthen the academic program and provide support to students at risk of failing to achieve academic standards.**

(cf. 6011 - Academic Standards)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs. (20 USC 6314, 6321)

~~The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)~~

~~*(cf. 0420 - School Plans/Site Councils)*~~

Note: 20 USC 6312 requires that districts receiving Title I funds develop a local educational agency (LEA) plan with specified components. In California, districts have the option of addressing each LEA plan provision within the local control and accountability plan (LCAP), the LCAP Federal Addendum, or another document, provided that the location of each provision is referenced within the LCAP Federal Addendum. A template for the LCAP Federal Addendum is available on the California Department of Education's (CDE) web site.

Title I schoolwide programs are required to develop school-level comprehensive plans addressing the components listed in 20 USC 6314; see the accompanying administrative regulation.

TITLE I PROGRAMS (continued)

Descriptions of how the district will address the required components of the Title I local educational agency plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.

(cf. 0420 - School Plans/Site Councils)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

~~The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)~~

~~*(cf. 0420 - School Plans/Site Councils)*~~

Note: 20 USC 6318 mandates each district and each school receiving Title I funds to have a written parent/**guardian and family engagement involvement** policy developed jointly with and agreed upon by parents/guardians of participating students. See BP/AR 6020 - Parent Involvement for language fulfilling this mandate.

In addition, the district and each school receiving Title I funds shall develop a written ~~parent involvement~~ **parent/guardian and family engagement** policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

Local Educational Agency Plan

Note: 20 USC 6312 requires that districts receiving Title I funds develop a local educational agency (LEA) plan with specified components. Pursuant to 20 USC 6312, any LEA plan submitted to the California Department of Education (CDE) following enactment of the No Child Left Behind Act of 2001 will remain in effect for the duration of the district's participation in Title I, with periodic revisions. ~~Guidance and a template are available on the CDE's web site to assist in the development and revision of the LEA plan.~~

~~20 USC 6312 requires that the LEA plan be developed in consultation with specified stakeholders, as provided below. The CDE guidance clarifies that all subsequent amendments also must be developed in consultation with these stakeholders and that both the initial plan and subsequent revisions must be approved by the Governing Board. Revisions of the plan must be kept on file in the district.~~

~~The CDE guidance suggests that the LEA plan be reviewed and updated at least once each year. The following paragraph may be revised to reflect the frequency of review desired by the Board.~~

~~The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards.~~

TITLE I PROGRAMS (continued)

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.

Comparability of Services

Note: 20 USC 6321(e)(3)(A) mandates any district receiving Title I funds to develop procedures to ensure compliance with legal requirements regarding comparability of services. Pursuant to 20 USC 6321, requirements regarding comparability do not apply to districts that do not have more than one building for each grade span.

State and local funds used in schools receiving Title I funds, state and local funds shall be used to provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

Note: ~~Items #1-5 below should be revised to reflect district practice.~~ Pursuant to 20 USC 6321, a district will be considered to have met the legal requirement for comparability if it provides the CDE with written assurances that it has established and implemented (1) a districtwide salary schedule; (2) a policy ensuring equivalence among schools in teachers, administrators, and other staff; and (3) a policy ensuring equivalence among schools in the provision of curriculum materials and instructional supplies. U.S. Department of Education nonregulatory guidance, Title I Fiscal Issues, and the CDE clarify that these written assurances alone would be insufficient to establish comparability. The district must keep records documenting that the salary schedule and policies were actually implemented and that they resulted in equivalence among schools in staffing, materials, and supplies. **Items #1-4 below reflect methods of determining comparability authorized by the CDE. For further information, see the CDE's guidance Meeting Title I, Part A Comparability Requirements, available on its web site.**

To demonstrate comparability of services among district schools, the district shall:

1. ~~The Board shall aA~~ adopt and implement a districtwide salary schedule.

Note: **Items #2a and b below reflect methods authorized by the CDE to U.S. Department of Education nonregulatory guidance, Title I Fiscal Issues, presents examples of various methods that may be used to determine comparability of staffing, and may be revised to reflect district practice.** on the basis of student staff ratios. Item #2 below reflects the method used by the CDE to annually calculate and compare the district's student staff ratios based on data collected through the California Basic Educational Data System (CBEDS). If the ratios are found to be noncomparable, the CDE will notify the district and review other indicators to determine whether corrective actions are needed. The district may revise item #2 to establish additional or alternative methods for determining comparability of student staff ratios.

2. **Ensure equivalence in teachers, administrators, and other staff, as measured by either or both of the following:**

TITLE I PROGRAMS (continued)

- 2. a.** The ratio of students to ~~teachers, administrators, and other staff~~ **instructional staff** at each Title I school **within a grade span, which** shall not exceed 110 percent of the average ratio ~~across for all~~ non-Title I **district** schools **within that grade span**
- ~~4. All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.~~
- 3. Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average.**
- 4. Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools**
- ~~5. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.~~

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to **disabled** students **with disabilities**, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

Note: Although 20 USC 6321 requires records of compliance to be updated biennially, U.S. Department of Education (**USDOE**) nonregulatory guidance, Title I Fiscal Issues, clarifies that because Title I allocations are made annually, demonstrating comparability is an annual requirement. ~~The CDE monitors comparability data annually per an agreement with the U.S. Department of Education.~~ **CDE requires districts to complete and submit their comparability reports each fall. Districts with schools that fail the initial comparability test are given additional time to resolve the issues and resubmit their report with supporting documentation in the winter.**

TITLE I PROGRAMS (continued)

The following paragraph may be modified to reflect district practice. U.S. Department of Education guidance, *Title I Fiscal Issues*, suggests that the timeline for evaluating comparability be set early enough in the school year to allow corrective actions to be taken as needed in a manner that minimizes disruption to school operations.

At the beginning of each school year, the Superintendent or designee shall **annually assess** ~~measure~~ comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Participation of Private School Students

~~The district~~ The Superintendent or designee shall provide or contract to provide special educational services, **instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring,** or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis **in comparison to services and other benefits for with participating** public school students. (20 USC 6320, 7881)

Program Evaluation

Note: ~~20 USC 6316 contains requirements for schools receiving Title I funds that fail to make "adequate yearly progress" for two or more consecutive school years; see BP/AR 0520.2 Title I Program Improvement Schools.~~ The following section may be revised to reflect district practice. **During the Federal Program Monitoring process, the CDE will review whether the district monitors the effectiveness of district plans to help low-achieving students meet challenging academic achievement standards and revises those plans as necessary.**

20 USC 6311 requires each state to have an accountability system that incorporates multiple measures, including, but not limited to, statewide assessment results for all students as well as numerically significant student subgroups. California's accountability system (the California School Dashboard) consists of both state and local indicators to assist districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Beginning in the 2018-19 school year, CDE will notify schools identified for comprehensive and/or targeted support and improvement pursuant to 20 USC 6311. See BP 0500 - Accountability.

~~The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)~~

The Board shall regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's

TITLE I PROGRAMS (continued)

progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.

(cf. 0500 - Accountability)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

~~52055.57 Districts identified or at risk of identification for program improvement~~

52060-52077 Local control and accountability plan

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

~~6316 School improvement~~

6318 Parent involvement and family engagement

6320 Participation of private school students

6321 Comparability of services

6333-6335 Grants to local educational agencies

6391-6399 Education for migrant students

7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-~~200.79~~ **200.73** Improving basic programs for disadvantaged students

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

LEA Plan, rev. May 17, 2006

Frequently Asked Questions About Title I Schoolwide Programs

Local Control and Accountability Plan Federal Addendum Template

Meeting Title I, Part A Comparability Requirements, October 2017

Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005

Management Resources continued: (see next page)

TITLE I PROGRAMS (continued)

Management Resources: (continued)

U.S. DEPARTMENT OF EDUCATION GUIDANCE PUBLICATIONS

Fiscal Changes and Equitable Services Requirements Under the Elementary and Secondary Education Act of 1965 (ESEA), as Amended by the Every Student Succeeds Act, Non-Regulatory Guidance, November 21, 2016

Title I Fiscal Issues, Non-Regulatory Guidance, May 26, 2006 February 2008

Designing Schoolwide Programs, Non-Regulatory Guidance, March 22, 2006

Supplemental Educational Services, June 13, 2005

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

Parental Involvement: Title I, Part A, April 23, 2004

Serving Preschool Children Under Title I, March 4, 2004

Title I Services to Eligible Private School Students, October 17, 2003

Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov/iasa/titleone>
<https://www.cde.ca.gov/sp/sw>

No Child Left Behind: <http://www.ed.gov/nclb>

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

CSBA Sample Administrative Regulation

Instruction

AR 6171(a)

TITLE I PROGRAMS

Schoolwide Programs

Note: Pursuant to 20 USC 6314, Title I funds may be used and consolidated with other federal, state, and local program funds to upgrade the entire educational program in schools that meet eligibility criteria pursuant to 20 USC 6314 and 34 CFR 200.25. Schools participating in schoolwide programs are not required to identify particular children students as eligible or identify individual services as supplementary. The following optional section is for use by districts with eligible school(s) schoolwide programs.

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. The Superintendent or designee shall inform any such eligible school and the school's parents/guardians of the school's eligibility and its ability to consolidate funds from federal, state, and local sources for program purposes. (20 USC 6312, 6314; 34 CFR 200.25)

Note: 20 USC 6314 provides that an ineligible school may request a waiver from the California Department of Education (CDE) to operate a schoolwide program, taking into account how a schoolwide program will best serve the needs of the students in the school. For information regarding the criteria and process for seeking a waiver, see the CDE's web site.

A school that does not meet these criteria may operate a Title I schoolwide program if it receives a waiver from the California Department of Education. (20 USC 6312, 6314)

Note: 20 USC 6314 requires schools with Title I schoolwide programs to develop a comprehensive plan with specified components. Pursuant to Education Code 64001, this plan must be consolidated with plans required for other federal and state categorical programs into a single plan for student achievement (SPSA). The SPSA must be developed by a school site council or other school advisory group; see BP/AR 0420 - School Plans/Site Councils. However, because 20 USC 6314 requires broader engagement, the district must ensure that plan development provides opportunities for the participation of the individuals listed below. The following paragraph may be revised to reflect district practice.

Any school operating a schoolwide program shall develop a comprehensive plan with the involvement of parents/guardians, other members of the community to be served, and individuals who will carry out the plan, including teachers, principals, other school leaders, paraprofessionals present in the school, administrators (including administrators of other federal education programs), the district, tribes and tribal organizations present in the community, and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, secondary school students as applicable, and other individuals determined by the school. (20 USC 6314)

TITLE I PROGRAMS (continued)*(cf. 0400 - Comprehensive Plans)**(cf. 6020 - Parent Involvement)*

Any participating school shall develop, annually review, and update a single plan for student achievement which incorporates the plan required by 20 USC 6314 for reforming the school's total instructional program and **The schoolwide program plan shall be based on a comprehensive needs assessment of the entire school and shall be incorporated into a single plan for student achievement which also incorporates the plans required by** other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

(cf. 0420 - School Plans/Site Councils)

A schoolwide program shall include: **The plan shall describe the strategies that the school will implement to address school needs, including a description of how such strategies will:** (20 USC 6314)

1. ~~A comprehensive needs assessment of the entire school, including the needs of migrant students, which includes the achievement of students in relation to state academic content and achievement standards~~

*(cf. 6162.5 - Student Assessment)**(cf. 6162.51 - State Academic Achievement Tests)**(cf. 6162.52 - High School Exit Examination)**(cf. 6175 - Migrant Education Program)*

2. **Schoolwide reform strategies that:**

- a. **1. Provide opportunities for all students, including economically disadvantaged students, ethnic subgroups, students with disabilities, and English learners, to meet the state's proficient and advanced levels of achievement state academic standards**

(cf. 6011 - Academic Standards)

- b. **2. Use effective methods and instructional strategies, based on scientifically based research, that strengthen the school's core academic program, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education and include strategies for meeting the educational needs of historically underserved populations**

*(cf. 5148.2 - Before/After School Programs)**(cf. 6111 - School Calendar)**(cf. 6112 - School Day)*

TITLE I PROGRAMS (continued)*(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6177 - Summer ~~School~~ Learning Programs)***Note: Item #3 may be revised to reflect the grade levels and programs offered by the district.**

- e. 3.** ~~Include strategies to address the needs of all students in the school, but particularly the needs of low-achieving students and those at risk of not meeting state achievement academic standards, through activities which may include the following: who are members of the target population of any program that is part of the schoolwide program~~

~~Such strategies may include counseling, student services, mentoring services, college and career awareness and preparation, and the integration of vocational and technical education programs.~~

*(cf. 6164.2 - Guidance/Counseling Services)**(cf. 6164.5 - Student Success Teams)*

~~d. Address how the school will determine if student needs have been met~~

~~e. Are consistent with and designed to implement state and local improvement plans, if any~~

*(cf. 0520.2 - Title I Program Improvement Schools)**(cf. 0520.3 - Title I Program Improvement Districts)*

- a. Counseling, school-based mental health programs, specialized instructional support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas**

*(cf. 5141.6 - School Health Services)**(cf. 6164.2 - Guidance/Counseling Services)**(cf. 6164.5 - Student Success Teams)*

- b. Preparation for and awareness of opportunities for postsecondary education and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school**

*(cf. 6141.4 - International Baccalaureate Program)**(cf. 6141.5 - Advanced Placement)**(cf. 6172.1 - Concurrent Enrollment in College Classes)**(cf. 6178 - Career Technical Education)*

TITLE I PROGRAMS (continued)

c. Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act

d. Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments and to recruit and retain effective teachers, particularly in high-need subjects

~~3. High quality and ongoing professional development for teachers, principals, paraprofessionals, and, if appropriate, student services personnel, other staff, and parents/guardians to enable all students in the school to meet state academic achievement standards~~

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

~~(cf. 4131 - Staff Development)~~

~~(cf. 4222 - Teacher Aides/Paraprofessionals)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

~~4. Strategies to attract high quality, highly qualified teachers to high-need schools~~

~~5. Strategies to increase parent involvement~~

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

6. e. Plans Strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs

~~(cf. 5148.3 - Preschool/Early Childhood Education)~~

~~7. Measures to include teachers in decisions regarding the use of academic assessments to provide information on and to improve the achievement of individual students and the overall instructional program~~

~~8. Activities to ensure that students who experience difficulty mastering the proficient and advanced levels of academic standards shall be provided with effective, timely additional assistance, which shall include measures for timely identification of students' difficulties and provision of sufficient information on which to base effective assistance~~

~~(cf. 6179 - Supplemental Instruction)~~

TITLE I PROGRAMS (continued)

~~9. Coordination and integration of federal, state, and local services and programs~~

The plan shall also include a description of any applicable federal, state, and local programs that will be consolidated in the schoolwide program. (20 USC 6314; 34 CFR 200.27)

The plan and its implementation shall be regularly monitored and revised as necessary based on student needs to ensure that all students are provided opportunities to meet state academic standards. (20 USC 6314)

Targeted Assistance Programs

Note: Pursuant to 20 USC 6315, any school that is selected to receive Title I funds but is ineligible for or chooses not to operate a schoolwide program may only use Title I funds for programs that provide services to eligible students identified as having the greatest need for special assistance.

~~Items #1-2 below~~ The following paragraph may be revised to reflect grade levels offered by the district.

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to: **eligible students who are failing, or most at risk of failing, to meet state academic standards. Students shall be identified on the basis of multiple, educationally related, objective criteria, except that students in preschool through grade 2 shall be selected solely on the basis of criteria, including objective criteria, established by the district and supplemented by the school. (20 USC 6315)**

~~1. Students in grades 3-12 identified by the school as failing, or most at risk of failing, to meet the state's academic achievement standards on the basis of criteria established by the district and supplemented by the school~~

~~2. Students in preschool through grade 2 selected solely on the basis of such criteria as teacher judgment, interviews with parents/guardians, and developmentally appropriate measures~~

Eligible students include those who are economically disadvantaged; students with disabilities; migrant students, including those who participated in a migrant education program pursuant to 20 USC 6391-6399 in the preceding two years; English learners; students who participated in a Head Start or state preschool program in the preceding two years; students in a local institution for neglected or delinquent children and youth or attending a community day program for such students; and homeless students. (20 USC 6315)

A Any targeted assistance program shall: (20 USC 6315)

TITLE I PROGRAMS (continued)

1. Use program resources to help participating students meet state academic achievement standards, **which may include programs, activities, and academic courses necessary to provide a well-rounded education expected for all students**
- ~~2. Ensure that program planning is incorporated into existing school planning~~
- ~~3.~~ **2.** Use **effective** methods and instructional strategies, ~~based on scientifically based research,~~ that strengthen the **core** academic program, ~~give primary consideration to providing extended learning time, help provide an accelerated, high-quality curriculum, and minimize removing students from the regular classroom during regular school hours for instruction provided by Title I through activities which may include:~~
 - a. Expanded learning time, before- and after-school programs, and summer programs and opportunities**
 - b. A schoolwide tiered model to prevent and address behavior problems, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act**
- ~~4.~~ **3.** Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs
- ~~5. Provide instruction by highly qualified teachers~~
- ~~6.~~ **4.** Provide ~~opportunities for~~ professional development ~~to for~~ teachers, principals, **other school leaders,** paraprofessionals, and, if appropriate, **student services personnel specialized instructional support personnel**, ~~other staff, and parents/guardians and other school personnel~~ who work with **participating eligible** students **in Title I programs or in the regular education program. The professional development shall be provided using funds from Title I and, to the extent practicable, other sources.**
- ~~7.~~ **5.** ~~Provide~~ **Implement** strategies to increase ~~parent~~ **the** involvement **of** **parents/guardians of participating students**

Note: Item #6 may be revised to reflect programs offered by the district.
--

- ~~8.~~ **6.** **If appropriate and applicable,** ~~Coordinate~~ and integrate federal, state, and local services and programs, such as **programs supported by the Elementary and Secondary Education Act, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career technical education programs, and comprehensive or targeted support and improvement activities under 20 USC 6311**

TITLE I PROGRAMS (continued)

- 7. Provide assurances to the Superintendent or designee that the program will:**
 - a. Help provide an accelerated, high-quality curriculum**
 - b. Minimize the removal of students from the regular classroom during regular school hours for instruction supported by Title I funds**
 - c. On an ongoing basis, review the progress of participating students and revise the targeted assistance program, if necessary, to provide additional assistance to enable such students to meet state academic standards**

Participation of Private School Students

~~The Superintendent or designee shall provide or contract to provide special educational services or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis with participating public school students. (20 USC 6320, 7881)~~

Teachers, ~~other educational personnel,~~ and families of participating private school students shall have an opportunity to participate, on an equitable basis, in ~~parent involvement~~ **parent/guardian and family engagement** activities and professional development pursuant to 20 USC 6318 ~~and 6319.~~ (20 USC 6320, 7881)

Note: 20 USC 6320 requires meaningful and timely consultation with private school officials as described below. Pursuant to 20 USC 6320, a private school official has the right to complain to the CDE that the district ~~did not engage in consultation that was meaningful and timely or did not give due consideration to the views of the private school official~~ **did not comply with these requirements, and the district must forward the appropriate documentation to the CDE.**

The Superintendent or designee shall consult, ~~in a meaningful and timely manner,~~ with appropriate private school officials, **in a meaningful and timely manner,** during the design and development of the district's Title I programs, **with the goal of reaching agreement on**

TITLE I PROGRAMS (continued)

how to provide equitable and effective programs for eligible private school students. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include ~~a discussion of~~ **consultation on issues such as the following:** (20 USC 6320, 7881; 34 CFR ~~200.63~~ **200.56**)

1. How the needs of private school students will be identified
2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to **eligible** private school students, **and** the proportion of funds **that is to be** allocated for such services, **and how that proportion of funds is determined**

Note: Pursuant to 20 USC 6320, the district has the final authority to calculate, each year or every two years, the number of private school students, ages 5-17, who are from low-income families. The district may use the same measure of low income as used to determine eligibility for public school students or any other measure listed in 20 USC 6320(c)(1).

6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of services to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor
9. **Whether the district will provide services directly or through a separate government agency, consortium, entity, or third-party contractor**
10. **Whether to provide services to eligible private school students by pooling funds or on a school-by-school basis**

TITLE I PROGRAMS (continued)

11. When services will be provided, including the approximate time of day

12. Whether to consolidate and use funds provided under Title I with other funds available for services to private school students

If the district disagrees with the views of private school officials with respect to any of the above issues, the district shall provide the officials, in writing, the reasons that the district disagrees. (20 USC 6320)

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The ~~Superintendent or designee~~ **district** shall maintain, and shall provide to the ~~California Department of Education upon request~~ **CDE**, a written affirmation signed by officials of each participating private school that consultation has occurred. **The affirmation shall provide the option for private school officials to indicate their belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to private school students. If private school officials do not provide the affirmation within a reasonable period of time, the district shall send documentation to the CDE demonstrating that the consultation has, or attempts at such consultation have, taken place. (20 USC 6320)**

~~Note: The following paragraph is optional. CDE and U.S. Department of Education guidance on the participation of private school students address actions that should be taken if private school officials fail to sign the above affirmation in a reasonable period of time, as provided below.~~

~~If the private school officials do not provide such affirmation within a reasonable period of time, the Superintendent or designee shall maintain records of the consultation or the offer of consultation.~~

(cf. 3580 - District Records)

~~Note: In addition to the records described above, CDE guidance on the participation of private school students suggests that the following records be maintained. **Optional** items #1-4 below may be revised or expanded to reflect district practice.~~

~~The Superintendent or designee also shall maintain records documenting that:~~

~~1. The needs of private school teachers and/or private school students were identified.~~

~~2. The funds made available were equitable to those allocated for public school students and teachers.~~

TITLE I PROGRAMS (continued)

3. ~~The district's program met the needs of the private school teachers and/or private school students.~~

4. ~~The district made efforts to resolve any complaints made by private school representatives.~~

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

Administrative Regulation

Grades/Evaluation Of Student Achievement

AR 5121
Students

Written report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

(cf. 6020 - Parent Involvement)

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)

For each student in grades 9-12, the Superintendent or designee shall maintain a transcript recording the courses taken, the term that each course was taken, credits earned, final grades, and date of graduation.

(cf. 5125 - Student Records)
(cf. 6146.1 - High School Graduation Requirements)

Grades for Achievement

For schools identified as elementary schools: students' level of progress shall be reported as follows:

- 1 Standard not met
- 2 Standard nearly met
- 3 Standard met

For schools identified as middle and high schools, grades for achievement shall be reported for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or No Achievement	0 grade points
I		Incomplete	0 grade points

An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Because of the more rigorous nature of Advanced Placement, students receiving a grade of A, B, or C in those courses shall receive extra grade weighting as follows:

A	(90-100%)	Outstanding Achievement	5.0 grade points
B	(80-89%)	Above Average Achievement	4.0 grade points
C	(70-79%)	Average Achievement	3.0 grade points

(cf. 6141.5 - Advanced Placement)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

(cf. 6142.7 - Physical Education and Activity)

Student performance in high school physical education courses shall be based upon evaluation of the student's individual progress, attainment of goals in each instructional area, tests designed to determine skill and knowledge, and physical performance tests. (5 CCR 10060)

Grades for College Courses

When the district has approved a student to receive district credit for coursework completed at a community college or four-year college, he/she shall receive the same letter grade as is granted by the college.

Grades for Citizenship, Study Skills, and Effort

Grades for citizenship, study skills, and effort shall be reported as follows:

O	Outstanding
S	Satisfactory
N	Needs Improvement

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of a letter grade.

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive a Fail grade shall not receive credit for taking the course.

Peer Grading

At their discretion, teachers may use peer grading of student tests, papers, and assignments as appropriate to reinforce lessons.

Repeating Classes

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course. The highest grade received shall be used in determining the student's overall grade point average (GPA).

Withdrawal from Classes

A student who drops a course during the first six weeks of the grading period may do so without any entry on his/her permanent record card. A student who drops a course after the first six weeks of the grading period may receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

Effect of Absences on Grades

Teachers who may choose to withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians of such a possibility at the beginning of the school year or semester. When a student reaches the number of unexcused absences defined as excessive in Board policy, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.

(cf. 5113 - Absences and Excuses)

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of excessive unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent for any reason specified in Education Code 49069.5.

(cf. 6173.1 - Education for Foster Youth)

Grade Point Average

The Superintendent or designee shall calculate each student's GPA using the grade point assigned to each letter grade in accordance with the scale described in the section "Grades for Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed. Pass/Fail grades shall not be included in the determination of a student's GPA.

(cf. 5126 - Awards for Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

When plus and minus designations are added to letter grades, they shall not be considered in determining GPA.

Each academic year, the Superintendent or designee shall provide to the Student Aid Commission the GPA of all district students in grade 12, except for students who have opted out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)

Regulation RIVER DELTA UNIFIED SCHOOL DISTRICT
approved: DRAFT June 12, 2018 Rio Vista, California

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: X

From: Don Beno, Superintendent

Item Number: 12

SUBJECT Request to approve the *first reading* of the updated or new Board Policies, Administrative Regulation and or Exhibits due to new legislation or mandated language and citation revisions as of May 2018.

Action: X

Consent Action:

Information Only:

Background:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District policies, regulations and exhibits. AR 5121 has been revised to reflect the changes in our grading practices to align with the California Department of Education State Standards.

Status:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to May 2018 which need to be approved for *first reading*.

These policies, etc., will be submitted for second reading for final approval at the June 26, 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 *first reading* of these policies and regulations resulting from legislation effective prior to May 2018 as submitted.

Time: 5 mins.

POLICY GUIDE SHEET

May 2018

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 0410 - Nondiscrimination in District Programs and Activities

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. Policy also reflects provisions of the Attorney General's model policy and **NEW LAW (SB 31)** which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

E 0420.41 - Charter School Oversight

(E revised)

Exhibit updated to reflect **NEW LAWS** affecting requirements for charter schools, including **AB 1360** which clarifies that the charter school's admission preferences must be approved by the district board, **AB 830** which repeals the high school exit examination requirement, **AB 1360** which requires parental notification that parent/guardian involvement is not a requirement for enrollment at the charter school, **AB 699** which requires charter schools to adopt policy consistent with the model policy on immigration enforcement developed by the California Attorney General, **AB 2097** (2016) which prohibits the collection of social security numbers, **AB 841** which prohibits advertising or promotion of non-nutritious foods or beverages, **SB 250** which requires parental notification within 10 days of a negative meal account balance and prohibits different treatment of students with unpaid meal fees, and **SB 138** which requires "very high poverty schools" to apply to provide lunch and/or breakfast free of charge to all students under a federal universal service provision.

BP/AR 3514 - Environmental Safety

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 746)** which provides that, if a community water system finds lead above specified levels in a school's potable water system, the district must notify parents/guardians, shut down fountains and faucets, and provide a source of drinking water to students. Policy also deletes details regarding district strategies that are duplicated in the AR. Regulation also updates material related to particulate filters in school buses and carbon monoxide detectors to reflect current law.

BP 3514.1 - Hazardous Substances

(BP revised)

Policy updated to reflect legal requirements regarding toxic art and craft supplies, formerly in BP 6161.3 - Toxic Art Supplies.

BP/AR 3516 - Emergencies and Disaster Preparedness Plan

(BP/AR revised)

Policy expands paragraph on the involvement of staff and community groups in plan development, consistent with U.S. Department of Education recommendation. Policy also adds training on staff responsibilities in an emergency or disaster, clarifies staff's legal obligation to serve as disaster service workers, and clarifies that board members are not considered disaster service workers. Regulation expands prevention strategies to include measures to increase the security of school facilities, expands crisis communications methods to include social media and electronic communications, and adds assembly of key information into a "crisis response box" that can be easily accessed in an emergency.

POLICY GUIDE SHEET

May 2018

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AR 3541 - Transportation Routes and Services

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1453)** which authorizes districts to provide for the transportation of adult volunteers to and from educational activities. Regulation also reflects requirement to provide transportation consistent with a student's Section 504 plan, and clarifies the district's responsibility with respect to transportation for homeless students and foster youth.

BP/AR 4158/4258/4358 - Employee Security

(BP/AR revised)

Policy updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP.

BP/AR 4161.9/4261.9/4361.9 - Catastrophic Leave Program

(BP/AR revised)

Policy and regulation substantially revised and reorganized to clarify requirements for the catastrophic leave program. Policy recommends that donated leave be placed into a pool for eligible employees rather than earmarked for particular employees, and adds notification to employees regarding the program. Regulation provides that donation of leave be made in writing to the superintendent rather than the board, encourages employees to retain sufficient leave for their own potential use, establishes a maximum amount of catastrophic leave that may be used by an individual employee, and provides that employees will be ineligible for catastrophic leave while receiving workers' compensation benefits.

BP/AR 5111 - Admission

(BP/AR revised)

Policy updated to reflect state law prohibiting the collection of social security numbers or the last four digits of the social security numbers of students or their parents/guardians, unless otherwise required by law. Policy also reflects **NEW LAW (AB 699)** which prohibits districts from inquiring into students' citizenship or immigration status and the California Attorney General's model policy which provides that, under the limited circumstances when such information must be collected to comply with eligibility requirements for special state or federal programs, such information should be collected separately from the school enrollment process. Regulation updated to reflect a requirement of the Attorney General's model policy that prohibits districts from requiring documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. Regulation also reflects the authority to accept a parent/guardian affidavit as evidence of a child's age when other documentation is not available.

BP/AR 5111.1 - District Residency

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 699)** which prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. Regulation also updated to reflect **NEW LAWS** providing that a student meets district residency requirements if the student's parent/guardian is transferring or pending transfer to a military installation within the state (**SB 455**), or the student's parent/guardian was a resident of California who departed the state against his/her will pursuant to a transfer by a government agency, a court order, or the federal Immigration and Nationality Act (**SB 257**).

POLICY GUIDE SHEET

May 2018

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BP/AR 5125 - Student Records

(BP/AR revised)

Policy updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which (1) prohibits districts from collecting information regarding students' citizenship or immigration status, and (2) requires district staff to receive training in the gathering and handling of sensitive student information. Policy also reflects state law limiting the collection of students' social security numbers or the last four digits of the social security numbers, and **NEW LAW (SB 31)** which prohibits districts from assisting in the compilation of a list, registry, or database based on students' national origin, ethnicity, or religion. Regulation updated to reflect **NEW LAW (SB 233)** which expands the types of records related to foster youth that must be made accessible to specified agencies, and a requirement of the Attorney General's model policy that the annual parental notification include a statement that a student's citizenship, place of birth, or national origin will not be released without parental consent or a court order.

AR/E 5125.1 - Release of Directory Information

(AR/E revised)

Regulation and exhibit updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which requires that the annual parental notification include a statement that directory information does not include citizenship status, immigration status, place of birth, or national origin.

BP 5131.2 - Bullying

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. Policy also reflects the California Attorney General's model policy developed pursuant to **AB 699**, which requires staff training with specified components related to bullying prevention and response.

BP/AR 5145.13 - Response to Immigration Enforcement

(BP/AR added)

New policy and regulation reflect **NEW LAW (AB 699)** which mandates districts to adopt, by July 1, 2018, policy consistent with the model policy developed by the California Attorney General, including policy related to the district's response to requests by law enforcement for access to information, students, or school grounds for immigration enforcement purposes and actions to be taken in the event that a student's family member is detained or deported. Policy also reflects **NEW LAW (SB 31)** which prohibits districts from compiling or assisting federal government authorities with compiling a list, registry, or database based on students' national origin, ethnicity, or religion.

BP/AR 5145.3 - Nondiscrimination/Harassment

(BP/AR revised)

Minor revisions made in policy and regulation to reflect **NEW LAW (AB 699)** which prohibits discrimination based on immigration status.

BP 5145.9 - Hate-Motivated Behavior

(BP revised)

Policy updated to define hate-motivated behavior and expand material related to collaboration, staff training, and enforcement of rules regarding student conduct. Policy also provides for the use of uniform complaint procedures when the behavior is determined to be based on unlawful discrimination.

BP 6161.3 - Toxic Art Supplies

(BP deleted)

Policy deleted and key concepts incorporated into BP 3514.1 - Hazardous Substances.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0410(a)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

Note: ~~Government Code 11138~~ **Education Code 234.1** mandates districts to adopt ~~rules~~ **policy** and regulations to ensure that district programs and activities are free from unlawful discrimination. In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220, **as amended by AB 699 (Ch. 493, Statutes of 2017)**, prohibits discrimination based on race or ethnicity, nationality, **immigration status**, sex, sexual orientation, gender, gender identity, gender expression, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Government Code 11135 prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. For policy language protecting students against discrimination and harassment, see BP/AR 5145.3 - Nondiscrimination/Harassment and BP/AR 5145.7 - Sexual Harassment.

Education Code 260 and 5 CCR 4900-4965 require the Governing Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights of the U.S. Department of Education, and the California Department of Education may investigate complaints regarding discrimination pursuant to 5 CCR 4600-~~4687~~ **4670**.

Similarly, Government Code 12940 provides protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment. For policy language addressing these protections as they relate to volunteers, see BP 1240 - Volunteer Assistance, and in relation to employees, unpaid interns, and job applicants, see BP 4030 - Nondiscrimination in Employment.

The Governing Board is committed to providing equal opportunity for all individuals in ~~education~~ **district programs and activities**. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital **status**, pregnancy, ~~or~~ parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, **gender or** expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

(cf. 6145 - Extracurricular and Cocurricular Activities)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
 (cf. 6164.6 - Identification and Education Under Section 504)
 (cf. 6178 - Career Technical Education)
 (cf. 6200 - Adult Education)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), mandates that districts adopt policy consistent with the California Attorney General's model policy contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. That model policy includes statements regarding the equitable provision of services and a prohibition against the use of school resources or data for creating a registry based on specific characteristics. In addition, Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017), prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
 (cf. 3553 - Free and Reduced Price Meals)
 (cf. 5145.13 - Response to Immigration Enforcement)

Note: Education Code 221.2-221.3 (the California Racial Mascot Act), as added by AB 30 (Ch. 767, Statutes of 2015), declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames in public schools to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname beginning January 1, 2017. The following paragraph expands this prohibition to include any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice.

District programs and activities shall **also** be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Note: Pursuant to Education Code 221.5, a district is required to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. See BP/AR 5145.3 - Nondiscrimination/Harassment. For further information, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students and its Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

~~Annually,~~ The Superintendent or designee shall **annually** review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Many nondiscrimination laws and regulations contain a notification requirement. For example, pursuant to 34 CFR 104.8 and 106.9, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the basis of disability **and or** sex in its educational programs or activities. In addition, Education Code 221.61, ~~as added by SB 1375 (Ch. 655, Statutes of 2016),~~ requires ~~that, on or before July 1, 2017,~~ districts **must to** post specified information relating to Title IX on their web sites. To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in ~~each~~ **the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in** announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed **by the district.** ~~to these groups and, as applicable, to the public. As appropriate, such~~ **The notification shall also be posted on the district's web site and, when available, district-supported social media and shall be posted** in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations **as appropriate** ~~and shall be posted on the district's web site and, when available, district-supported social media.~~

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires the following notification. Information about the educational rights of all students is contained in the appendix of the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

Note: Pursuant to the ADA and its implementing regulations, 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the U.S. Department of Justice.

In addition, pursuant to 28 CFR 35.136, a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2 - Animals at School. Districts with questions about compliance with the ADA should consult with legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

Note: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.

In addition, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). In effect, the district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available.

A U.S. Department of Justice technical assistance publication, Accessibility of State and Local Government Websites to People with Disabilities, affirms that the ADA applies to district-sponsored web sites. Examples of technical standards for web site accessibility are available from the World Wide Web Consortium, California Department of Education's standards for state web sites, and other sources; **The U.S. Department of Education's Office for Civil Rights (OCR) has interpreted the ADA and Section 504 of the Rehabilitation Act of 1973 to include the requirement that district web sites be accessible to individuals with disabilities. See the OCR's June 2010 and May 2011 Dear Colleague Letters and see BP 1113 - District and School Web Sites.**

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Note: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the district's compliance with state and federal laws and regulations governing educational programs as identified in the district's uniform complaint procedures. The

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

following paragraph, which identifies the person or position identified in the AR 1312.3 - Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Superintendent
445 Montezuma Street, Rio Vista, CA 94571
(707) 374-1700
Superintendent@rdusd.org

Legal Reference: (see next page)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

48980 Parental notifications

48985 *Notices to parents in language other than English*

51007 *Legislative intent: state policy*

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 *Definitions*

11135 *Nondiscrimination in programs or activities funded by state*

~~11138 Rules and regulations~~

12900-12996 *Fair Employment and Housing Act*

54953.2 *Brown Act compliance with Americans with Disabilities Act*

PENAL CODE

422.55 *Definition of hate crime*

422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

4600-~~4687~~ **4670** *Uniform complaint procedures*

4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities in Education Act*

1681-1688 *Discrimination based on sex or blindness, Title IX*

2301-2415 *Carl D. Perkins Vocational and Applied Technology Act*

6311 *State plans*

6312 *Local education agency plans*

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VI, Civil Rights Act of 1964*

2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*

2000h-2000h-6 *Title IX*

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

36.303 *Auxiliary aids and services*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 *Nondiscrimination in federal programs, effectuating Title VI*

104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*

106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX, especially:*

106.9 *Dissemination of policy*

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

~~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~~

Management Resources continued: (see next page)

BP 0410(h)

Management Resources: (continued)

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

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

California Office of the Attorney General: <http://oag.ca.gov>

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

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

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Policy Reference UPDATE Service

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**CSBA Sample
Exhibit**

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

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

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

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

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

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

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

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

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

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance, ~~except for existing students of the charter school,~~ shall be determined by a public random drawing, ~~Preference shall be~~ **with preference** extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
 - c. Other admission preferences may be permitted by the **Governing Board of the chartering** district on an individual school basis consistent with law. (Education Code 47605)

E 0420.41(c)

9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
11. If the school offers a kindergarten program: (Education Code 48000)
 - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2
 - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

Note: Education Code 44830.1 and 45122.1 prohibit charter schools from hiring any person who has been convicted of a violent or serious felony as defined in Penal Code 667.5 and 1192.7, unless that person has received a certificate of rehabilitation and a pardon. Schools also may not retain in employment any temporary, substitute, or probationary employee who has been convicted of a violent or serious felony. See AR 4112.5/4212.5/4312.5 — Criminal Record Check. Education Code 45125.1 requires a criminal background check for certain employees of an entity contracting with a charter school. See AR 3515.6 — Criminal Background Checks for Contractors.

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

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

15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for

E 0420.41(d)

more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

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

18. If the school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components (Education Code 215)
19. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)
20. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, ~~60850-60859~~)
21. ~~Until July 31, 2018, g~~Grant a high school diploma to any student who completed grade 12 in the 2003-04 ~~school year or a subsequent~~ **through 2014-15** school year and ~~who has~~ met all applicable graduation requirements other than the passage of the high school exit examination (Education Code ~~60851.6~~ **51413**)

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

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

Note: Education Code 47612.5 provides that charter schools offering independent study are subject to Education Code 51745-51749.3. Education Code 51745 requires that no course included among the courses required for graduation may be offered solely through independent study. However, pursuant to 5 CCR 11705, a charter school offering grades 9-12 shall be deemed to be an "alternative school" for purposes of

E 0420.41(e)

independent study and thus, according to the CDE, would comply with this provision because students in such alternative schools are enrolled voluntarily and, if they wished, could attend any other district high school in which the courses were offered via classroom instruction.

23. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
24. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
25. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

Note: Education Code 33479.1, and 33479.3, and 49475 as added by AB 1639 (Ch. 792, Statutes of 2016), require charter schools that elect to conduct athletic activities to provide student athletes and their parents/guardians with information on the nature and warning signs of **concussions/head injuries and sudden cardiac arrest**. Such information is available ~~from the~~ **on the web site of the California Interscholastic Federation (CIF)** or, if the athletic activity is not governed by the CIF, ~~on the CDE's web site. Additionally, Education Code 33479.5, as added by AB 1639, and CIF bylaws provide for a student's removal from participation in an athletic activity if he/she passes out or faints. See BP/AR 6145.2 – Athletic Competition.~~

26. If the school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)
27. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)

E 0420.41(f)

28. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)

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

~~28.~~ **29.** Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

30. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7

31. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)

~~29.~~ **32.** Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

~~30.~~ **33.** If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

~~31.~~ **34.** If the school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

E 0420.41(g)

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

In addition, pursuant to Vehicle Code 28160, as added by SB 1072, on or before the beginning of the 2018-19 school year, each school bus, school activity bus, youth bus, and child care motor vehicle, as defined, must be equipped with a "child safety alert system" (i.e., a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle).

- 32. 35.** Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus (Education Code 39831.3)
- 33. 36.** Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
- a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
 - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
- 34. 37.** Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)
- 35. 38.** Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
- a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
 - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
 - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration

E 0420.41(h)

Note: Education Code 49414.3, as added by AB 1748 (Ch. 557, Statutes of 2016), authorizes charter schools to make emergency naloxone hydrochloride or another opioid antagonist available to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. See BP/AR 5141.21 — Administering Medication And Monitoring Health Conditions.

- ~~36.~~ **39.** If the school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist
- 40.** If the school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)
- 41.** If the school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; ensure that a student with unpaid school meal fees is not shamed, treated differently, or served a meal that differs from other students; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)
- 42.** If the school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)
- ~~37.~~ **43.** Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)
- ~~38.~~ **44.** Annually prepare and submit financial reports to the district Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

E 0420.41(i)

- b. By July 1 **each year**, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template adopted by the State Board of Education. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5, 52064)

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

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

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

E 0420.41(j)

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

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

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

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

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

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

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CSBA Sample Board Policy

ENVIRONMENTAL SAFETY

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

Education Code 17070.75 requires **any each** district participating in the state's School Facility Program ~~or Deferred Maintenance Program~~ to have a facility inspection system ~~in place~~ to ensure that **facilities are each school facility is** kept in good repair. ~~as defined in~~ Pursuant to Education Code 17002, a facility is in **"good repair" when it is maintained in a manner that ensures that it is clean, safe, and functional in accordance with criteria set forth in** ~~and determined according to~~ the Facility Inspection Tool developed by the Office of Public School Construction. ~~This tool includes a number of environmental safety conditions;~~ ~~s~~See AR 3517 - Facilities Inspection. In addition, the U.S. Environmental Protection Agency (EPA) has developed the Healthy School Environments Assessment Tool (HealthySEAT), a software program designed to be customized by districts to conduct voluntary self-assessments of environmental conditions, such as chemical management, hazardous materials and waste, indoor and outdoor air quality, moisture/mold control, pest control, ultraviolet radiation, and construction/renovation of school facilities. For further information, see EPA's web site.

The Governing Board recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall regularly assess school facilities to identify environmental health risks **and** ~~. He/she~~ shall ~~establish a comprehensive plan~~ **develop strategies** to prevent and/or mitigate environmental hazards. **He/she shall consider** ~~based on a consideration of~~ the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff **and students, including the impact on student achievement and attendance.** ~~attendance, student attendance, and student achievement.~~

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

(cf. 3517 - Facilities Inspection)

(cf. 4157/4257/4357 - Employee Safety)

~~*(cf. 5030 - Student Wellness)*~~

(cf. 5142 - Safety)

(cf. 7111 - Evaluating Existing Buildings)

~~Strategies addressed in the district's plan shall include, but not necessarily be limited to, the following:~~ **Such strategies shall focus on maximizing healthy indoor air quality; monitoring the quality of outdoor air and adjusting outdoor activities as necessary; reducing exposure to vehicle emissions; minimizing exposure to lead and mercury; reducing the risk of unsafe drinking water; inspecting and properly abating asbestos; appropriately storing, using, and disposing of potentially hazardous substances; using effective least toxic pest management practices; reducing the risk of foodborne illness; and addressing any other environmental hazards identified during facilities inspections.**

BP 3514(b)

ENVIRONMENTAL SAFETY (continued)

- (cf. 3510 - Green School Operations)*
- (cf. 3513.3 - Tobacco-Free Schools)*
- (cf. 3514.1 - Hazardous Substances)*
- (cf. 3514.2 - Integrated Pest Management)*
- (cf. 3516.5 - Emergency Schedules)*
- (cf. 3540 - Transportation)*
- (cf. 3541.1 - Transportation for School-Related Trips)*
- (cf. 3542 - School Bus Drivers)*
- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 5141.23 - Asthma Management)*
- (cf. 5141.7 - Sun Safety)*
- (cf. 5142.2 - Safe Routes to School Program)*
- (cf. 6142.7 - Physical Education and Activity)*
- (cf. 6163.2 - Animals at School)*
- (cf. 7150 - Site Selection and Development)*

Note: Districts that select **optional** item #1 below to require strategies for indoor air quality are encouraged to review CSBA's policy briefs on Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments and Asthma Management in the Schools. Also see the accompanying administrative regulation.

1. — Ensuring good indoor air quality by maintaining adequate ventilation; using effective maintenance operations to reduce dust, mold, mildew, and other indoor air contaminants; and considering air quality in the site selection, design, and furnishing of new or remodeled facilities

- (cf. 3513.3 - Tobacco Free Schools)*
- (cf. 5141.23 - Asthma Management)*
- (cf. 6163.2 - Animals at School)*
- (cf. 7150 - Site Selection and Development)*

Note: In order to determine when poor outdoor air quality necessitates limiting outdoor activities, as provided in **optional** item #2 below, districts may use local or online resources to obtain forecasts of air quality and ultraviolet radiation. See the accompanying administrative regulation, BP 5141.7 - Sun Safety, and CSBA's policy brief on Sun Safety in Schools.

2. — Limiting outdoor activities when necessary due to poor outdoor air quality, including excessive smog, smoke, or ozone, or when ultraviolet radiation levels indicate a high risk of harm

- (cf. 3516.5 - Emergency Schedules)*
- (cf. 5141.7 - Sun Safety)*
- (cf. 6142.7 - Physical Education and Activity)*

Note: 13 CCR 2480 establishes requirements for limiting idling by school buses and other commercial motor vehicles in order to reduce exposure to diesel exhaust and other air contaminants as provided in **optional** item #3 below; see the accompanying administrative regulation.

BP 3514(c)

3. Reducing exposure to diesel exhaust and other air contaminants by limiting unnecessary idling of school buses and other commercial motor vehicles

(cf. 3540—Transportation)

(cf. 3541.1—Transportation for School-Related Trips)

(cf. 3542—School Bus Drivers)

Note: According to the EPA and the Centers for Disease Control and Prevention, exposure to lead, which may be particularly hazardous for young children, can occur through multiple means as described in **optional** item #4 below and in the accompanying administrative regulation.

4. Minimizing exposure to lead in paint, soil, and drinking water

Note: Education Code 49410.5 requires districts to comply with EPA guidelines for inspection and management of asbestos-containing materials, as provided in **optional** item #5 below and the accompanying administrative regulation. Naturally occurring asbestos may be found in rocks or soil and released into the air by routine human activities or weathering processes. According to the EPA, asbestos-containing materials and naturally occurring asbestos that are intact generally do not pose a health risk, but these materials may become hazardous if they are disturbed and thereby released into the air.

5. Inspecting facilities for naturally occurring asbestos and asbestos-containing building materials that pose a health hazard due to damage or deterioration and safely removing, encapsulating, enclosing, or repairing such materials

Note: 8 CCR 5194 requires that a written hazard communication program be developed and implemented by employers whose employees may have potential exposure to hazardous substances, as provided in **optional** item #6 below; see BP/AR 3514.1—Hazardous Substances for further information.

6. Ensuring the proper storage, use, and disposal of potentially hazardous substances

(cf. 3514.1—Hazardous Substances)

(cf. 6161.3—Toxic Art Supplies)

Note: Education Code 17608-17613 require the use of effective least toxic pest management practices for the management of pests at school sites, as provided in **optional** item #7 below; see AR 3514.2—Integrated Pest Management for further information.

7. Ensuring the use of effective least toxic pest management practices

(cf. 3514.2—Integrated Pest Management)

Note: State and federal law (Health and Safety Code 113700-114437 and 42-USC-1758) establish sanitation and safety requirements for food services, as provided in **optional** item #8 below; see BP/AR 3550—Food Service/Child Nutrition Program and CSBA's fact sheet on **Food Safety Requirements**.

BP 3514(d)

8. Instituting a food safety program for the storage, preparation, delivery, and service of school meals in order to reduce the risk of foodborne illnesses

(cf. 3550 - Food Service/Child Nutrition Program)

Note: Health and Safety Code 116277, as added by AB 746 (Ch. 746, Statutes of 2017), requires a community water system serving a school to test for lead in the potable water system of the school and, if the school's lead level exceeds a defined level, the district must notify parents/guardians, take immediate steps to shut down all fountains and faucets where the excess lead levels may exist, and provide a potable source of drinking water to students. Schools that have their own water supply, such as a well, are required to test for lead, copper, and other contaminants in tap water pursuant to other state and federal law and regulations, including 22 CCR 64670-64679 and 40 CFR 141.80-141.91. See the California Water Boards' "Frequently Asked Questions about Lead Testing of Drinking Water in California Schools: Updated for Assembly Bill 746/Health and Safety Code 116277." For more information in regard to lead exposure and remediation, see the accompanying administrative regulation.

In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, **water boards**, and other community organizations.

(cf. 1020 - Youth Services)

The Superintendent or designee shall provide the district's maintenance and facilities staff, bus drivers, food services staff, teachers, and other staff as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmentally **safe and healthy** at the schools.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

(cf. 5141.6 - School Health Services)

Legal Reference: (see next page)

BP 3514(e)

ENVIRONMENTAL SAFETY (continued)

Legal Reference:

EDUCATION CODE

17002 Definition of "good repair"

17070.75 Facilities inspection

17582 Deferred maintenance fund

17590 Asbestos abatement fund

17608-~~17613~~-**17614** Healthy Schools Act of 2000, least toxic pest management practices

32080-32081 Carbon monoxide devices

32240-32245 Lead-Safe Schools Protection Act

48980.3 Notification of pesticides

49410-49410.7 Asbestos materials containment or removal

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000, least toxic pest management practices

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

HEALTH AND SAFETY CODE

105400-105430 Indoor environmental quality

113700-114437 California Retail Food Code, sanitation and safety requirements

116277 Lead testing of potable water at schools and requirements to remedy

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 8

337-339 Hazardous substances list

340-340.2 Occupational safety and health, rights of employees

1528-~~1533~~-**1537** Construction safety orders; exposure to hazards

5139-5223 Control of hazardous substances

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

2480 Vehicle idling

CODE OF REGULATIONS, TITLE 17

35001-36100 Lead abatement services

CODE OF REGULATIONS, TITLE 22

64670-64679 Lead and copper in drinking water

CODE OF REGULATIONS, TITLE 24

915.1-915.7 California Building Standards Code; carbon monoxide devices

UNITED STATES CODE, TITLE 7

136-136y Use of pesticides

UNITED STATES CODE, TITLE 15

2601-2629 Control of toxic substances

2641-2656 Asbestos Hazard Emergency Response Act

UNITED STATES CODE, TITLE 42

1758 Food safety and inspections

CODE OF FEDERAL REGULATIONS, TITLE 40

141.1-141.723 Drinking water standards

745.61-745.339 Lead-based paint standards

763.80-763.99 Asbestos-containing materials in schools

763.120-763.123 Asbestos worker protections

Management Resources: (see next page)

BP 3514(f)

ENVIRONMENTAL SAFETY (continued)

Management Resources:

CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Food Safety Requirements, Fact Sheet, October 2007

Sun Safety in Schools, Policy Brief, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Site Selection and Approval Guide, 2000

Indoor Air Quality, A Guide for Educators, 1995

CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS

Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child Care Facilities, April 1998

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY: AIR RESOURCES BOARD PUBLICATIONS

Facts about Truck and Bus Regulation School Bus Provisions, rev. March 22, 2011

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Frequently Asked Questions about Lead Testing of Drinking Water in California Schools; Updated for Assembly Bill 746/Health and Safety Code 116277, December 15, 2017

DIVISION OF THE STATE ARCHITECT PUBLICATIONS

K-12 Occupancy Classification and Load Factors, IR A-26, rev. April 18, 2012

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon, 2016

Healthy School Environments Assessment Tool, rev. 2015

Indoor Air Quality Tools for Schools, rev. 2007-2009

Healthy School Environments Assessment Tool, 2007

Mold Remediation in Schools and Commercial Buildings, September 2008

The ABCs of Asbestos in Schools, rev. August 2003

Mold Remediation in Schools and Commercial Buildings, March 2001

How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide, 1996

WEB SITES

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

AirNow: <http://www.airnow.gov>

American Association of School Administrators: <http://www.aasa.org>

California Air Resources Board: <http://www.arb.ca.gov>

California Building Standards: <http://www.bsc.ca.gov/codes.aspx>

California Department of Education, Health and Safety: <http://www.cde.ca.gov/ls/fa/hs>

California Department of Pesticide Regulation: <http://www.cdpr.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

California State Water Resources Control Board: <https://www.waterboards.ca.gov>

~~California Indoor Air Quality Program: <http://www.cal-iaq.org>~~

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Consumer Product Safety Commission: <http://www.cpsc.gov>

National Center for Environmental Health: <http://www.cdc.gov/nceh>

Occupational Safety and Health Administration: <http://www.osha.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3514(a)

ENVIRONMENTAL SAFETY

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

The following paragraph may be revised to reflect the job position(s) designated to coordinate the district's environmental safety programs.

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
~~*(cf. 5030 - Student Wellness)*~~
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

Note: The following **optional** section ~~addresses strategies for maintaining healthy indoor air quality and~~ may be revised to reflect district practice. For further information, see the U.S. Environmental Protection Agency's (EPA) Indoor Air Quality Tools for Schools and CSBA's policy briefs on Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments and Asthma Management in the Schools.

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

AR 3514(b)

ENVIRONMENTAL SAFETY (continued)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites. **(Education Code 17608-17614; Food and Agriculture Code 13182)**

(cf. 3514.2 - Integrated Pest Management)

Note: Pursuant to Education Code 32080-32081, as added by AB 56 (Ch. 475, Statutes of 2013), the California Building Code scheduled to be adopted in 2016 and effective January 1, 2017 must require carbon monoxide devices to be installed in school buildings constructed after that date which contain a fossil fuel burning furnace. School buildings built prior to that date are encouraged, but not required, to install carbon monoxide devices.

5. ~~In any new school construction, and in all existing schools when feasible, the~~ Superintendent or designee shall install a carbon monoxide detector **or alarm** in **all school buildings that contain a** ~~each school building that contains a fossil~~ fuel-burning **appliance, fireplace, or forced-air** furnace. The device **or alarm** shall be ~~placed~~ **located** in close proximity to the **furnace appliance** in order to accurately detect **and alert school personnel of** any leakage of carbon monoxide. **(24 CCR 915.1-915.7)**
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

7. Painting of school facilities and maintenance or repair **duties activities** that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.

AR 3514(c)

8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

~~*(cf. 6161.3 - Toxic Art Supplies)*~~

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

Note: The following optional section may be revised to reflect district practice. Forecasts of ozone levels and particle pollution are available through the federal AirNow web site and may be printed in local newspapers. The district may monitor ultraviolet radiation levels through the EPA's UV Index web site; see BP 5141.7 - Sun Safety and CSBA's policy brief on Sun Safety in Schools .

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, **and/or** ultraviolet radiation levels, **and/or temperature and humidity**.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

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Vehicle Emissions

Note: 13 CCR 2480 prohibits idling of school buses, student activity buses, and other commercial motor vehicles within 100 feet of a school except under specified conditions; see AR 3542 - School Bus Drivers for additional language reflecting these requirements.

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. **The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.**

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Note: Pursuant to 13 CCR 2025, any district that owns, operates, leases, or rents a diesel-fueled, **dual-fueled, or alternative diesel-fueled** school bus with a gross vehicle weight rating over 14,000 pounds that was manufactured on or after April 1, 1977 is required to **have installed** a particulate filter in the bus that reduces diesel particulate matter emissions by 85 percent. **The district must ensure that 100 percent of its fleet complies with this requirement by January 1, 2014.** An exception exists for any school bus that operates fewer than 1,000 miles per year. **In the event that the filter cannot be installed (i.e., if doing so would void the engine warranty, if no appropriate filter is commercially available, or if the manufacturer or installer does not deem the filter to be technologically feasible for the school bus), the district may receive an extension until January 1, 2018 by providing specified information to the Air Resources Board each year.** Any school bus manufactured before April 1, 1977 **must should already** be retired.

Any diesel-fueled, **dual-fueled, or alternative diesel-fueled** school bus with a gross vehicle weight rating over 14,000 pounds ~~manufactured on or after April 1, 1977~~ shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water

Note: The following **optional** section addresses the quality of tap water available in schools. See AR 3550 - Food Service/Child Nutrition Program for information about requirements to make fresh drinking water available during mealtimes.

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Whenever **levels of arsenic, bacteria, or other any** contaminants in the drinking water are determined to be a concern, the Superintendent or designee **shall take reasonable steps to**

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identify the source and mitigate the concern to ensure the availability of safe drinking water may recommend basic filtration or pipe flushing when feasible. Until drinking water is assured to be safe **As needed**, the Superintendent or designee ~~may explore~~ **shall provide** alternatives **sources of drinking water**, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day. **As needed**, he/she also may encourage appropriate governmental agencies to conduct regular testing of the water quality in district schools and to implement strategies to improve water quality in the community.

(cf. 3550 - Food Service/Child Nutrition Program)

Drinking fountains in district schools shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Note: State and federal law require public water systems, including any schools and child care facilities that are nontransient noncommunity water systems as defined in 40 CFR 141.2, to regularly test water samples for lead. Pursuant to the standards established in 40 CFR 141.80 and 22 CCR 64678, the district may need to take action whenever notified by the public water system, or by its own testing, that lead concentrations exceed .015 milligrams per liter. **Health and Safety Code 116277, as added by AB 746 (Ch. 746, Statutes of 2017), requires a community water system serving a school constructed before January 1, 2010 to test for lead in the potable water system of the school. If the school's lead level exceeds 15 parts per billion (equivalent to .015 milligrams per liter), the district must notify parents/guardians, take immediate steps to shut down all fountains and faucets where the excess lead levels may exist, and provide a potable source of drinking water to students. See the California Water Boards' "Frequently Asked Questions about Lead Testing of Drinking Water in California Schools: Updated for Assembly Bill 746/Health and Safety Code 116277."** Schools that have their own water supply, such as a well, are required to test for lead, copper, and other contaminants in tap water pursuant to other state and federal law and regulations, including 22 CCR 64670-64679 and 40 CFR 141.80-141.91, and may revise the following paragraph to reflect applicable requirements.

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, ~~in 40 CFR 141.80 and 22 CCR 64678, water outlets shall be flushed thoroughly each day before use or made inoperable until a plan for remediation can be implemented~~ **the Superintendent or designee shall notify parents/guardians and take immediate steps to make inoperable any fountains or faucets where excess lead levels may exist. (Health and Safety Code 116277)**

Lead Exposure

Note: The following **optional** section reflects recommendations of the EPA. For further information, the district may contact its city or county lead poisoning prevention program.

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

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1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.

Note: 17 CCR 35001-36100 contain state standards for lead abatement services. In addition, 40 CFR 745.61-745.339 extend federal standards for renovations involving lead-based paint to child-occupied facilities, which include preschools and elementary schools.

3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with **high low** lead content may be covered with grass, other plantings, concrete, or asphalt. **For soil with high lead content, removal and abatement are required.**
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Mercury Exposure

Note: The following **optional** section may be revised to reflect district practice. Mercury may exist in schools in thermometers, barometers, switches, thermostats, flowmeters, lamps, and other sources. Although devices containing mercury are considered safe as long as the mercury is sealed, if a device is broken and mercury spills, the health of students and staff may be endangered.

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

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Note: The EPA's web site contains detailed procedures for cleaning up a small mercury spill, actions that should never be taken in the event of a spill, and items that should be assembled in a mercury spill kit.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

Note: **The following section is optional.** Education Code 49410-49410.7 and the federal Asbestos Hazard Emergency Response Act (AHERA) (15 USC 2641-2656; 40 CFR 763.80-763.99) contain requirements for asbestos inspection and abatement which are applicable to school districts. For further information, consult the local air quality management district or air pollution control district.

40 CFR 763.84 requires the district to designate a person who will be responsible for ensuring that federal and state requirements are properly implemented. According to the EPA, this designated person is not required to be a licensed asbestos consultant, but the district must verify that he/she has received proper training. The specific knowledge that the designated person must have is described in the EPA's publication [How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide](#). The following section may be revised to reflect the position designated to fulfill this responsibility, who may be the same person designated above to coordinate all of the district's environmental safety programs.

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; **asbestos management programs**; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

AR 3514(h)

ENVIRONMENTAL SAFETY (continued)

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:
 - a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, **763.93**)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal

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regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

Asbestos inspection and abatement work, **preparation of a management plan**, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)
8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

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Policy Reference UPDATE Service

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**CSBA Sample
Board Policy**

HAZARDOUS SUBSTANCES

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

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to **any** potentially hazardous substances ~~that may be~~ used in the district's educational program and in the maintenance and operation of district facilities and equipment.

(cf. 3514 - Environmental Safety)

*(cf. 4119.42/4219.42/~~4219.42~~**4319.42** - Exposure Control Plan for Bloodborne Pathogens)*

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5141.22 - Infectious Diseases)

(cf. 5142 - Safety)

~~*(cf. 6161.3 - Toxic Art Supplies)*~~

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

(cf. 3510 - Green School Operations)

(cf. 3514.2 - Integrated Pest Management)

Note: Pursuant to Education Code 49401.5, districts may request consultation services from the Department of Industrial Relations, Division of Occupational Safety and Health, to ensure that hazardous materials are being used and stored safely in schools. See the accompanying administrative regulation for legal requirements related to storage and disposal of hazardous substances.

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

~~Note: 8 CCR 5194 requires that employers develop and implement a written hazard communication program to inform and train employees who may be exposed to hazardous substances. See the accompanying administrative regulation for required program components. The following paragraph also requires communication with students and others as necessary and may be revised to reflect district practice.~~

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

(cf. 1240 - Volunteer Assistance)

Note: The following paragraph is for use by districts that offer science laboratory classes, at any grade level, that expose employees to hazardous substances. Pursuant to 8 CCR 5191, any employer that maintains a workplace where there is laboratory use of hazardous chemicals (i.e., where relatively small quantities of hazardous chemicals are used but not produced) is required to have a written chemical hygiene plan to protect employees. See the accompanying administrative regulation for required program components.

In addition, Education Code 49340-49341 encourage educational efforts to increase awareness of students and staff dealing with hazardous materials in school laboratories in order to minimize injuries, loss of property, and classroom disruptions. For further information about safe handling of potentially hazardous substances in science laboratory classes, see the California Department of Education's [Science Safety Handbook for California Public Schools](#).

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

(cf. 6142.93 - Science Instruction)

Note: The following paragraph may be revised to reflect the grade levels offered by the district. Education Code 32064 prohibits the use of arts and crafts materials containing toxic substances in grades K-6, and requires that any materials with toxic substances used in grades 7-12 meet specified labeling standards that inform users of the long-term health risks and provide instructions for safe use. For additional information and a list of materials prohibited in grades K-6, see the California Office of Environmental Health Hazard Assessment publication [Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use](#).

The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-12 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)

Legal Reference: (see next page)

BP 3514.1(c)

Legal Reference:

EDUCATION CODE

32060-32066 Toxic art supplies in schools

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

108100-108515 California Hazardous Substances Act

LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

5194 Hazard communication

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT PUBLICATIONS

Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016

WEB SITES

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

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

California Office of Environmental Health Hazard Assessment: <http://www.oehha.ca.gov>

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

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CSBA Sample Board Policy

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Note: 5 CCR 560 mandates that the **Governing** Board adopt policy for use by district schools in formulating individual civil defense and disaster preparedness plans.

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. **The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.**

Note: Education Code 32282 requires that emergency **disaster** procedures, **including, but not limited to, earthquake emergency procedures**, be incorporated into the comprehensive school safety plan, ~~including earthquake emergency procedures (see AR 3516.3 - Earthquake Emergency Procedure System and See BP/AR 0450 - Comprehensive Safety Plan).~~ **See BP/AR 0450 - Comprehensive Safety Plan and AR 3516.3 - Earthquake Emergency Procedure System. For districts with an average daily attendance (ADA) over 2,500, the comprehensive safety plan is a school-level plan developed by the school site council or school safety planning committee. Districts with an ADA of 2,500 or less may instead choose to develop a districtwide plan. The following paragraph may be revised to reflect district practice and the individuals or groups responsible for developing the disaster preparedness plan.**

The Superintendent or designee shall develop and maintain a disaster preparedness plan which ~~details provisions for handling emergencies and disasters~~ **contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. and which**Such procedures shall be ~~included in~~ **incorporated into** the ~~district's~~ comprehensive school safety plan. (Education Code 32282)

(cf. 0400 - Comprehensive Plans)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)

~~The Superintendent or designee shall also develop and maintain emergency plans for each school site.~~

Note: The **following optional paragraph reflects a recommendation from the U.S. Department of Education's** ~~has published Practical Information on Crisis Planning~~ **Guide for Developing High-Quality School Emergency Operations Plans**, which is available on its web site, **and may be revised to reflect district practice.**~~to provide guidance for schools in developing crisis plans. This document recommends that districts work with city and county emergency planners to help integrate resources and that school staff participate in local emergency planning so that the district perspective is addressed by the local government. In addition, as part of the Pandemic Influenza Planning Checklist, the U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that local public health administrators be involved in the district's planning process.~~

In developing the ~~district and school emergency~~ **disaster preparedness plans**, the Superintendent or designee shall ~~collaborate with~~ **involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with city and county emergency responders, including local public health administrators, law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.**

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3513.3 - District Police/Security Department)

Note: ~~Government Code 8607 and 19 CCR 2400-2450 created the Standardized Emergency Management System (SEMS). While SEMS must still be used to coordinate emergency operations, by 2006, pursuant to an Executive Order signed by the Governor, each local agency must integrate the National Incident Management System (NIMS) with the SEMS. Districts should work with their local emergency management agency to assist with this integration.~~ In order to be eligible for reimbursement of response-related personnel costs due to a Governor-proclaimed disaster, each district must follow the **Standardized Emergency Management System (SEMS)** guidelines (**Government Code 8607; 19 CCR 2400-2450**) to coordinate multiple-jurisdiction or multiple-agency operations. The guidelines urge districts to formally adopt policy language giving clear direction to staff to meet SEMS requirements. Districts may contact the California Governor's Office of Emergency Services (**Cal OES**) for more information.

In addition, public agencies must comply with the National Incident Management System (NIMS). See the Federal Emergency Management Agency's publication National Incident Management System. In accordance with the State of California Emergency Plan, Cal OES is the principal coordinator for NIMS implementation statewide and will annually communicate, monitor, and implement NIMS requirements in cooperation with state and local agencies.

~~The Superintendent or designee~~ **The plan shall use comply with** state-approved Standardized Emergency Management System (SEMS) guidelines **established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.** and the National Incident Command System when updating ~~district and site level emergency and disaster preparedness plans~~

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

BP 3516(c)

Note: Pursuant to Education Code 32282, requires that emergency procedures be incorporated into the comprehensive school safety plan, including a procedure to allow the use of school facilities for mass care and welfare shelters during disasters or other emergencies **must be incorporated into the comprehensive school safety plan**. See AR 0450 - Comprehensive Safety Plan.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services **they the district may** deem necessary to meet the community's needs. (Education Code 32282)

(cf. 1330 - Use of School Facilities)

Note: Pursuant to Government Code 3100, all public employees are declared to be disaster service workers. As such, in the event that a local or state emergency has been proclaimed or a federal disaster declaration has been made, district staff may be directed to perform jobs other than their usual duties for periods of time exceeding their normal working hours. In those cases, their workers' compensation insurance coverage becomes the responsibility of Cal OES, but their overtime is paid by the district. For further information, see the Cal OES publication **School Emergency Response: Using SEMS at Districts and Sites**.

Government Code 3100-3109 require all disaster service workers to take the oath or affirmation of allegiance to the U.S. Constitution contained in the California Constitution, Article 20, Section 3; see AR/E 4112.3/4212.3/4312.3 - Oath or Affirmation. Although Board members are required to take the same oath upon entering office (see BB 9224 - Oath or Affirmation), they are not considered disaster service workers according to the definition in Government Code 3101.

School District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)

Legal Reference: (see next page)

BP 3516(d)

Legal Reference:

EDUCATION CODE

32001 *Fire alarms and drills*

32040 *Duty to equip school with first aid kit*

32280-32289 *School safety plans*

32290 *Safety devices*

39834 *Operating overloaded bus*

46390-46392 *Emergency average daily attendance in case of disaster*

49505 *Natural disaster; meals for homeless students; reimbursement*

CIVIL CODE

1714.5 Release from liability for disaster service workers and shelters

GOVERNMENT CODE

3100-3109 *Public employees as disaster service workers; oath or affirmation*

8607 *Standardized emergency management system*

CALIFORNIA CONSTITUTION

Article 20, Section 3 Oath or affirmation

CODE OF REGULATIONS, TITLE 5

550 *Fire drills*

560 *Civil defense and disaster preparedness plans*

CODE OF REGULATIONS, TITLE 19

2400-2450 *Standardized emergency management system*

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

Management Resources:

CSBA PUBLICATIONS

Avian Influenza, Governance and Policy Services Fact Sheet, April 2006

911! A Manual for Schools and the Media During a Campus Crisis, 2004

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Crisis Response Box, 2000

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

Active Shooter Awareness Guidance, February 2018

State of California Emergency Plan, 2017

School Emergency Response: Using SEMS at Districts and Sites, June 1998

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Pandemic Influenza Planning Checklist, 2006

CONTRA COSTA COUNTY OFFICE OF EDUCATION

Pandemic Flu School Action Kit, June 2006

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

National Incident Management System, 3rd ed., October 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guide for Developing High-Quality School Emergency Operations Plans, 2013

Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003

Management Resources continued: (see next page)

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Management Resources: (continued)

WEB SITES

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

American Red Cross: <http://www.redcross.org>

California Attorney General's Office: <https://oag.ca.gov>

California Department of Education, Crisis Preparedness: <http://www.cde.ca.gov/ls/ss/cp>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

~~Contra Costa County Office of Education, Pandemic influenza resources:~~

~~http://www.cccoe.k12.ca.us/about/flu/resources_flu_action_kit~~

Federal Emergency Management Agency: <http://www.fema.gov>

U.S. Department of Education, Emergency Planning:

<http://www2.ed.gov/admins/lead/safety/emergencyplancrisisplanning.html>

U.S. Department of Homeland Security: <http://www.dhs.gov>

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CSBA Sample Administrative Regulation

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Components of the Plan

Note: The following administrative regulation should be modified to reflect district practice.

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff

(cf. 3516.1 - Fire Drills and Fires)

2. Earthquake, flood, or other natural disasters

(cf. 3516.3 - Earthquake Emergency Procedure System)

3. Environmental hazards, such as leakages or spills of hazardous materials

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

4. Attack or disturbance, or threat of attack or disturbance, by an individual or group

~~*(cf. 3515 - Campus Security)*~~

~~*(cf. 3515.2 - Disruptions)*~~

~~*(cf. 3515.7 - Firearms on School Grounds)*~~

~~*(cf. 5131.4 - Student Disturbances)*~~

5. Bomb threat or actual detonation

(cf. 3516.2 - Bomb Threats)

6. Biological, radiological, chemical, and other activities, or heightened warning of such activities

~~Note: As part of its Pandemic Influenza Planning Checklist, the U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that a district's emergency and disaster preparedness plan include procedures for dealing with medical emergencies, such as a pandemic flu outbreak.~~

7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

(cf. 5141.22 - Infectious Diseases)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, ~~and~~ identification of risks, ~~and~~ **implementation of strategies and measures to increase the safety and security of school facilities**

(cf. 3513.3 - District Police/Security Department)

(cf. 3515 - Campus Security)

(cf. 3517 - Facilities Inspection)

(cf. 3530 - Risk Management/Insurance)

2. Instruction ~~and practice~~ for **district staff and** students ~~and employees~~ regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during ~~the an~~ emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid

4. Personal safety and security, including:

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

- a. Identification of areas of responsibility for **the** supervision of students
- b. Procedures for **the** evacuation of students and staff, including posting of evacuation routes
- c. Procedures for **the** release of students, including a procedure to release students when reference to the emergency card is not feasible

(cf. 5141 - Health Care and Emergencies)

(cf. 5142 - Safety)

Note: Although loading a school bus in excess of capacity is generally prohibited, Education Code 39834 allows the **Governing** Board to adopt a policy or rule permitting such overloading for the evacuation of students in case of an emergency, as provided in the following paragraph.

- d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

(cf. 3543 - Transportation Safety and Emergencies)

- e. Provision of a first aid kit to each classroom
- f. Arrangements for students and staff with special needs

(cf. 4032 - Reasonable Accommodation)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

- g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

(cf. 4161.1/4361.1 - Personal Illness/ Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 6183 - Home and Hospital Instruction)

5. Closure of schools, including an analysis of:

- a. The impact on student learning and methods to ensure continuity of instruction
- b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

(cf. 3516.5 - Emergency Schedules)

6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:

a. Identification of spokesperson(s)

(cf. 1112 - Media Relations)

b. Development and testing of communication platforms, such as hotlines, telephone trees, **and** web sites, **social media, and electronic notifications**

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand

d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians

7. Cooperation with other state and local agencies, including:

a. Development of guidelines for law enforcement involvement and intervention

b. Collaboration with the local health department, including development of a tracking system to alert the local health department **to** **of** a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

8. Steps to be taken after the disaster or emergency, including:

a. Inspection of school facilities

b. Provision of mental health services for students and staff, as needed

(cf. 6164.2 - Guidance/Counseling Services)

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3541(a)

TRANSPORTATION ROUTES AND SERVICES

Note: The following administrative regulation is for use by districts that choose to provide transportation services for students to and from school, either through their own transportation system, contracting out, or other methods, as authorized by Education Code 39800.

Routes and Bus Stops

The Superintendent or designee shall design transportation routes and stops **within district boundaries that** to promote **the student safety, of students and** maximum efficiency in the use of buses, **and decreased traffic in and around the schools.**

(cf. 3510 - Green School Operations)

(cf. 3514 - Environmental Safety)

(cf. 3540 - Transportation)

Note: 5 CCR 15241 establishes minimum transportation distances for determining district reimbursement for transportation expenses. These distances are measured from the point the student boards the bus at the regular stop to the school by the shortest traveled road.

The numbers listed below reflect reimbursement minimums pursuant to 5 CCR 15241. Districts should revise the following **section list** to reflect appropriate grades and applicable distances.

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

1. For elementary school students:

Grades K-3: three-fourths mile
Grades 4-8: one mile
2. For students attending a three-year junior high school:

Grades 7-9: one mile
3. For students attending a four-year high school:

Grades 9-12: two miles

The Superintendent or designee may authorize transportation **within the walking distance below these limits** when safety problems or hazards exist.

(cf. 5142.2 - Safe Routes to School)

TRANSPORTATION ROUTES AND SERVICES (continued)

~~Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.~~

~~(cf. 5116.1 - Intradistrict Open Enrollment)~~

~~(cf. 5117 - Interdistrict attendance)~~

Note: The following **optional** paragraph should be modified to reflect district practice.

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules, and stops, ~~and/or shall~~ **He/she may also** arrange for local media to publish such information.

(cf. 1112 - Media Relations)

Transportation Services

Note: Items #1-10 below should be revised to reflect services provided or contracted for by the district.

With the Governing Board's authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)
2. Field trips and excursions (Education Code 35330)

(cf. 3541.1 - Transportation for School-Related Trips)

3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)

Note: Education Code 39837.5, as amended by AB 1453 (Ch. 173, Statutes of 2017), authorizes districts to provide for the transportation of adult volunteers to and from educational activities.

4. District employees, ~~and~~ parents/guardians, **and adult volunteers** traveling to and from educational activities authorized by the district (Education Code 39837.5)

TRANSPORTATION ROUTES AND SERVICES (continued)

Students who attend a school outside of their **school** attendance area or district boundaries may be eligible for transportation services in accordance with ~~Board~~ **district** policy.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education programs **or Section 504 plan**. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4, **300.17, 300.34**)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education under Section 504)

TRANSPORTATION ROUTES AND SERVICES (continued)

Note: The McKinney-Vento Homeless Assistance Act (42 USC 11432) mandates that the district adopt policies and practices to ensure that transportation is provided to homeless **children students** who have moved, but have decided to continue to attend their school of origin. See BP/AR 6173 - Education for Homeless Children for language implementing this mandate.

The Superintendent or designee shall provide transportation to homeless **children students** in accordance with law, Board policy, and administrative regulation. **When the student resides outside of district boundaries, the Superintendent or designee shall consult with the superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432)**

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312)

(cf. 6173.1 - Education for Foster Youth)

Legal Reference: (see next page)

TRANSPORTATION ROUTES AND SERVICES (continued)*Legal Reference:*EDUCATION CODE10900.5 *Use of school buses for community recreation*35330 *Excursions and field trips*35350 *Authority to transport pupils*39800-39809.5 *Transportation, general provisions, especially:*39800 *Powers of governing board to provide transportation to and from school*39801.5 *Transportation for adults*39808 *Transportation for private school students*39830-~~39842~~ **39843** *School buses, especially:*39835 *Use of school buses for community recreation*39837 *Transportation to summer employment program*39837.5 *Transportation of employees, ~~and~~ parents/guardians, **and adult volunteers** to school activities*39860 *Transportation to school activities*41850-41856 *Allowances for transportation*41860-41863 *Supplementary allowances for transportation***48853.5** *Educational placement of students residing in licensed children's institutions*CODE OF REGULATIONS, TITLE 515240-15244 *Allowances for student transportation, **definitions***UNITED STATES CODE, TITLE 201400-1482 *Individuals with Disabilities Education Act***6312** *Transportation to maintain children in foster care in school of origin*UNITED STATES CODE, TITLE 4211432 *McKinney-Vento Homeless Assistance Act*CODE OF FEDERAL REGULATIONS, TITLE 34104.4 *Equal opportunity under the Rehabilitation Act of 1973, Section 504***300.17** *Free appropriate public education***300.34** *Special education related services**Management Resources:***CSBA PUBLICATIONS*****Special Education Pupil Transportation: Considerations in the Era of LCFF, Governance Brief, April 2014***WEB SITES

California Department of Education, Office of School Transportation:

~~<http://www.cde.ca.gov/bus/index.html>~~ <https://www.cde.ca.gov/ls/tu/or/assignment.asp>Pupil Transportation Safety Institute: <http://www.ptsi.org>

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CSBA Sample Board Policy

All Personnel

BP 4158(a)

4258

EMPLOYEE SECURITY

4358

Note: Pursuant to Government Code 3543.2, safety conditions in employment are a mandatory subject of collective bargaining. The following Board policy and accompanying administrative regulation are **optional** and may be revised to reflect district practice.

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing **them with** necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

Note: Code of Civil Procedure 527.8 allows **an employer, the district** to seek a temporary restraining order and injunction on behalf of an employee against any other individual who has subjected the employee to unlawful violence or a credible threat of violence in the workplace. **Penal Code 601 makes it illegal for someone who has made such a threat to enter the threatened person's workplace within 30 days of the threat, seeking to locate that person without lawful purpose and in order to carry out the threat.** In *City of San Jose v. William Garbett*, a California Court of Appeal held that a court's issuance of a temporary restraining order and injunction against a person who had verbally threatened a city official was not a violation of that person's right to free speech and right of access to a public place.

In addition, Education Code 48905 provides that an employee who is injured or whose property is damaged by willful misconduct of a district student may request that the district pursue legal action against the student or his/her parent/guardian.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. **As appropriate,** ~~the~~ Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.

Note: Education Code 48905 provides that an employee who is injured or whose property is damaged by willful misconduct of a district student **under the conditions described below** may request that the district pursue legal action against the student, or his/her parent/guardian **pursuant to Education Code 48904. Education Code 48904 provides that a parent/guardian will be liable for damages caused by his/her minor child's willful misconduct resulting in injury to a district student, employee, or volunteer or damage to district or employee property. Also see BP 3515.4 - Recovery for Property Loss or Damage and AR 5125.2 - Withholding Grades, Diploma or Transcripts. The district should consult legal counsel when considering whether to pursue legal action.**

In addition, the Superintendent or designee may initiate legal proceedings against any

EMPLOYEE SECURITY (continued)

individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises. **The Superintendent or designee may pursue legal action on behalf of an employee against a student or his/her parent/guardian to recover damages to the employee or his/her property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her duties. (Education Code 48904, 48905)**

(cf. 3320 - Claims and Actions Against the District)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ensure that employees ~~are trained~~ **receive training** in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, **procedures for responding to an active shooter situation**, and crisis resolution.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee also shall ~~ensure that employees are informed~~ **inform teachers**, in accordance with law, of crimes and offenses committed by students who may pose a danger in the classroom. **(Education Code 48201, 49079; Welfare and Institutions Code 827)**

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Note: The following section is **optional** and may be revised to reflect district practice. Penal Code ~~42403.7~~ **22810** authorizes adults, with certain exceptions, to carry **an approved tear gas weapon such as pepper spray** for purposes of self-defense ~~an approved tear gas weapon in which the active ingredient is oleoresin capsicum, a peppery type substance which causes physical discomfort when discharged on a sensitive part of the body~~. Penal Code 626.9 and 626.10, which prohibit the possession of weapons on school grounds, do not prohibit the possession of pepper spray on school grounds. Thus, the Governing Board may determine whether to allow ~~(Option 1)~~ or disallow with certain exceptions ~~(Option 2)~~ the possession of pepper spray

EMPLOYEE SECURITY (continued)

on school property or at school activities. **See the accompanying administrative regulation for related procedures.** Districts that prohibit employees from possessing pepper spray on school property or at school activities without exception should delete this section.

OPTION 1: Employees may possess pepper spray that meets the requirements of Penal Code 12403.7 on school property and at school activities for their own safety. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

OPTION 2: Employees may **shall** not carry or possess pepper spray on school property or at school activities, **except when authorized by.** On a case-by-case basis, however, the Superintendent or designee **for self-defense purposes.** may allow an employee to possess pepper spray that meets the requirements of Penal Code 12403.7 when justified by unusual dangerous circumstances. **When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810.** Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Reporting of Injurious Objects

Note: The following **optional** section specifies actions to be taken in the event an employee becomes aware **that of** any person **who** is in possession of an injurious object, and is consistent with the actions described in AR 5131.7 - Weapons and Dangerous Instruments related to student possession.

Pursuant to Education Code 49334, a school employee who notifies law enforcement regarding a student or adult who is in possession of an injurious object while on school grounds or under the **authority jurisdiction** of school personnel **is immune from civil liability or discipline by the district cannot be subject to any civil or administrative proceeding, including disciplinary action, for such action.**

The Board requires employees to take immediate action upon being made aware that any person is in possession of **a weapon or an** unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and, **based upon this analysis,** shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

EMPLOYEE SECURITY (continued)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference: (see next page)

EMPLOYEE SECURITY (continued)

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings

32225-32226 Communication devices

35208 Liability insurance

35213 Reimbursement for loss, destruction or damage of school property

44014 Report of assault by pupil against school employee

44807 Duty concerning conduct of students

48201 Transfer of student records

48900-48926 Suspension or expulsion

49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

240-246.3 Assault and battery, **including especially:**

241.3 Assault against school bus drivers

241.6 Assault on school employee **including** board member

243.3 Battery against school bus drivers

243.6 Battery against school employee **including** board member

245.5 Assault with deadly weapon; **against** school employee **including** board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626-626.11 School crimes

646.9 Stalking

12403.7 Weapons approved for self defense

22810 Purchase, possession, and use of tear gas

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

WEB SITES

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

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/ls/ss>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

All Personnel

AR 4158(a)

4258

EMPLOYEE SECURITY

4358

An employee may use reasonable and necessary force for **his/her** self-defense or defense of another person, ~~or protection of property;~~ to quell a disturbance threatening physical injury to others **or damage to property;** or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

Note: Pursuant to Education Code 44014, **it is the duty of an employee and his/her immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Failure to report such an attack, assault, or physical threat an employee or principal/supervisor's failure to report to law enforcement an assault, attack, or physical threat by a student is an infraction punishable by a fine of not more than \$1,000.** It is also an infraction for **any person, including a** Governing Board members **or employee** to prevent the filing of the report or to impose any sanction against an employee for so doing.

Although the law only requires **employees to report attacks, assaults, or threats made by students, the following paragraph requires employees to report any attack, assault, or threat made against them by any other individual on school grounds.**

~~Employees~~**An employee** shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against ~~them~~ **him/her** by a student, **or by any other individual in relation to the employee's performance of his/her duties, and any action the employee took in response. When appropriate, the employee and the principal or other immediate supervisor shall report the incident to law enforcement.**

~~Both the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate local law enforcement agency. (Education Code 44014)~~

~~In addition, employees shall promptly report to the principal or supervisor, and may report to law enforcement, any attack, assault, or threat made against them on school grounds by any other individual.~~

(cf. 3515.2 - Disruptions)

Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

(cf. 3320 - Claims and Actions Against the District)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3530 - Risk Management/Insurance)

EMPLOYEE SECURITY (continued)

Notice Regarding Student Offenses Committed While Under School Jurisdiction

Note: Education Code 49079 requires the district to inform teachers of students who have committed specified acts that constitute grounds for suspension or expulsion. School district officers or employees who knowingly fail to provide this information are guilty of a misdemeanor punishable by a fine and/or imprisonment.

The Superintendent or designee shall inform the teacher(s) of each student who, **during the previous three school years**, has engaged in, or is reasonably suspected of **to have engaged in**, any act, **except** the possession or use of tobacco products, **during the previous three school years which could that would** constitute a grounds for suspension or expulsion **as specified in AR 5144.1 - Suspension and Expulsion/Due Process**. ~~under Education Code 48900, with the exception of the possession or use of tobacco products., or Education Code 48900.2, 48900.3, 48900.4, or 48900.7~~ This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

(cf. 5125 - Student Records)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below; see AR 5125 - Student Records. Once the record is received, the Superintendent or designee must inform the student's teacher(s) of the acts as specified below.

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended **from school** or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

Note: The following **optional** paragraph is for use by districts maintaining a district police or security department. Welfare and Institutions Code 828 specifies that information gathered by a law enforcement agency relating to a minor taken into custody may be disclosed to a school district police or security department. The following paragraph addresses ~~what~~ the **authority of the** district police department **to utilize may do with** such information as it pertains to certain offenses committed by students.

EMPLOYEE SECURITY (continued)

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

(cf. 3515.3 - District Police/Security Department)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institutions Code 827)

The principal shall disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress. The principal **shall** also **may** inform any teacher or administrator **directly supervising or reporting on the student's behavior or progress whom** he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

Note: The following **optional** section describes procedures for maintaining confidentiality of student records and documenting the district's good faith effort to notify counselors or teachers about student offenses. Intentional violation of the confidentiality provisions of Welfare and Institutions Code 827 is a misdemeanor punishable by a fine. This section may be modified to reflect district practice.

EMPLOYEE SECURITY (continued)

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification that one of his/her students has committed an offense that requires his/her review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee. **The staff member He/she shall also initial the student's file when reviewing it in the school office. Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.**

Use of Pepper Spray

Note: The following **optional section may be revised to reflect district practice.** is for use by districts that allow all or individual **any** employees to carry pepper spray on school property or at school activities; see the accompanying Board policy. Districts that prohibit all employees from possessing pepper spray on school property or at school activities should delete this section.

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray on school property or to a school-related activity shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. **Should the Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.** determines that the employee may not carry pepper spray, the employee shall receive a written statement of the reason for this determination.

Employees who possess pepper spray on school property shall be notified. **When approving an employee's request, the Superintendent or designee shall inform the employee** of the following conditions:

1. The pepper spray shall be used only in self-defense.
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

EMPLOYEE SECURITY (continued)

3. ~~Employees shall ensure that~~ The pepper spray is **must be** stored in a secure place and not **be** accessible to students or other individuals. ~~An employee who is negligent in the~~ **Negligent** storage of **the** pepper spray may **be** subject **the employee** to disciplinary action.

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CSBA Sample Board Policy

Students

BP 5111(a)

ADMISSION

Note: Pursuant to Education Code 48200, all children ages 6-18 years are subject to compulsory full-time education, unless specifically exempted. See BP/AR 5112.1 - Exemptions from Attendance for further information about such exemptions.

Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy, equivalent to a model policy developed by the California Attorney General, which prohibits the solicitation or collection of information regarding the immigration or citizenship status of students and their families, unless otherwise required by law. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on its web site. These requirements are addressed in the following policy and BP/AR 5111.1 - District Residency.

In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. For further discussion of these issues, see CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status. CSBA's legal guidance also includes a sample board resolution that may be used to inform students, parents/guardians, and the community of students' rights under current law to attend a district school regardless of their citizenship or immigration status.

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 48354 requires the district to give priority for enrollment to students residing in the district, including students applying for intradistrict open enrollment, over students transferring from a school identified under the Open Enrollment Act (Education Code 48350-48361). Thus, †The district should align the application windows for various attendance options in a manner that will allow the district to meet legal requirements pertaining to admissions priorities. See BP/AR 5116.1 - Intradistrict Open Enrollment, AR 5117 - Interdistrict Attendance, and BP/AR 5118 - Open Enrollment Act Transfers for application windows applicable to those options.

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not

ADMISSION (continued)

reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with **The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.**

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

Note: Education Code 49452.9, as amended by AB 2308 (Ch. 570, Statutes of 2016), extends beyond the 2017-18 school year the requirement **requires** that district enrollment forms include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing **an its own** informational item or **amending its existing forms, or by using a template or attaching a fact sheet to be using a flier** developed by the California Department of Education.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Verification of Admission Eligibility

Note: Admission requirements include age criteria for grades K-1; see the accompanying administrative regulation. Other admission requirements are addressed in AR 5111.1 - District Residency, BP/AR 5141.31 - Immunizations, and AR 5141.32 - Health Screening for School Entry.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

ADMISSION (continued)

Note: ~~In *Plyler v. Doe*, the U.S. Supreme Court ruled that, under the Fourteenth Amendment of the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, *Information on the Rights of All Children to Enroll in School*, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented.~~

~~Undocumented children in California not only have a right to attend school, but are mandated to do so under state compulsory education laws (Education Code 48200). Furthermore, every student has a right to attend school free from discrimination, harassment, violence, intimidation, and bullying; see BP 0410 - Nondiscrimination in District Programs and Activities and BP/AR 5145.3 - Nondiscrimination/Harassment.~~

Although districts may require proof of residency within the district (e.g., utility or phone bill, property tax payment receipt, rental property lease agreement, etc.), they ~~should not request~~ **are prohibited, pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), from inquiring into the citizenship or immigration status of students and their families. Consequently, consistent with the Attorney General's model policy, districts may not request a student's or parent/guardian's green card, visas, passports, voter registration, or other documentation that would indicate citizenship status and could** discourage undocumented children from enrolling in school. ~~;~~ **Also** see BP/AR 5111.1 - District Residency.

In addition, pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program. Also see BP/AR 5125 - Student Records.

~~If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing such information to U.S. Immigration and Customs Enforcement, as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.~~

The ~~Superintendent or designee~~ **district** shall not inquire into or request documentation of a student's **social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)** ~~;~~ and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

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

(cf. 5145.13 - Response to Immigration Enforcement)

(cf. 5145.3 - Nondiscrimination/Harassment)

ADMISSION (continued)

Note: The following **optional** paragraph is for use by districts that request the social security number of a student or his/her parent/guardian for enrollment purposes. 5 USC 552a Note provides that a district may not deny enrollment to a student if he/she or his/her parent/guardian chooses not to provide a social security number. Thus, while CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status recommends against requesting social security numbers, a district that chooses to do so must inform the enrolling student or parent/guardian that the disclosure is voluntary.

A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

Note: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7. Information regarding national origin (e.g., place of birth, date of entry into the United States, and date the student first attended school in the United States) may be collected only when required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English learners, but should not be collected during the admission process to avoid deterring initial school enrollment of immigrant students.

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

Note: The following paragraph is for use by districts that maintain grades K-1. In addition to the methods specified in Education Code 48002 for documenting a child's age for admittance to kindergarten or first grade, as listed in the accompanying administrative regulation, the Governing Board is authorized to prescribe alternative means for proof of a child's age. The following paragraph may be revised to reflect any such alternative means approved by the Board. The following paragraph also reflects the Attorney General's model policy, developed pursuant to Education Code 234.7, requiring that such alternative means be available to all persons regardless of immigration status, citizenship status, or national origin.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

Note: State and federal law require the immediate enrollment of homeless youth (Education Code 48850, 48852.7; 42 USC 11432), and foster youth (Education Code 48853.5), and former juvenile court school students (Education Code 48645.5) regardless of their ability to provide the school with records normally

ADMISSION (continued)

required for enrollment; see BP/AR 6173 - Education for Homeless Children, ~~and~~ AR 6173.1 - Education for Foster Youth, **and AR 6173.3 - Education for Juvenile Court School Students**. In addition, Education Code 49701 requires the district to facilitate the enrollment of children of military families and to ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements; see BP/AR 6173.2 - Education of Children of Military Families.

The Superintendent or designee shall **immediately enroll** ~~ensure that the enrollment of a homeless student, or foster child youth, student who has had contact with the juvenile justice system, or a child of a military family is not delayed because~~ **regardless of outstanding fees or fines owed to the child's student's last school, lack of clothing normally required by the school, such as school uniforms, or for his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)**

(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 48645.5 prohibits the district from denying enrollment to a child solely for reason of his/her contact with the juvenile justice system as specified in the following paragraph. Also see AR 6173.3 - Education for Juvenile Court School Students. Pursuant to Education Code 48647, districts are strongly encouraged to work together with other agencies, including, but not limited to, the county office of education and the county probation department, to facilitate smooth transition of children from the juvenile court schools into regular schools.

~~In addition, no child shall be denied enrollment in a district school solely on the basis of his/her 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 contact with the juvenile justice system. (Education Code 48645.5)~~

~~*(cf. 5119 - Students Expelled from Other Districts)*~~

Legal Reference: (see next page)

ADMISSION (continued)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48645.5 Enrollment of former juvenile court school students

48850-48859 Educational placement of homeless and foster youth

~~48645.5 Enrollment of former juvenile court school students~~

49076 Access to records by persons without written consent or under judicial order

49076.7 Student records; data privacy; social security numbers

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-~~49704~~ **49703** Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources: (see next page)

ADMISSION (continued)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

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

California Department of Education, **Health Care Coverage and Enrollment Assistance:**

<http://www.cde.ca.gov/ls/he/hc>

California Office of the Attorney General: <http://oag.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <https://www.justice.gov>

CSBA Sample Administrative Regulation

Students

AR 5111(a)

ADMISSION

Note: The following **optional** administrative regulation is for use by districts offering grades K-1.

Age of Admittance to Kindergarten and First Grade

Note: Pursuant to Education Code 48200, a parent/guardian's obligation to enroll his/her child in school begins with the child's eligibility to be enrolled in first grade once he/she has his/her sixth birthday, as specified in Education Code 48010. However, a district that offers kindergarten is obligated to enroll a child in kindergarten at the beginning of the school year in which the child will have his/her fifth birthday, if his/her birthday is on or before September 1, pursuant to Education Code 48000.

At the beginning of each school year, the Superintendent or designee shall enroll any **otherwise** eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Note: Pursuant to Education Code 48000, a district that offers kindergarten must, each year, offer transitional kindergarten (TK) to children who will have their fifth birthday between September 2 and December 2. See BP 6170.1 Transitional Kindergarten for details of the program.

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6170.1 - Transitional Kindergarten)

Note: The following paragraph is **optional**. Education Code 48000 authorizes the district, at its discretion, to allow enrollment into kindergarten during the school year on a case-by-case basis, under the conditions described below. According to the "Transitional Kindergarten FAQs" issued by the California Department of Education (CDE), enrollment into TK during the school year is also permitted on a case-by-case basis and under the same conditions. CDE information on "Kindergarten in California," available on its web site, cautions that any district utilizing this option must ensure that the child has turned age five or else may jeopardize its apportionments as auditors may impose fiscal sanctions. The CDE also cautions that the district may risk being challenged by parents/guardians if it bases early admission on test results, maturity of the child, or preschool records. The district might consider establishing a process for parents/guardians to challenge denial of early entry.

On a case-by-case basis, a child who will turn five years old in a given school year may be enrolled in kindergarten or TK at any time during that school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

Note: Education Code 48000 requires the Governing Board to make a determination that the admittance is in the best interests of the child.

ADMISSION (continued)

1. The Governing Board determines that **the** admittance is in the best interests **s** of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

(cf. 5145.6 - Parental Notifications)

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

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

(cf. 6151 - Class Size)

(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Note: Education Code 48002 specifies that the method of proof of age, ~~when admitting children to grades K-1~~ **s**, may include any appropriate means prescribed by the **Governing** Board. The following items reflect examples in Education Code 48002 and may be revised to reflect district practice.

Although Education Code 48002 includes a passport as a possible means for determining a child's age, the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), states that districts should not require documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport
4. **When none of the above documents is obtainable, an affidavit of the parent/guardian**

ADMISSION (continued)

5. Other means prescribed by the Board

~~When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)~~

(11/11 4/15) 5/18

CSBA Sample Board Policy

Students

BP 5111.1(a)

DISTRICT RESIDENCY

Note: Education Code 48200 requires the district to provide an education to any student who resides within the district's attendance area. Education Code 48204, ~~as amended by AB 224 (Ch. 554, Statutes of 2015)~~, specifies additional circumstances under which students will be deemed to meet the residency requirements for school attendance, including, but not limited to, ~~through~~ parent/guardian employment within district boundaries under certain conditions and interdistrict transfers; see the accompanying administrative regulation.

If the Governing Board elects to authorize investigations to verify students' residency, it is **mandated** to adopt policy with specified components pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~. See sections "Investigation of Residency" and "Appeal of Enrollment Denial" below.

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

Note: In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented.

DISTRICT RESIDENCY (continued)

Consistent with this guidance, Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits districts from collecting information or documents regarding citizenship or immigration status of students or their family members. See the accompanying administrative regulation and guidance provided by the California Office of the Attorney General, Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on its web site. Thus, while the district may require proof that a student resides within the district (see accompanying administrative regulation for allowable evidence of residency), it should not request visas, passports, or other documentation that would discourage undocumented children from enrolling in school. Also see BP 5111 Admission and CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status.

When establishing a **students'** residency for enrollment purposes, the Superintendent or designee shall not inquire into **the** citizenship or immigration status **of students or their family members**.

(cf. 5145.13 - Response to Immigration Enforcement)

Note: When a district ~~chooses to grant residency status to students whose parent/guardian is employed~~ **authorizes residency status on the basis of the parent/guardian's employment** within district boundaries for at least 10 hours per school week (see section "Residency Based on Parent/Guardian Employment (Allen Bill Transfers)" in the accompanying administrative regulation), Education Code 48204 encourages the district to notify the parent/guardian in writing when admission is denied and to provide reasons for the denial. The following **optional** paragraph provides that written notice will be provided to parents/guardians whenever enrollment is denied on any basis related to residency and may be revised to reflect district practice.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

Note: The following section should be revised to reflect district practice. To conduct an investigation into the residency claim of a student as authorized by Education Code 48204.1, a district is **mandated**, pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~, to adopt a policy with specified components. The policy must (1) identify the circumstances under which the district may initiate an investigation, including, at a minimum, a requirement that the district is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency; (2) describe the investigatory methods that may be used, including whether the district may employ the services of a private investigator; (3) require staff to make reasonable efforts to determine whether the student resides in the district before hiring a private investigator (if allowed at all); (4) prohibit surreptitious photographing or video-recording of students who are being investigated; and (5) provide for an appeals process. The district should consult legal counsel if questions arise regarding the appropriateness of efforts to verify residency.

DISTRICT RESIDENCY (continued)

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

Note: If the district chooses to authorize investigations into the residency claim of a student as described in the section "Investigation of Residency" above, it is **mandated** pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~, to adopt a policy which provides for an appeals process. The timelines specified in the following section may be revised to reflect district practice.

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

DISTRICT RESIDENCY (continued)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

Note: The district may select and/or revise either of the following options to indicate who will be responsible for making the final decision regarding the student's residency claim. Option 1 is for use by districts that assign a district employee other than the Superintendent to make the initial residency determination, and provides that the Superintendent will make the final decision following the appeals process. Option 2 is for use by districts in which the Superintendent is responsible for the initial residency determination, and provides that the decision may be appealed to the **Governing** Board.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Enrollment Not Requiring District Residency

Note: The following **optional** paragraph is for use by any district maintaining grades 9-12 that (1) has petitioned for certification from the U.S. Department of Homeland Security's Student and Exchange Visitor Program to enroll a nonimmigrant foreign student who is in the United States on an F-1 visa and/or (2) admits high school students from other countries through an international exchange program under the sponsorship of a government-approved agency. For further information about enrollment of nonresident foreign students, see AR 5111.2 - Nonresident Foreign Students, BP/AR 6145.6 - International Exchange, and CSBA's [Legal Guidance Regarding International Student Exchange Placement Organizations](#).

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)

(cf. 6145.6 - International Exchange)

Note: The following **optional** paragraph is for use by any district adjacent to another state or foreign country from which students may commute to the district and should be revised to reflect district circumstances. Pursuant to Education Code 48050 and 48052, any district that admits such students must be reimbursed by the parents/guardians of the students or by the district of residence for the total cost of educating the student and may not include such students in computing average daily attendance for the purpose of obtaining apportionment of state funds.

DISTRICT RESIDENCY (continued)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - *Regional Occupational Center/Program*)

Legal Reference:

EDUCATION CODE

220 *Prohibition of discrimination*

234.7 *Student protections relating to immigration and citizenship status*

35160.5 *Intradistrict open enrollment*

35351 *Assignment of students to particular schools*

46600-46611 *Interdistrict attendance permits*

48050-48054 *Nonresidents*

48200-48208 *Compulsory education law, especially:*

48204 *Residency requirements*

48204.1-48204.2 **48204.4** *Evidence of residency*

48300-~~48316~~ **48317** *Student attendance alternatives, school district of choice program*

48350-48361 *Open Enrollment Act transfers*

48645.5 *Former juvenile court school students, enrollment*

48852.7 *Education of homeless students; immediate enrollment*

48853.5 *Education of foster youth; immediate enrollment*

48980 *Notifications at beginning of term*

52317 *Regional occupational program, admission of persons including nonresidents*

FAMILY CODE

6550-6552 *Caregivers*

GOVERNMENT CODE

6205-6210 *Confidentiality of residence for victims of domestic violence*

CODE OF REGULATIONS, TITLE 5

432 *Retention of student records*

UNITED STATES CODE, TITLE 8

1229c *Immigration and Nationality Act*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

***Plyler v. Doe*, 457 U.S. 202 (1982)**

Management Resources: (see next page)

DISTRICT RESIDENCY (continued)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

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

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

California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <https://www.justice.gov>

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CSBA Sample Administrative Regulation

Students

AR 5111.1(a)

DISTRICT RESIDENCY

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

Note: State law provides a number of options under which a student may attend school in a district other than the district where he/she resides. For instance, a student attending a school identified as low achieving on the state's Open Enrollment List may transfer to a school in any other district in the state subject to certain conditions, pursuant to Education Code 48350-48361; see BP/AR 5118 - Open Enrollment Act Transfer. If the district chooses to enter into an interdistrict attendance agreement pursuant to Education Code 46600-46611, a student may request a permit to attend school in a different district when both the district of residence and the district of proposed attendance have agreed to allow interdistrict attendance. If the Governing Board has declared the district to be a "school district of choice" pursuant to Education Code 48300-~~48316~~ 48317, the district may accept a specific number of interdistrict transfers into the district through a random, unbiased selection process. See BP/AR 5117 - Interdistrict Attendance for further information about these options. Pursuant to Education Code 48204, 48301, and 48356, students admitted under any of these options are deemed to have met district residency requirements. The district may revise item #3 as appropriate to reflect options provided by the district.

3. The student is admitted through an interdistrict attendance option, ~~such as an interdistrict attendance agreement, "school district of choice" transfer, or Open Enrollment Act transfer.~~ (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

DISTRICT RESIDENCY (continued)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

Note: Pursuant to Education Code 48204.3, as added by SB 1455 (Ch. 312, Statutes of 2016), amended by SB 455 (Ch. 239, Statutes of 2017), a student will be deemed to meet district residency requirements if his/her parent/guardian is transferred or is pending transfer to a military installation (i.e., a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense or the U.S. Coast Guard) within district boundaries the state.

9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within district boundaries the state. (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

Note: Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), provides that a student complies with residency requirements if his/her parent/guardian was a resident of California and departed against his/her will, as defined. See the section "Proof of Residency" below for information about the documentation required to be submitted to the district under such circumstances. The district may not require any fee or charge for the enrollment of such students in a district school.

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

Note: The following section is optional. Education Code 48204 permits, but does not require, districts to admit a student whose parent/guardian is employed within district boundaries for a minimum of 10 hours during the school week (so-called "Allen bill transfers"). If the district chooses to grant residency status to such students, it may nevertheless deny enrollment to students under the circumstances identified in items #1-3 below. AB 2537 (Ch. 106, Statutes of 2016) amended Education Code 48204 to indefinitely extend the district's authority to grant residency under these circumstances.

DISTRICT RESIDENCY (continued)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Note: The following paragraph is **optional**. In 84 Ops.Cal.Atty.Gen. 198 (2001), the Attorney General opined that overcrowding is not an "arbitrary consideration" within the meaning of Education Code 48204. Therefore, a district may deny an application when the district's school facilities are overcrowded at the relevant grade level. The Attorney General also clarified that, once a student is admitted, he/she must be allowed to continue to attend school in the district through the highest grade level offered by the district, even if the school subsequently becomes overcrowded at the relevant grade level. Although Attorney General opinions are not binding on the courts, they are generally afforded deference when there is no specific statutory or case law to the contrary. The following paragraph is based on this Attorney General opinion.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

Note: Education Code 48204 prescribes limits on the number of net Allen bill transfers out of the district (the difference between the number of students entering and exiting the district) ~~that a district may allow~~ each fiscal year, unless waived by the sending district. The limits are based on the average daily attendance (ADA) of the district, as follows: five percent of ADA for districts with 500 or less ADA; three percent of ADA or 25 students, whichever is greater, for districts with an ADA of 501-2,500; and one percent of ADA or 75 students, whichever is greater, for districts with an ADA of 2,501 or more. The following paragraph may be modified to specify the percentage that applies to the district's ADA.

DISTRICT RESIDENCY (continued)

Even if the district has not authorized Allen bill transfers into the district, Education Code 48204 provides that the district may disallow transfers out of the district, within the specified limits, by students whose parent/guardian is employed within the boundaries of another district.

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. The California Office of the Attorney General, in its guidance Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, clarifies that, even though districts have discretion to accept proof of residency other than the forms listed in items #1-9 below, any alternative documents must be ones that are available to all persons regardless of citizenship or immigration status and that do not reveal information related to citizenship or immigration status. Thus, the district must not require visas, passports, green cards, voter registration, or other documentation that would discourage undocumented children from enrolling in school. Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraph consistent with the Attorney General's model policy. Also see BP 5111 - Admission.

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency

DISTRICT RESIDENCY (continued)

7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student

Note: Pursuant to Education Code 48204, a student shall be deemed a resident of the district if he/she lives with a caregiving adult within district boundaries; see item #5 in section "Criteria for Residency" above. Family Code 6552 provides an affidavit which authorizes a caregiver 18 years of age or older to enroll a minor in school and requires the caregiver's attestation that the student lives with the caregiver. If the student stops living with the caregiver, Family Code 6550 requires the caregiver to so notify the school.

9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

Note: ~~The following paragraph is for use by districts in which there is a military installation within district boundaries.~~ Pursuant to Education Code 48204.3, as added by SB 1455 (Ch. 312, Statutes of 2016) **amended by SB 455 (Ch. 239, Statutes of 2017)**, a parent/guardian who is seeking residency status based on his/her transfer or pending transfer to a military installation within ~~district boundaries~~ **the state** may provide any of the following types of proof of residence **within district boundaries**.

A parent/guardian who is transferred or pending transfer into a military installation within ~~district boundaries~~ **the state** shall provide proof of residence **in the district** within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

Note: Pursuant to Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), **the following evidence must be provided to prove compliance with residency requirements when a student's parent/guardian departed the state against his/her will, as provided in item #10 of the section "Criteria for Residency" above.**

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

DISTRICT RESIDENCY (continued)

Note: Federal and state law require the immediate enrollment of a homeless youth student (Education Code 48852.7; 42 USC 11432), foster youth (Education Code 48853.5), or a student who has had contact with the juvenile justice system (Education Code 48645.5), regardless of his/her ability to provide the school with records normally required for enrollment, including proof of residency. If a dispute arises over the enrollment of a homeless or foster youth, the student must be allowed to attend school while the district liaison conducts a dispute resolution process. See BP/AR/E 6173 - Education for Homeless Children and AR 6173.1 - Education for Foster Youth.

The California Department of Education's web site provides sample forms to obtain a declaration and affidavit from the parent/guardian or other qualified adult relative of a homeless child attesting that the family does not have a fixed, regular, adequate nighttime residence and indicating the current location where the family lives.

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program

Note: Government Code 6205-6210 authorize the Secretary of State to provide victims of domestic violence, stalking, or sexual assault with a substitute address to use in place of their residence, work, or school address in all public records. Under this program, the Secretary of State receives any mail sent to the substitute address and forwards it to the program participant's confidential address. Pursuant to Government Code 6207, the district must accept and use the substitute address designated by the Secretary of State as a participant's substitute address for all communication and correspondence with program participants. The participant will present a laminated identification card containing his/her substitute address and a four-digit authorization number. The district may verify the enrollment of a student in the program by contacting the Safe at Home program.

Program participants have been advised by the Secretary of State to provide administrators with their actual residence location only for school emergency purposes and to establish residency within the district.

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

(cf. 3580 - District Records)

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Students

BP 5125(a)

STUDENT RECORDS

Note: Student records are governed by both federal and state law (Family Educational Rights and Privacy Act (FERPA) pursuant to ~~20 USC 1232g, 34 CFR 99.1-99.8,~~ Education Code 49069, ~~and 5 CCR 430-433,~~ 20 USC 1232g, and 34 CFR 99.1-99.8).

~~Note:~~ Pursuant to 5 CCR 431, districts are **mandated** to establish policies and procedures to implement state law and regulations regarding student records, including policies and procedures which enumerate and describe the student records collected and maintained by the district, ensure security of the records, and guarantee access to authorized persons within five days of a request. Education Code 49069 **mandates** procedures related to parental review of student records. See the accompanying administrative regulation for additional language implementing these mandates.

The privacy of ~~student~~ online information **of students in prekindergarten through grade 12** is addressed in Business and Professions Code 22580-22582-**22587**, as added by SB 568 (Ch. 336, Statutes of 2013), which prohibit an operator of a web site, online service or application, or mobile application from knowingly using, disclosing, **or compiling, or allowing a third party to use, disclose, or compile** the personal information of a minor for the purpose of marketing or advertising specified types of products or services; **allowing a third party to use, disclose, or compile such information; or** ~~In addition, effective January 1, 2016, Business and Professions Code 22584 22585, as added by SB 1177 (Ch. 839, Statutes of 2014), prohibit the operator of a web site, online service or application, or mobile application that provides services to K-12 students from selling or disclosing specified student information or knowingly using that such student information to engage in targeted advertising to students or parents/guardians or to amass a profile about a preK-12 student. Covered student information includes any personally identifiable information or materials created or provided by a student, parent/guardian, or district employee (e.g., name, contact information, educational record, discipline records, test results, health records, socioeconomic information). Pursuant to Business and Professions Code 22580 and 22584 and 22586, the an operator must delete a student's information data under the control of the school or district upon the request of the minor, school, or district.~~

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.~~ The Superintendent or designee shall establish administrative regulations governing the identification, **collection**, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records **and shall protect students and their families from invasion of privacy while maintaining the confidentiality of student records consistent with state and federal law.**

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

STUDENT RECORDS (continued)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy consistent with a model policy developed by the California Attorney General, which includes the following statement. See the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members, as provided below. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement, as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.

Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraphs consistent with the model policy developed by the California Attorney General.

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or judicial subpoena. If a district employee receives such a

STUDENT RECORDS (continued)

request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

Note: The following paragraph reflects a requirement of Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017).

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

Note: The following section is **optional**. Pursuant to Education Code 49073.6, **as added by AB 1442 (Ch. 799, Statutes of 2014)**, any district considering a program to gather information from students' social media activity, as defined, must first notify students and parents/guardians and provide an opportunity for public comment. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980. If such a program is then adopted, the district must comply with program requirements reflected in the section "Student Records from Social Media" in the accompanying administrative regulation.

The district should consult legal counsel before gathering any other online information that does not meet the definition of social media in Education Code 49073.6.

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5145.6 - Parental Notifications)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

STUDENT RECORDS (continued)**Contract for Digital Storage, Management, and Retrieval of Student Records**

Note: Education Code 49073.1, as added by AB 1584 (Ch. 800, Statutes of 2014), authorizes districts to enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or for software designed for this purpose. A district that chooses to enter into such a contract is **mandated** to adopt policy allowing such contracts and must ensure that the contract includes all the provisions specified in Education Code 49073.1. Also see BP 3312 - Contracts.

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

*Legal Reference:*EDUCATION CODE**234.7 Student protections relating to immigration and citizenship status**

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49079 Student records

49091.14 Parental review of curriculum

51747 Independent study

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

22586-22587 Early Learning Personal Information Protection ActCODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

Legal Reference: (see next page)

STUDENT RECORDS (continued)

Legal Reference: (continued)

GOVERNMENT CODE

6252-6260 *Inspection of public records*

HEALTH AND SAFETY CODE

120440 *Immunizations; disclosure of information*

PENAL CODE

245 *Assault with deadly weapon*

WELFARE AND INSTITUTIONS CODE

681 *Truancy petitions*

701 *Juvenile court law*

16010 *Health and education records of a minor*

CODE OF REGULATIONS, TITLE 5

430-438 *Individual student records*

16020-16027 *Destruction of records of school districts*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

1232h *Protection of Pupil Rights Amendment*

UNITED STATES CODE, TITLE 26

152 *Definition of dependent child*

UNITED STATES CODE, TITLE 42

11434a *McKinney-Vento Homeless Assistance Act; definitions*

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 *Children's Online Privacy Protection Rule*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy*

300.501 *Opportunity to examine records for parents of student with disability*

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008
Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

Management Resources continued: (see next page)

STUDENT RECORDS (continued)

Management Resources: (continued)

WEB SITES

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

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

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

U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Students

AR 5125(a)

STUDENT RECORDS

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Note: Guidance issued by the U.S. Department of Education (USDOE) and U.S. Department of Health and Human Services clarifies that a student's immunization and health record maintained by the district is a "student record" subject to the Family Educational Rights and Privacy Act (FERPA). Also see BP/AR 5141.6 - School Health Services.

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

Note: USDOE guidance ([Balancing Student Privacy and School Safety](#)) clarifies that records created by the district's law enforcement unit, such as student images appearing on security videotapes, are not considered student records under FERPA as long as the records are created for a law enforcement purpose.

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

STUDENT RECORDS (continued)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family

Note: Pursuant to 34 CFR 99.3, the definition of "personally identifiable information" includes a personal identifier such as a student's social security number. Education Code 49076.7 prohibits districts from collecting or soliciting social security numbers, or the last four digits of social security numbers, from students or their parents/guardians unless otherwise required to do so by state or federal law. If a social security number is collected under such circumstances, it must be classified as personally identifiable information and is subject to the restrictions related to access or de-identification of records specified in 34 CFR 99.30-99.39 and this administrative regulation.

4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)

STUDENT RECORDS (continued)

5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Note: Education Code 49063 requires districts to include the criteria for defining "legitimate educational interest" and "school officials and employees" in their annual notification; see section "Notification of Parents/Guardians" below.

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records.

School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Note: Pursuant to Education Code 49076, the district may allow any "contractor or consultant" with whom it has a formal written agreement to access information in student records without parent/guardian consent, when the contractor or consultant has a "legitimate educational interest" in that information. However, contrary to 34 CFR 99.31, Education Code 49076 prohibits release of student records to volunteers.

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

STUDENT RECORDS (continued)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)

Note: Pursuant to Education Code 56041.5, all the rights accorded to the parent/guardian of a student with disabilities, including the right to access student records, are transferred to the student when he/she reaches 18 years of age except when the student has been declared incompetent under state law.

3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(*cf.* 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

Note: Education Code 49076 and 34 CFR 99.31 require that access to relevant records be given to parents/guardians of a dependent child, defined by 26 USC 152 as one who lives with his/her parent/guardian for more than half the taxable year, has not provided more than half of his/her own support during that year, and has not filed a joint tax return with a spouse.

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been

STUDENT RECORDS (continued)

investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Note: 34 CFR 99.34 requires the district to make a reasonable attempt to notify the parent/guardian or adult student when the district discloses certain information as described in the following paragraph. However, if the district includes a statement in its annual parental notification that the district may forward education records under these circumstances, it is not obligated to individually notify parents/guardians or adult students. The following **optional** paragraph may be deleted by districts that include such a statement in their annual parental notification. See section below entitled "Notification of Parents/Guardians."

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

Note: Item #6 below is for use by districts that maintain high schools. Education Code 69432.9 provides that all students in grade 12 will be considered Cal Grant applicants and will have their grade point average (GPA) submitted to the Student Aid Commission, unless they opt out or are permitted under Commission rules to submit test scores in lieu of the GPA. ~~AB 1091 (Ch. 637, Statutes of 2015) amended~~ Education Code 69432.9 ~~to require~~ **requires** that the report be submitted on a standardized form provided by the Commission. Pursuant to Education Code 69432.92, ~~as added by AB 1091~~, the Commission may also require that districts submit verification of high school graduation or its equivalent for all students who graduated in the prior academic year, except for students who have opted out.

Education Code 49432.9 requires that parents/guardians be notified that their child's GPA will be forwarded unless they opt out within the time period specified in the notice. This notification could be included in the annual parental notification issued pursuant to Education Code 48980.

6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when requested, verification of high school graduation or its of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be

STUDENT RECORDS (continued)

submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

No later than October 15 each year, the Superintendent or designee shall notify each student in grade 12, and his/her parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission unless he/she opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

Note: Pursuant to Education Code 49076, county placing agencies authorized to assess the effectiveness of a state or federally funded program on behalf of federal, state, or local officials and agencies may be allowed access to student records. Education Code 49076 also authorizes districts, county offices of education, and county placing agencies to develop cooperative agreements to facilitate confidential access to and exchange of student information by email, facsimile, electronic format, or other secure means, provided the agreement complies with the requirements of 34 CFR 99.35.

8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

STUDENT RECORDS (continued)

11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
12. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

Note: SB 233 (Ch. 829, Statutes of 2017) amended Education Code 49069.3 and 49076 to make certain types of records related to foster youth, including records related to attendance, discipline, online communications, and Section 504 plans, accessible to specified agencies and individuals.

14. Any foster family agency with jurisdiction over a currently enrolled or former students; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's ~~for purposes of accessing those students' current or most recent~~ records of grades, and transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

(cf. 6164.6 - Identification and Education Under Section 504)

STUDENT RECORDS (continued)

(cf. 6173.1 - Education for Foster Youth)

Note: AB 1068 (Ch. 713, Statutes of 2013) amended Education Code 49076 to add authorization to disclose records pursuant to items #15-17 below.

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

16. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)
17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))
18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

STUDENT RECORDS (continued)

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

Discretionary Access

At his/her discretion, the Superintendent or designee may release information from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Note: The following optional paragraph may be revised to reflect district practice.
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Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for

STUDENT RECORDS (continued)

- the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
- a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
 5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

Note: Education Code 49076 includes "contractors" and "consultants," as defined in the section "Definitions" above, among the categories of individuals to whom a student's personally identifiable information may be disclosed under certain circumstances. Unlike 34 CFR 99.34, however, Education Code 49076 prohibits disclosure of such information to volunteers and other parties.

6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

Note: Items #7 and 8 below are for use by districts that maintain high schools.

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the

STUDENT RECORDS (continued)

amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)

8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the provisions of 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.31, 99.37)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

De-identification of Records

Note: 20 USC 1232(g) and Education Code 49076 authorize the district to release student records for specified purposes (e.g., to federal and state officials conducting program audits or to organizations conducting studies) without parent/guardian consent after the removal of all "personally identifiable information" as defined in the section entitled "Definitions" above and provided that the district has made a reasonable determination that a student's identity will not be personally identifiable through single or multiple releases. Education Code 49074 further authorizes the district to provide de-identified statistical data to public or private agencies, postsecondary institutions, or research organizations when such actions would be "in the best educational interests of students."

34 CFR 99.31 lists objective standards under which districts may release information from de-identified records. These standards are applicable to both requests for individual, redacted records and requests for statistical information from multiple records.

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

Process for Providing Access to Records

Note: Education Code 49069 **mandates** procedures for notifying parents/guardians of the location of student records if not centrally located. The following paragraph may be expanded to include notification procedures.

STUDENT RECORDS (continued)

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained **in at** different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

Note: 5 CCR 431 **mandates** districts to establish written procedures to ensure the security of student records. The following three paragraphs reflect this mandate and should be modified to reflect any specific physical, technological, or administrative controls developed by the district.

34 CFR 99.31 requires districts to use "reasonable methods" to (1) ensure that school officials, employees, and outside contractors obtain access to only those records, both paper and electronic, in which they have a legitimate educational interest and (2) identify and authenticate the identity of parents/guardians, students, school officials, and any other party to whom the district discloses personally identifiable information from education records. In addition, 34 CFR 99.31 specifies that a district which does not use physical or technological access controls (e.g., a locked file cabinet or computer security limiting access) must ensure that its administrative policy for controlling access is effective and remains in compliance with the "legitimate educational interest" requirement.

The Analysis to Comments and Changes (73 Fed. Reg. 237, page 74817) suggests a balance of physical, technological, and administrative controls to prevent unauthorized access and to ensure that school officials do not have unrestricted access to the records of all students. The Analysis also clarifies that the reasonableness of the method depends, in part, on the potential harm involved. For example, high-risk records, such as social security numbers or other information that could be used for identity theft, should receive greater and more immediate protection.

In addition, as a condition of participation in an interagency data information system (e.g., California Longitudinal Pupil Achievement Data System), Education Code 49076 requires that the district develop security procedures or devices by which unauthorized personnel cannot access data in the system and procedures or devices to secure privileged or confidential data from unauthorized disclosure.

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

Note: 34 CFR 99.30 specifies information that must be included in the parent/guardian consent form, as provided below. The provisions in the following two paragraphs are required pursuant to the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by

STUDENT RECORDS (continued)

AB 699 (Ch. 493, Statutes of 2017). See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

When ~~prior written consent from a parent/guardian is~~ required by law, the parent/guardian shall provide ~~a~~ written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Note: Education Code 49069 and 5 CCR 431 **mandate** that the district adopt procedures for granting parent/guardian requests to inspect, review, and obtain copies of records.

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Note: Education Code 49069 **mandates** procedures for the availability of qualified certificated personnel to interpret records when requested. The following paragraph may be expanded to include specific procedures for persons to request and receive the assistance of certificated personnel.

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

STUDENT RECORDS (continued)

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

The custodian of records shall also make an entry in the log regarding any request for records that was denied and the reason for the denial.

Note: Although Education Code 49064 does not require the district to record access by individuals specified in items #1-5 below, the district may consider recording access by all individuals as part of the reasonable administrative controls required by 34 CFR 99.31; see section above entitled "Process for Providing Access to Records." ~~The following paragraph is optional.~~

The log ~~may~~ **shall** include **requests for access to** records ~~of access~~ by: ~~(Education Code 49064)~~

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), any request for student records by a law enforcement agency for the purpose of enforcing immigration laws must be reported to the Superintendent and the Board; see the accompanying Board policy. Therefore, it is recommended that the custodian of records make an entry in the log regarding any such requests, as provided in item #6 below.

6. Law enforcement personnel seeking to enforce immigration laws

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, custodian of records, and certain state or federal officials. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

Note: Education Code 49069 **mandates** that the district adopt procedures for granting parent/guardian requests for copies of student records pursuant to Education Code 49065.

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

STUDENT RECORDS (continued)

(cf. 3260 - Fees and Charges)

Changes to Student Records

Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - Challenging Student Records)

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed **pursuant to a court order with proper documentation**. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5145.3 - Nondiscrimination/Harassment)

Retention and Destruction of Student Records

Note: 5 CCR 431 mandates that the district establish written policies and procedures regarding the signing and dating of anecdotal information, as specified below.
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All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - Admission)

3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above

STUDENT RECORDS (continued)

- b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

2. A log identifying persons or agencies who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

5. Language training records

STUDENT RECORDS (continued)

(cf. 6174 - Education for English Learners)

6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

~~*(cf. 6162.52 - High School Exit Examination)*~~

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

STUDENT RECORDS (continued)**Transfer of Student Records**

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below. Once the record is received, the Superintendent or designee must inform the student's teachers of the acts; see AR 4158/4258/4358 - Employee Security.

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)
(cf. 5119 - Students Expelled From Other Districts)

Note: Pursuant to Education Code 49068, a district is required to transfer a copy of a student's records to another school in which the student is enrolled or intends to enroll within 10 school days of receiving a request for the records. However, this would not affect a situation where a more restrictive timeline is required. For example, a district is required to transfer the records of a student who is a foster youth to the new school within two business days, pursuant to Education Code 48853.5.

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

STUDENT RECORDS (continued)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices **to in** that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073

STUDENT RECORDS (continued)

10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g

Note: Pursuant to 34 CFR 99.34, if the district's annual parental notification contains the information described in **optional** item #13 below, the district does not need to attempt to individually notify a parent/guardian or adult student when the district discloses an education record to officials of another school, school system, or postsecondary institution (see item #5 in the list of persons/agencies with legitimate educational interests in the section entitled "Persons Granted Access" above).

13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

Note: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7.

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

Note: The following **optional** section is for use by districts that have adopted a program, pursuant to Education Code 49073.6, ~~as added by AB 1442 (Ch. 799, Statutes of 2014),~~ to gather or maintain any information obtained from students' social media activity that pertains directly to school safety or student safety. Districts that adopt such a program, as specified in the accompanying Board policy, must comply with the requirements described below. Districts that have not adopted such a program should delete the following section.

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety

STUDENT RECORDS (continued)

2. Provide a student with access to any information that the district obtained from his/her social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or his/her parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
 - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian
 - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

(12/14 12/15) 5/18

CSBA Sample Administrative Regulation

Students

AR 5125.1(a)

RELEASE OF DIRECTORY INFORMATION

Definition

Note: Education Code 49073 and 20 USC 1232g, the Family Educational Rights and Privacy Act (FERPA), **mandate** that school districts adopt a policy identifying those categories of student records considered to be "directory information," which may generally be released unless the parent/guardian notifies the district of his/her refusal. "Directory information" is defined in Education Code 49061 and 34 CFR 99.3 **and listed in the following section. The district may not expand the list, but may modify it to remove any** However, the following section should be modified to reflect those categories of information defined by the district as "directory information"; those items the district does not intend to release as directory information **should be deleted**. Also see AR 5125 - Student Records.

~~AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below), thereby aligning state law with 34 CFR 99.3. However, Education Code 49061, as amended, does not include three types of information defined as directory information in 34 CFR 99.3: the student's place of birth, grade level, and photograph. Thus, these types of information are not reflected in the following list. Districts that receive any request for such information about student(s) based on federal law should consult legal counsel prior to releasing the information.~~

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received

RELEASE OF DIRECTORY INFORMATION (continued)

11. Most recent previous school attended

*(cf. 1113 - District and School Web Sites)**(cf. 1114 - District-Sponsored Social Media)*

Directory information does not include a student's social security number or student identification number. However, **for purposes of accessing or communicating in electronic systems,** directory information may include a student identification number, user identification, or other personal identifier used by the student ~~for purposes of accessing or communicating in electronic systems~~ provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

Note: The following paragraph reflects a model policy developed by the California Attorney General pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017). See the Office of the Attorney General's Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. Also see the section "Notification to Parents/Guardians" below.

***Directory information* also does not include a student's citizenship status, immigration status, place of birth, or any other information indicating national origin.**

Notification to Parents/Guardians

Note: Pursuant to Education Code 49063 **and 1232g**, the district must annually notify parents/guardians and **eligible** students **who are age 18 or older**, in writing, of their rights related to student records, including the categories of records considered to be "directory information." **The Attorney General's model policy developed pursuant to Education Code 234.7 requires that this notification also describe the manner in which parents/guardians may refuse the release of directory information.** See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. See the accompanying Exhibit for a sample parent/guardian notification.

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information, **how to refuse release,** and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

*(cf. 5125 - Student Records)**(cf. 5145.6 - Parental Notifications)*

RELEASE OF DIRECTORY INFORMATION (continued)

Note: Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraph consistent with the Attorney General's model policy.

In addition, the annual parental notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without parental consent or a court order.

(cf. 5145.13 - Response to Immigration Enforcement)

Note: The following paragraph applies to districts that maintain secondary schools and receive funds under the federal Elementary and Secondary Education Act (ESEA). 20 USC 7908 requires those districts to notify parents/guardians that they may request that the district not release their child's name, address, and telephone number to military recruiters, employers, or colleges without their prior written consent. According to Guidance issued by the U.S. Department of Education (USDOE) ([Access to High School Students and Information on Students by Military Recruiters](#)), a single notice provided through a mailing, student handbook, or other method that is reasonably calculated to inform parents/guardians of the above information is sufficient. The law does not specify whether parents/guardians may request that the district not release their child's information to certain third parties, such as military recruiters, but authorize the release to other parties, such as private employers. Districts should consult legal counsel as appropriate.

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

Parent/Guardian Consent

Note: Education Code 49073 specifies that parents/guardians may request that their child's directory information not be released (an "opt-out" process). **Similarly, 20 USC 7908 requires an "opt-out" process by which parents/guardians may request that their child's information not be released to military recruiters, employers, or institutions of higher education.** However, in the case of a homeless ~~child or youth~~ **student** as defined in 42 USC 11434a, directory information may only be released if the parent/guardian or student age 18 or older has provided written consent for its release ("**opt-in process**").

According to a letter from the USDOE to California's Superintendent of Public Instruction, it is a "misapplication" of 20 USC 7908 for a district to establish an "opt in" procedure specifically for military recruiters whereby a district would not provide information to military recruiters unless a parent/guardian has provided affirmative consent. According to the letter, a district that establishes an "opt in" procedure for military recruiters would risk having its federal ESEA funds withheld.

No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years **old or older**, has provided written consent that directory information may be released. For any other student, directory information shall not be released if his/her parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)

RELEASE OF DIRECTORY INFORMATION (continued)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

CSBA Sample Exhibit

Students

E 5125.1(a)

RELEASE OF DIRECTORY INFORMATION

Note: The following exhibit is based on a model notice prepared by the U.S. Department of Education and should be modified to reflect district practice. **It has been updated to include provisions required by the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017); see the accompanying administrative regulation.**

PARENT/GUARDIAN NOTICE RELEASE OF DIRECTORY INFORMATION

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that River Delta Unified School District, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the district may disclose appropriately designated "directory information" without written consent, unless you have advised the district to the contrary in accordance with district procedures. The primary purpose of directory information is to allow the district to include this type of information from your child's education records in certain school and/or district publications. Examples include:

- a playbill, showing your child's role in a drama production
- the annual yearbook
- honor roll or other recognition lists
- graduation programs
- sports activity sheets, such as for wrestling, showing weight and height of team members

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA), **as amended**, to provide military recruiters, upon request, with students' names, addresses, and telephone listings, unless parents/guardians have advised the district that they do not want their child's information disclosed without their prior written consent.

If you do not want the district to disclose directory information from your child's education records without your prior written consent, you must notify the district in writing by August 15th of each year. The district has designated the following information as directory information:

RELEASE OF DIRECTORY INFORMATION (continued)

Note: The district should modify the following list to specify those categories of information defined by the district as "directory information" in the accompanying administrative regulation. **Those items the district does not intend to release as directory information should be deleted.**

AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below) and delete student's place of birth.

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

The district also may disclose your child's student identification number, user identification, or other unique personal identifier used to communicate in electronic systems, provided it cannot be used to access education records without a personal identification number (PIN), password, or other factor that only the authorized user knows. Your child's social security number will not be used for this purpose.

Directory information does not include your child's citizenship status, immigration status, place of birth, or any other information indicating national origin. The district will not disclose such information without your consent or a court order.

(7/05 11/11) 5/18

CSBA Sample Board Policy

Students

BP 5131.2(a)

BULLYING

Note: Education Code 234.1 and federal law **mandate** that the Governing Board adopt policy prohibiting discrimination, harassment, intimidation, retaliation, and bullying based on specified characteristics. **AB 699 (Ch. 493, Statutes of 2017) amended Education Code 234.1 to include immigration status as a protected class**; see BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

In its October 2010 Dear Colleague Letter: Harassment and Bullying, the U.S. Department of Education Office for Civil Rights (OCR) clarified that misconduct that falls under a district's general anti-bullying policy may also trigger responsibilities under one or more federal antidiscrimination laws if the bullying is on the basis of race, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, and/or **another** legally protected category. If so, federal law requires the district to investigate or otherwise determine what occurred and, if it finds that unlawful discrimination did occur, take prompt and effective steps reasonably calculated to end the discrimination, eliminate any hostile environment and its effects, and prevent the discrimination from recurring.

In addition, OCR's August 2013 Dear Colleague Letter: Bullying of Students with Disabilities points out that any bullying of any student with disabilities that results in the student not receiving meaningful educational benefit constitutes a denial of a free appropriate public education and must be remedied under the federal Individuals with Disabilities Education Act. As necessary, the school may need to convene the student's individualized education program (IEP) team to determine whether the student's needs have changed as a result of the bullying and, if so, revise the IEP to ensure that the student continues to receive appropriate special education and related services.

Thus, while this policy is intended to prevent and address all types of bullying incidents among students, school officials need to know that when "discriminatory bullying" is committed (~~i.e., discrimination based on the actual or perceived status of the alleged victim which is protected by law, such as race, sex, sexual orientation, gender identity or expression, religion, age, or disability~~), and the bullying is sufficiently serious to create a hostile educational environment for the alleged victim or to otherwise deny or limit his/her educational benefits and services, including denial of a free appropriate public education, the alleged victim must be afforded the protections specified under relevant state and/or federal law. ~~CSBA staff met with representatives from California Department of Education (CDE) and OCR to discuss this policy as it relates to the uniform complaint procedure (UCP) requirements. As a result, this sample policy has been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on this policy, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.~~

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide **a** safe school environments **that protects** students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

BULLYING (continued)

(cf. 5131 - Conduct)
(cf. 5136 - Gangs)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

Note: Pursuant to Education Code 48900, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act such as posting of messages on social media networks and includes electronic acts that originate off campus; see the section "Discipline" below and AR 5144.1 - Suspension and Expulsion/Due Process.

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the **electronic** creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images **as defined in Education Code 48900.** ~~on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device.~~ Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6163.4 - Student Use of Technology)

Note: Education Code 32282 encourages districts to include bullying prevention policies and procedures in their comprehensive safety plan; see BP 0450 - Comprehensive Safety Plan. In addition, Education Code 52060-52077 require the Board to adopt and annually update a local control and accountability plan which includes, among other specified state priorities, goals for addressing school climate; see BP/AR 0460 - Local Control and Accountability Plan. Pursuant to Education Code 52060, school climate should be measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable.

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6020 - Parent Involvement)

BULLYING (continued)

Note: Because bullying is not limited to one environment, collaboration among a variety of community agencies and organizations that serve youth may be helpful in preventing and responding to bullying. For further information about building a collaborative, see CSBA's publications [Safe Schools: Strategies for Governing Boards to Ensure Student Success](#) and [Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement](#).

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

47 USC 254 mandates districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 - Student Use of Technology for language implementing this mandate.

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes **social-emotional learning**, effective communication and conflict resolution skills, ~~social skills~~, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. The following paragraph reflects the California Attorney

BULLYING (continued)

General's model policy developed pursuant to Education Code 234.7, contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and has been expanded to include education about the impact of bullying based on any other individual characteristic.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

(cf. 6163.4—Student Use of Technology)

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy, equivalent to that developed by the Attorney General, which requires the provision of staff training with the components specified below.

Education Code 32283.5 requires the CDE to develop an online training module to assist all school staff, school administrators, parents/guardians, students, and community members in increasing their knowledge of the dynamics of bullying and cyberbullying, including, but not limited to, identifying acts of bullying or cyberbullying and implementing strategies to address such acts.

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

BULLYING (continued)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

Note: Although Education Code 234.1 requires the district to adopt a policy requiring school personnel who witness acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against students based on the actual or perceived status of the student belonging to a protected class to take immediate steps to intervene when it is safe to do so, it is recommended that districts apply this policy equally to all students; also see AR 5145.3 - Nondiscrimination/Harassment.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints

Note: The following reporting process may be revised to reflect district practice.

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

BULLYING (continued)

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(*cf.* 1312.3 - Uniform Complaint Procedures)

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/E 6163.4 - Student Use of Technology.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Note: Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on race or ethnicity, nationality, gender, sex, sexual orientation, religion, **immigration status**, or any ~~other~~ characteristic contained in the definition of hate crimes in Penal Code 422.55. Pursuant to 5 CCR 4600-4633, the UCP must be used for this purpose. In addition, federal regulations require districts to adopt procedures providing for prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25).

Although some bullying incidents may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all bullying incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. Those bullying incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When a bullying incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with AR 1312.3 - Uniform Complaint Procedures.

BULLYING (continued)

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Note: Pursuant to Education Code 48900-48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process.

The courts have generally upheld discipline for off-campus student conduct that poses an identifiable threat to the safety of other students, staff, or school property or presents a risk of substantial disruption of school activities, provided that the district is able to document the impact or disruption that the conduct has, or could be expected to have, on school activities (e.g., *Wynar v. Douglas County School District*, *Lavine v. Blaine School District*). ~~In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. For example, T~~he court in *J.C. v. Beverly Hills Unified School District* found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).

Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school-sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to his/her person or property, causing a substantially detrimental effect on his/her physical or mental health, causing substantial interference with his/her academic performance, or causing substantial interference with his/her ability to participate in or benefit from school services, activities, or privileges).

When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief [Cyberbullying: Policy Considerations for Boards](#). Also see BP 5131 - Conduct and BP 5145.2 - Freedom of Speech/Expression.

Additionally, districts should note that, in the context of discriminatory bullying on the basis of race, color, national origin, sex, or disability, federal law and regulations require school districts to impose discipline on students, up to and including suspension and expulsion, where necessary to remedy the effects of a hostile environment and prevent the discrimination from recurring.

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as

BULLYING (continued)

defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(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)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources: (see next page)

BULLYING (continued)

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Social and Emotional Learning: Guiding Principles, 2018

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Guidance to Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss/>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <https://gltcenter.org/>

Collaborative for Academic Social and Emotional Learning: <https://casel.org>

Common Sense Media: <http://www.commonsensemedia.org>

National School Safety Center: <http://www.schoolsafety.us>

ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>

Partnership for Children and Youth: <https://www.partnerforchildren.org>

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

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RESPONSE TO IMMIGRATION ENFORCEMENT

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

*Legal Reference:*EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONS*Plyler v. Doe*, 457 U.S. 202 (1982)*Management Resources:*CSBA PUBLICATIONS*Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status*, February 2017CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS*Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues*, April 2018WEB SITESCSBA: <http://www.csba.org>California Office of the Attorney General: <http://oag.ca.gov>California Department of Education: <http://www.cde.ca.gov>California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>California Department of Justice: <http://www.justice.gov>U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>U.S. Immigration and Customs Enforcement: <https://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:

<https://locator.ice.gov/odls>

RESPONSE TO IMMIGRATION ENFORCEMENT

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

(cf. 5145.12 - Search and Seizure)

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

(cf. 3515.3 - District Police/Security Department)

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
 - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
 - a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
 - e. District staff's response to the officer's request
 - f. Any further action taken by the officer
 - g. A photo or copy of any documents presented by the officer

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

(cf. 5111.1 - District Residency)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

CSBA Sample Board Policy

Students

BP 5145.3(a)

NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, **as amended by AB 699 (Ch. 493, Statutes of 2017)**, which prohibits discrimination based on race, nationality, **immigration status**, ethnicity, gender, gender identity, gender expression, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; **Government Code 11135, which prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information**; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; Title IX (20 USC 1681-1688), which prohibits discrimination based on sex, gender, gender identity, pregnancy, and parental status; the Age Discrimination Act of 1975 (42 USC 6101-6107), which prohibits discrimination based on age; and Title II (20 USC 12101-12213) and Section 504 (29 USC 794), which prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. See also BP 0410 - Nondiscrimination in District Programs and Activities.

Moreover, this sample Board policy and the accompanying administrative regulation reflect the statutory right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with his/her gender identity as specified in Education Code 221.5, and best practices based on existing state and federal law. Districts with questions about the rights of transgender and gender-nonconforming students should consult legal counsel as appropriate. For more information on the rights of transgender students, see CSBA's **policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities**.

Education Code 234.1 **mandates** that districts adopt policy prohibiting **discrimination**, at school or in any school activity related to school attendance or under the authority of the district, **discrimination**, including discriminatory harassment, intimidation, and bullying, based on the foregoing characteristics. The California Department of Education (CDE), through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other anti-discrimination policies and practices to ensure compliance with these requirements. In addition, the U.S. Department of Education's Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures.

CSBA staff received feedback and comment from representatives of CDE and OCR regarding this policy and the accompanying regulation as they relate to the UCP requirements. As a result, the sample policy and regulation have been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on them, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other

NONDISCRIMINATION/HARASSMENT (continued)

educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, **nationality**, national origin, **nationality**, **immigration status**, **ethnicity**, ethnic group identification, **ethnicity**, age, religion, marital **status, pregnancy, or** parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, **or** gender expression, **or genetic information**, or association with a person or group with one or more of these actual or perceived characteristics.

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Note: Education Code 234.1 prohibits unlawful discrimination in **school related activities and when it affects all acts related to school activity or** school attendance. **However,** OCR has clarified in several publications that conduct that occurs off campus may have an adverse effect on a student at school (i.e., create a "hostile environment" for the student). When that happens, the district has an obligation to investigate and to take steps to protect the student.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Note: In addition to the types of prohibited student conduct described **below above,** prohibited conduct **also** includes different treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination in District Programs and Activities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

NONDISCRIMINATION/HARASSMENT (continued)

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

Note: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to adopt and publicize its nondiscrimination policies to the school community. The following paragraph may be modified to reflect district practice.

In addition, in its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Note: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be

NONDISCRIMINATION/HARASSMENT (continued)

entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. The district should consult legal counsel as necessary.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - **Dismissal**/Suspension/Disciplinary Action)*
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference: (see next page)

NONDISCRIMINATION/HARASSMENT (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
48985 Translation of notices
49020-49023 Athletic programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record
4600-~~4687~~ **4670** Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Prohibition of discrimination based on age

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

NONDISCRIMINATION/HARASSMENT (continued)

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, ~~January 1999~~ Fact Sheet, August 2010

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

California Office of the Attorney General: <http://oag.ca.gov>

First Amendment Center: <http://www.firstamendmentcenter.org>

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

CSBA Sample Administrative Regulation

Students

AR 5145.3(a)

NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting **unlawful discrimination**, at school or in school-sponsored or school-related activities, ~~unlawful discrimination~~, including discriminatory harassment, intimidation, and bullying, of any student based on his/her actual or perceived race, color, ancestry, **nationality**, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital ~~or parental~~ status, pregnancy, **parental status**, physical or mental disability, sex, sexual orientation, gender, gender identity, ~~or~~ gender expression, **genetic information**, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights.

5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying. In addition, 34 CFR 106.8 and other federal regulations **mandate** districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with federal laws and regulations governing the district's educational programs.

During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for investigating complaints. The U.S. Department of Education's (USDOE) Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints.

The following paragraphs identify the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws (e.g. Title IX and Section 504 coordinators), including the investigation and resolution of discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. Note also that a district may designate more than one employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, **nationality**, national

NONDISCRIMINATION/HARASSMENT (continued)

origin, **nationality**, **immigration status**, **ethnicity**, ethnic group identification, **ethnicity**, age, religion, marital **status**, pregnancy, **or** parental status, **pregnancy**, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, **genetic information**, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Superintendent

445 Montezuma Street, Rio Vista, CA 94571

(707) 374-1700

Superintendent

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms. In addition, federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures.

Item #1 below may be revised to specify the means by which the district publicizes its nondiscrimination policies and complaint procedures.

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.

NONDISCRIMINATION/HARASSMENT (continued)

Note: Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), requires districts and public schools to post on their web sites information related to Title IX (20 USC 1681-1688). A comprehensive list of rights based on the federal regulations implementing Title IX can be found in Education Code 221.8. A district that does not maintain a web site may comply by posting the information below on the web site of its county office of education. A school without a web site may comply by posting the information on the web site of the district or county office of education.

2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)
 - a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
- (cf. 1113 - District and School Web Sites)*
(cf. 1114 - District-Sponsored Social Media)
3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

NONDISCRIMINATION/HARASSMENT (continued)

Note: In its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See also CSBA's policy brief ~~Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students~~. Item #4 below may be modified to reflect district practice.

4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

NONDISCRIMINATION/HARASSMENT (continued)

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

Note: Item #8 below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect him/her from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved.

8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to **protect students' privacy rights and ensure their safety protect students** from threatened or potentially discriminatory behavior **and ensure their privacy rights**.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

NONDISCRIMINATION/HARASSMENT (continued)

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community **the school's response plan to unlawful discrimination or harassment**

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

(cf. 4118 - **Dismissal/Suspension/Disciplinary Action**)

(cf. 4218 - **Dismissal/Suspension/Disciplinary Action**)

(cf. 5144 - **Discipline**)

(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**)

Process for Initiating and Responding to Complaints

Note: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying. Such a process, which is required to be consistent with the uniform complaint procedures specified in 5 CCR 4600-4687 **4670**, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed. In addition, **in its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that** districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school. This principle would also apply to harassment on other bases, such as race, gender, or disability.

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

NONDISCRIMINATION/HARASSMENT (continued)

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

Note: Though a formal complaint must be in writing pursuant to 5 CCR 4600, the district's obligation to provide a safe school environment for its students overrides the need to comply with formalities. Thus, once the district receives notice of an incident, whether verbally or in writing, it is good practice to begin the investigation of the report and to take steps to stop any prohibited conduct and address any effect on students. The following paragraph reflects such practice and is consistent with OCR recommendation.

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Note: The following section may be modified to reflect district practice. Pursuant to Education Code 221.5, a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on his/her educational records. Because Education Code 221.5 affords transgender students these rights, districts in California are not impacted by the February 22, 2017 action of the USDOE and U.S. Department of Justice to rescind earlier federal guidance which had indicated that, under Title IX, students must be allowed to use sex-segregated facilities in accordance with their gender identity. In implementing state law, districts may review recommended practices in the USDOE's Office of Elementary and Secondary Education's [Examples of Policies and Emerging Practices for Supporting Transgender Students](#). For more information on the rights of transgender students, see CSBA's [policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students](#) and its [Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination](#).

NONDISCRIMINATION/HARASSMENT (continued)

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the **bathroom** that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Use of gender-specific slurs

NONDISCRIMINATION/HARASSMENT (continued)

7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

Note: Timelines included in items #1-2 below may be modified to reflect district practice.

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults

NONDISCRIMINATION/HARASSMENT (continued)

on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action **could can** be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance

NONDISCRIMINATION/HARASSMENT (continued)

with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

Note: 5 CCR 432 requires the legal name, sex, date of birth, etc., of a student to be maintained as part of the student's "mandatory permanent student records" but does not prohibit keeping of other records, such as a student's preferred name, as part of the student's "permitted student records."

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed **pursuant to a court order, with proper documentation**. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

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CSBA Sample Board Policy

Students

BP 5145.9(a)

HATE-MOTIVATED BEHAVIOR

Note: The following **optional** policy ~~is for use by districts in the implementation of a~~ **addresses** prevention ~~strategy~~ **strategies** for hate-motivated incidents and should be modified to reflect district practice. Elements of this policy ~~will also likely~~ should be integrated into existing **district and** school **site** plans, such as **the local control and accountability plan, comprehensive** school safety **plan**, and staff development plans, ~~as well as any policies developed by the district regarding school climate (see BP 5137 - Positive School Climate) and nondiscrimination (see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment).~~

In its publication entitled ~~Hate Motivated Behavior in Schools~~, the California Department of Education defines "hate motivated behavior" as an act, or attempted act, motivated by hostility towards a victim's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. Some "hate motivated behavior," including an assault, bomb threat, destruction of property, graffiti, and certain types of vandalism, may also be crimes under state or federal law.

In order to create a safe learning environment for all students, the Governing Board desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices. **The Governing Board is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.**

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

~~*(cf. 5147 - Dropout Prevention)*~~

HATE-MOTIVATED BEHAVIOR (continued)

Note: **Hate-motivated behavior, such as an assault, physical threat, bomb threat, destruction of property, graffiti, and certain types of vandalism, may constitute a crime under state or federal law.**

Local law enforcement agencies and human rights commissions **throughout the state** have established countywide hate crimes networks aimed at responding to and preventing hate crimes. **The Districts can identify local hate crime resources through the** California Association of Human Relations Organizations, **which** conducts activities designed to protect human and civil rights through networks of collaborations that reduce community tension and build intergroup relationships.

The following **optional** paragraph should be revised to reflect district practice.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. **These Such collaborative** efforts shall **be focused focus** on **providing ensuring** an efficient use of district and community resources, **developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.**

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

The district shall provide **students with** age-appropriate instruction **that includes the development of social-emotional learning, promotes their** ~~to help promote an~~ understanding of and respect for human rights, diversity, and ~~tolerance~~ **acceptance** in a multicultural society, and ~~to provides~~ strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.94 - History-Social Science Instruction)

~~The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.~~

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

As necessary, the district shall ~~also~~ provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

HATE-MOTIVATED BEHAVIOR (continued)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Grievance Procedures-Complaint Process

Note: School level grievance procedures for investigation of sexual harassment complaints are detailed in AR 5145.7—Sexual Harassment. The following paragraph provides for the application of those procedures to the investigation of complaints regarding hate motivated behavior. Districts that wish to use other procedures should modify the following paragraph accordingly. Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on race or ethnicity, nationality, gender, sex, sexual orientation, religion, immigration status, or any characteristic contained in the definition of hate crimes in Penal Code 422.55. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). Pursuant to 5 CCR 4600-4670, uniform complaint procedures (UCP) must be used for this purpose. See BP/AR 1312.3 - Uniform Complaint Procedures.

Although some incidents of harassment, intimidation, or bullying may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was victimized because of his/her actual or perceived membership in a legally protected class. Those incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When an incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process.

Any student who believes he/she is a victim of hate motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

HATE-MOTIVATED BEHAVIOR (continued)

(cf. 3515.3 - District Police/Security Department)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school level complaint process/grievance procedures as described in AR 5145.7 Sexual Harassment. **Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.**

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Staff who receive notice of hate motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-~~4687~~**4670** Uniform ~~C~~**C**omplaint ~~P~~**P**rocedures

4900-4965 Nondiscrimination in elementary and secondary education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Prohibition of discrimination based on age

Management Resources: (see next page)

HATE-MOTIVATED BEHAVIOR (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES PUBLICATIONS

Bullying at School, 2003

California Student Safety and Violence Prevention—Laws and Regulations, April 2004

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Prohibited Disability Harassment, July 2000

WEB SITES

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

California Association of Human Relations Organizations: <http://www.cahro.org>

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

California Office of the Attorney General: <http://oag.ca.gov>

National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Community Relations Service: <http://www.usdoj.gov/ers>

<https://www.justice.gov>

(6/99 7/09) 5/18

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

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: ___x___

From: Antonia Slagle, Principal of Isleton Elementary and State Preschool

Item Number: 13.

SUBJECT Request to approve Resolution #748 CDE Child
Development Services Contract – CSPP-8405 California
State Preschool naming Don Beno, Elizabeth Keema-Aston
and Antonia Slagle as authorized signees to sign
transactions for the Governing Board – Antonia Slagle

Action: ___x___
Consent Action: ___
Information Only: ___

Background:

To give this authorization to: Don Beno, Elizabeth Keema-Aston and Antonia Slagle.
This action is required to authorize signees.

Status:

See attached Resolution #748

Presenter

Antonia Slagle

Other People Who Might Be Present

Cost &/or Funding Sources None

Recommendation:

That the Board approve Resolution #748 CDE Child Development Services Contract – CSPP-8405 California State Preschool naming Don Beno, Elizabeth Keema-Aston and Antonia Slagle as authorized signees to sign transactions for the Governing Board – Antonia Slagle

Time: __2__ mins. __

**RIVER DELTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 748**

**Resolution Authorizing Designees to Sign Transactions
For the CDE Child Development Services Contract – CSPP-8405
California State Preschool Program**

BE IT RESOLVED by the Board of Trustees of the River Delta Unified School District authorizes the CDE Child Development Services Contract CSPP-8405 California State Preschool Program Contract and that the persons who are listed below are authorized to sign the transactions for the Governing Board. Don Beno, Superintendent, Elizabeth Keema-Aston, Chief Business Officer, Antonia Slagle, Principal of Isleton Elementary and Coordinator of the California State Preschool Program.

PASSED AND ADOPTED the 12th day of June, 2018, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:
NOES:
ABSENT:

IN WITNESS WHEREOF, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 748, adopted by the said Board at a meeting thereof held at a public place of meeting and the resolution is on file in the office of said Board.

_____, June 12, 2018
Marilyn Riley, Clerk (Date)
Board of Trustees
River Delta Unified School District

SIGNATURES OF AUTHORIZED EMPLOYEES:

_____, Don Beno, Superintendent

_____, Elizabeth Keema-Aston, Chief Business Officer

_____, Antonia Slagle, Principal Isleton Elementary School
and Coordinator CSPP

End

BOARD OF TRUSTEES

RIVER DELTA UNIFIED SCHOOL DISTRICT



Meeting Date: June 12, 2018

Attachments:

X

From: Bonnie Kauzlarich, Director of Personnel

Item no. 14

SUBJECT Request for approval of "Declaration of Need for Fully Qualified Educators" for the 2018-19 School Year

Action: X

Consent: _____

Information Only: _____

Background The Commission on Teacher Credentialing requires that school districts have on file a declaration, adopted by the school board, certifying the areas of anticipated need for fully qualified educators.

Status:

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

Recommendation: That the Board approve the "Declaration of Need For Fully Qualified Educators for the 2018-19 school year.

Time: 3 minutes



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018-2019

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: River Delta Unified School District District CDS Code: 67413

Name of County: Sacramento County CDS Code: 34

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 /12 /2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Bonnie Kauzlarich Director of Personnel

Name

Signature

Title

707-374-2995

707-374-1714

June 12, 2018

Fax Number

Telephone Number

Date

445 Montezuma Street, Rio Vista, CA 94571

Mailing Address

bkauz@rdsd.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	2
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization:	

Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	2
Special Education	1
TOTAL	3

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.

National, Brandman, Teachers College of San Joaquin, CSU Sacramento, SCOE School of Education, Univ of the Pacific

If no, explain why you do not participate in an internship program.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018

Attachments: ___x___

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: _15._

SUBJECT

Amendment #3 for Agreement with Head Start (SETA) to continue with the increase the space with an additional classroom for the operation of the Preschool Program at Walnut Grove Elementary School.

Action: ___x___
Consent Action: _____
Information Only: _____

Background:

RDUSD has entered into an agreement with SETA to run the preschool program starting August 1, 2016. After a meeting with the community it was desirable to increase the space by one classroom to accommodate 20 more preschool children. The first year for Amendment #1 identified the space as in-kind match by the district and the following years the space would also be leased.

SETA has requested that the agreement continue in a cost neutral basis for August 1, 2018 through July 30, 2019. The in-Kind contribution will be reviewed by a third party assessor and the result will be shared with the Lessor no later than October 15, 2018.

Status: The district wishes to continue with this agreement with Amendment #3.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: N/A

Cost &/or Funding Sources No cost to the district.

Recommendation:

That the Board approve the agreement with Head Start (SETA) beginning August 1, 2018.

Time: ___5 mins.---

**THIRD AMENDMENT
TO
RIVER DELTA UNIFIED SCHOOL DISTRICT LEASE**

This THIRD AMENDMENT TO RIVER DELTA UNIFIED SCHOOL DISTRICT LEASE (the “Third Amendment”) is made and entered into this first day of August, 2018, between **RIVER DELTA UNIFIED SCHOOL DISTRICT** hereinafter called “Lessor,” and the **SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA)**, a Joint Powers Agency, hereinafter called “Lessee.”

RECITALS

A. Lessor and Lessee previously entered into a River Delta Unified School District Lease (the “Lease”) dated August 1, 2016 for certain premises located at 14181 Grove Street, Walnut Grove, California totaling approximately one thousand one hundred and fifty-one (1,151) square feet, including Classroom #6 and related adjacent areas (the “Premises”); and

B. Lessor and Lessee also entered into a First Amendment to the Lease (the “First Amendment”) dated June 14, 2016, to add additional space to the Lease consisting of approximately nine hundred and twenty (920) square feet of classroom space identified as Classroom #1 on the Plan attached to the First Amendment as Exhibit A-1 and incorporated therein by reference (the “Additional Premises”) and to provide for Lessee’s use of the Additional Premises as an In-kind Contribution for the period of one year at no additional cost; and

C. Lessor and Lessee subsequently entered into a Second Amendment (the “Second Amendment”) dated May 9, 2017 to provide for Lessee’s use of the Additional Premises as an In-kind Contribution for a second period of one year at no additional cost.

D. Lessor and Lessee now desire to further amend the Lease to provide for a third year of use of the Additional Premises as an In-Kind Contribution at no additional cost.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Paragraph 2 of the Second Amendment is hereby deleted and replaced with the following:

2. Additional In-Kind Contribution/Rent for Additional Premises. For the entire initial term of the Lease, which expires on July 31, 2019, the Additional Premises shall be considered an In-Kind Contribution to the SETA Head Start Program valued at \$1.19/ sq. ft. (\$1,094.80) per month) and no additional rent shall be required. Lessee shall procure a third-party appraiser, at its sole expense, to determine the fair market value of the Additional Premises and share the results of the valuation with Lessor no later than October 15, 2018. If both parties desire to

continue to include the Additional Premises as part of the Lease during any renewal thereof beyond July 31, 2019, the parties shall, no later than May 1, 2019, negotiate a rental rate for the Additional Premises and execute a subsequent amendment to the Lease to memorialize the rental rate for the Additional Premises commencing with the first renewal year of the Lease on August 1, 2019. If, for any reason, the parties do not agree upon the appropriate rental rate for the Additional Premises in subsequent years, then the Additional Premises shall be automatically deleted from the Lease effective July 31, 2019.

2. Terms and Conditions. Except as set forth above, all other terms and conditions of the Lease shall be applicable to the Additional Premises.

3. Ratification. Lessor and Lessee hereby agree that, except as modified in this Third Amendment, the Lease is ratified and affirmed, remains in full force and effect, and is incorporated herein by this reference. In the event of any conflict between the terms of this Third Amendment and the terms of the Lease, the First Amendment or the Second Amendment, the terms of this Third Amendment shall control.

IN WITNESS WHEREOF, the respective parties hereto have executed this Third Amendment.

LESSOR: RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____
Don Beno, Superintendent

Dated: _____

**LESSEE: SACRAMENTO EMPLOYMENT AND TRAINING AGENCY,
a Joint Powers Agency**

By: _____
Kathy Kossick, Executive Director

Dated: _____

Approved as to Form:

Legal Counsel to SETA

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 16

SUBJECT Proposal for Technology Consulting Services with Action: X
Communication Strategies to provide technical support for Consent Action: _____
the implementation of Phase 4 of the new District Wide Information Only: _____
phone system.

Background:

In November 2017, the district contracted with Communication Strategies to assist the district in accessing the needs, developing the RFQ, vendor participation, evaluating vendor and selection, coordinating and consulting for the best and final offer, assisting in alternative back-up strategies. Communication Strategies has worked extensively with the Phone Committee and provided essential industry insights in the weekly meetings as well as keeping the project moving to completion.

Status:

The district is now in the contracting, purchasing and installation phase or Phase 4 noted in the itemized scope of work. The district is desirous to contract with Communication Strategies for their continued assistance and expertise through the entire project. Their services are seen as necessary by the Phone Committee for the benefit of the district. Implementation and installation of the new system will take place during the summer culminating with switch over just prior to the beginning of the next school year.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost &/or Funding Sources

\$27,885 from one-time funds assigned for the new phone system.

Recommendation:

That the Board approves the consulting agreement with Communication Strategies.

Time: 5 mins.

Addendum - Technology Consulting Services

For



RIVER DELTA UNIFIED SCHOOL DISTRICT

Serving K-12 in the Delta Communities along the Sacramento River

Presented to:

**Craig Hamblin
Director M.O.T.**

By

Chuck Vondra
Sr. Consultant, Managing Principal
(707) 963-5418
Chuck@com-strat.com

Scott McCoy
Consultant/Project Manager
(408) 472-7714
ScottM@com-strat.com

Itemized Scope of Work

Communication Strategies has completed Phases 1 through 3 of the proposed technology consulting services. River Delta Unified School District has decided to move forward with the project and wishes to retain the services of Com-Strat for the following additional phases.

The goal of this engagement will be to support River Delta Unified School District and the chosen Vendor of the VoIP replacement system in the successful implementation of that solution. Communications Strategies will function as your independent Subject Matter Expert to ensure that River Delta Unified School District's best interests are met in the installation and that the project proceeds along industry accepted best practices. Communication Strategies has been involved in hundreds of Implementations from various Vendors and Manufacturers over the years and will add that experience to your team.

To the degree that any of the Project Tasks below can be completed by River Delta Unified School District or the chosen Vendor it will be deleted from our Scope of Work as the project proceeds. We will invoice only for actual hours worked.

Phase 4	Implementation Support Tasks	Quantity	Hours	Net Hours
4.01	Evaluate contract, Terms and Conditions, and Scope of Work for industry best practice and project requirements	1	6	6
4.02	Manage Customer Legal Approval and Purchasing Process - if required	Optional	6	TBD
4.03	Vendor kickoff meeting - deployment plan, installation schedule	1	3	3
4.04	Prepare formal project plan with all vendor and Client resources accounted for, establish dependencies, update & manage	Vendor to manage	12	TBD
4.05	Develop business continuity plan	1	1	1
4.06	Telco design, order and follow up on carrier services	1	8	8
4.07	Complex/Difficult Telco ordering process follow up	1	12	12
4.08	RFQ for alternate telco provider	Option	12	TBD
4.09	VoIP Readiness remediation PM - cabling, VLANS, power, LAN, WAN, etc.	1	2	2
4.10	LAN/QoS Design Workshops	2	1	2
4.11	Telephony Design Workshops (Call coverage, template design, features, class of service, restrictions, dial plan)	2	2	4
4.12	ACD Design Workshop and follow up (call flows, reporting requirements, agent and supervisor functionality)	NA	4	TBD
4.13	Planning, design of security, paging, E911, etc.	1	2	2
4.14	Workshop to design Advanced Unified Communications (Instant Messaging, Presence, Collaboration, etc.)	1	2	2
4.15	Complete cutsheets with user and phone details	Client IT to perform	24	TBD
4.16	Review final call flow documentation, and cut sheets prior to database freeze	1	2	2

4.17	Create and develop User Acceptance Test (UAT) plan (VoIP, failover)	2	2	4
4.18	Assist in training format, scheduling, reviewing training materials	3	1	3
4.19	Communication plan to end user community to improve project acceptance, and 2 communications (email, company meeting)	1	4	4
4.20	Review, remediate Vendor executed VoIP QoS readiness assessment	2	2	4
4.21	Participate in UAT and failover testing according to UAT test plan and minor remediation as required	2	4	8
4.22	Plan cut coverage trouble ticket response and escalation	1	1	1
4.23	System cutover	1	5	5
4.24	System cutover coverage	1	12	12
4.25	Day 2 cutover coverage	Option	8	TBD
4.26	Manage post install punch list and remediation	Vendor to manage	8	TBD
4.27	Assist in liquidation of existing hardware	Option	2	TBD
4.28	Project close out - manage Vendor's system acceptance process and project close-out, review as-built documentation, and final exception lists. Lessons learned meeting.	2	2	4
4.29	Participate in weekly planning meetings (per week)	16	1	16
4.30	Miscellaneous emails, PM and follow up - weekly	16	2	32
4.31	Prepare weekly meeting notes	Vendor to manage	1	TBD
4.32	Travel Time (1/2 rate)	3	2	6
Phase 4 Total				143

Project Timeline

Phase 4: Installation Project Management	14 - 16 weeks
--	---------------

Timeline above represents typical intervals based on normal client urgency and availability. Timeline can be shortened or expanded upon request.

Addendum #1 for Technology Consulting Services

This agreement is between Communication Strategies (Com-Strat, LLC) and the River Delta Unified School District for the purpose of technology consulting services.

SCOPE OF WORK:

Phase 4 as described above

FEES:

143 Hours at \$195.00 per hour for a total of \$ 27,885.00

TERMS:

All local travel and normal expenses are included in our hourly rate. Communication Strategies will submit invoices monthly for work performed and payment is net 30 days. The hours quoted are not to exceed figures, and are expected (but not guaranteed) to fulfill the Scope of Work proposed.

ACCEPTANCE

River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Com-Strat, LLC
1176 Starr Ave.
St. Helena, CA 94574

Name: _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 17

SUBJECT Proposal Purchase Agreement with Maverick Networks, Inc. for the new district wide phone system including hardware and installation Action: X
Consent Action: _____
Information Only: _____

Background:

Beginning in fiscal year 2016-17 a Phone Committee was organized to research and develop a plan for the purchase of a new phone system to be installed district wide. The current phone systems is about 20 yrs. old and is obsolete. During the process it was determined that the committee needed assistance with someone in the field to assist in this major purchase.

In November 2017 the district contracted with Communication Strategies to provide consulting services on this project. With their assistance the phone committee was able to acquire quotes from 2 vendors as a piggy back on a government contract for hardware and installation. The vendors were Maverick Networks, Inc. and Packet Fusion.

Maverick sells Mitel communication products and Packet Fusion sell ShoreTel products. Each vendor presented their communication solutions and demonstrated the usage of their specific phones. The demonstrations took place in front of a panel of 8 whom provided feedback to the committee, which was used in the scoring process.

Status:

The phone committee reviewed and scored the bids as well as the presentation from both vendors. Maverick Networks won the contract. Upon Board approval the contract will be signed and purchase process begun. Installation is slated to be completed before the beginning of the next school year.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present:

Cost &/or Funding Sources

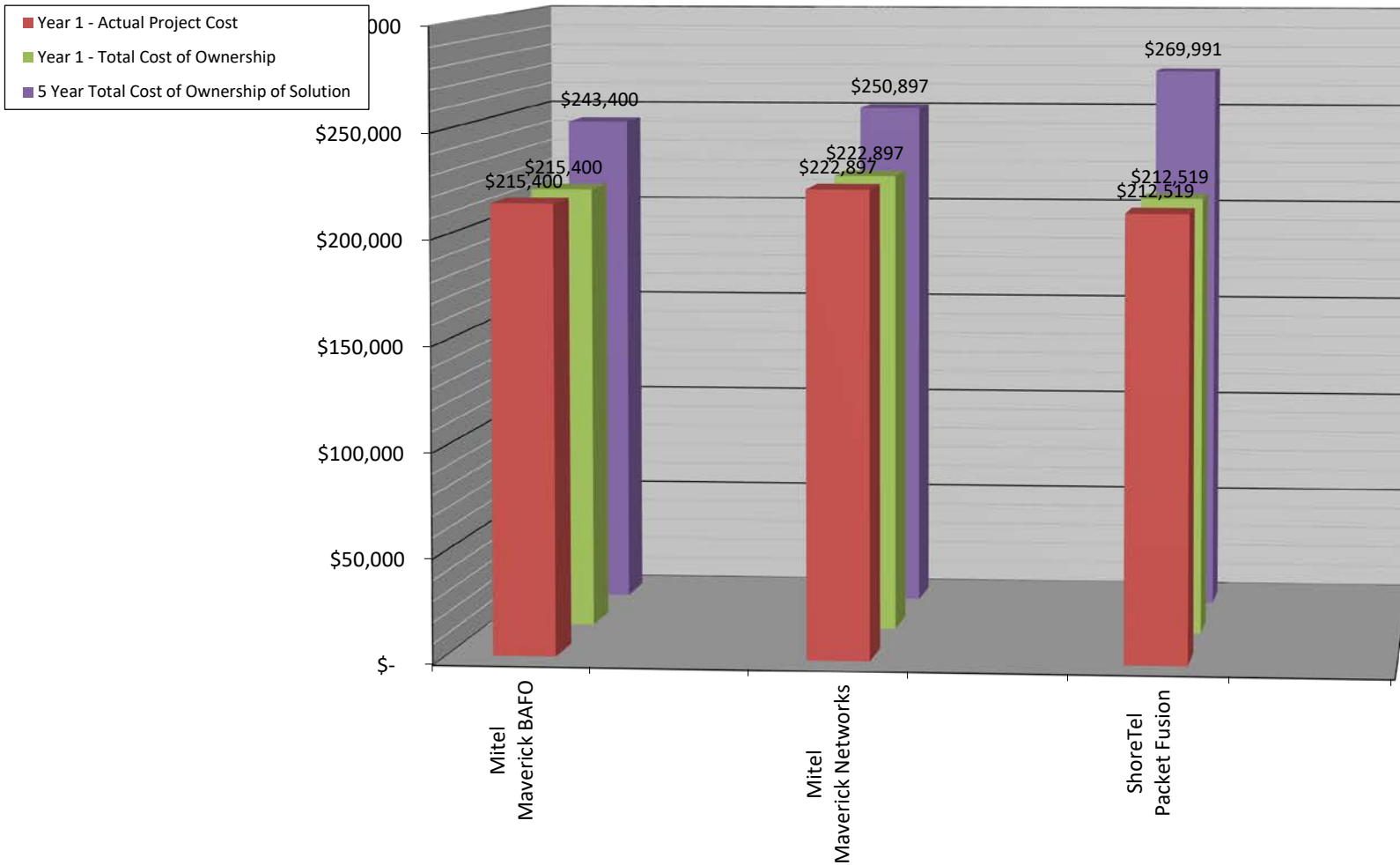
\$243,400 from one-time funds assigned for the new phone system.

Recommendation:

That the Board approves the contract with Maverick Networks, Inc.

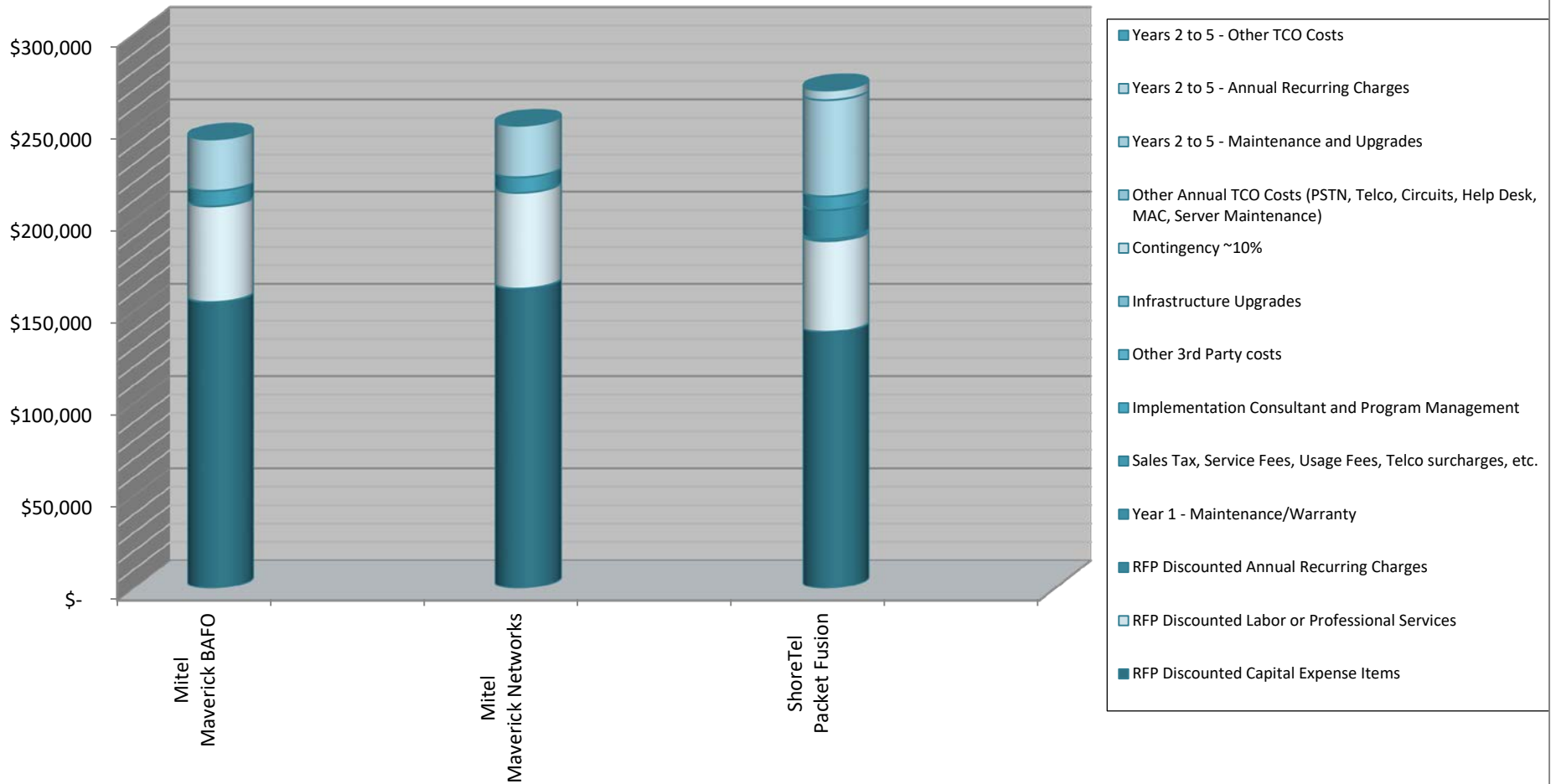
Time: 15 mins.

Vendor Comparison



Vendor Comparison

Total Cost of Ownership





Purchase Agreement

This Agreement is entered into by and between **Maverick Networks Inc.**, (hereinafter referred to as "**Maverick Networks Inc.**") and the Customer whose name and address are set forth below (hereinafter referred to as "Customer"). **Maverick Networks Inc.** agrees to sell to Customer and Customer agrees to purchase from **Maverick Networks Inc.**, in accordance with the Terms and Conditions herein, the equipment described more particularly on SCHEDULE I, attached hereto (hereinafter referred to as "Equipment"), to be installed at:

Rio Vista Unified School District 445 Montezuma Street, Rio Vista, CA 94571 The estimated in-service date for the system is: July-Aug 2018

TERMS AND CONDITIONS

1. **PURCHASE PRICE AND PAYMENT TERMS:** Customer agrees that the Equipment is to be purchased at the purchase price and payment schedules set forth below either Cash Purchase or Lease.

<input type="checkbox"/>	Cash Purchase		
	PURCHASE PRICE:	\$	<u>207,000.00 + \$8,400.00 (Tax) = \$215,400.00</u>
	Down Payment (25%)	\$	<u>53,850.00</u> (Due on Execution Date of this Agreement)
	Progress Payment (25%)	\$	<u>53,850.00</u> (Due Upon Delivery of Equipment Milestone)
	Progress Payment (40%)	\$	<u>86,160.00</u> (Due Upon User Acceptance & Testing Phases)
	Balance (10%)	\$	<u>21,540.00</u> (Due within 30 days of Delivery and Acceptance)

- 2. **CONTROLLING DOCUMENT:** This Agreement shall become effective and binding upon Customer and **Maverick Networks Inc.** only upon approval, acceptance and execution hereof by an authorized officer of **Maverick Networks Inc.** This agreement contains the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior discussions or agreements between the parties, whether oral or written. **Maverick Networks Inc.** is not bound by any representations or inducements not set forth herein.
- 3. **PAYMENT TERMS:** All installment payments set forth on the payment schedule in Paragraph 1 of this Agreement shall be made without claim or set-off or reduction for any purpose whatsoever. In the event that any installment is not paid on the date due, the remaining unpaid amount will be subject to a monthly service charge at the rate of one and one-half percent (1-1/2%) per month from the date of the last unpaid installment amount.
- 4. **TAXES:** Customer shall be responsible for the payment of all local, excise, sales, use, property and other charges levied with respect to the Equipment being sold to Customer. Customer agrees to pay the sales tax as specified on the face of this Agreement for which **Maverick Networks Inc.** has legal obligation to collect.
- 5. **RISK OF LOSS:** **Maverick Networks Inc.** shall bear all risk of loss or damage to the Equipment while the Equipment is in transit to Customer. Upon delivery of the Equipment to Customer's premises, all risk of loss and responsibility for damage shall pass to Customer, regardless of nonpassage of title to the Equipment to Customer. Customer agrees to maintain in full force and affect all necessary insurance, including fire and extended coverage, and to name **Maverick Networks Inc.** as co-insured to the extent of its security interest in and to the Equipment.
- 6. **SECURITY INTEREST; TITLE:** Customer hereby grants to **Maverick Networks Inc.**, and **Maverick Networks Inc.** hereby reserves, a security interest in the Equipment, together with any accessories, additions, substitutions and replacements (and any proceeds thereof if the Equipment is sold), in the amount of the purchase price and regardless of whether the Equipment is attached to real property. Customer agrees to execute any documents which may be necessary or appropriate to perfect **Maverick Networks Inc.**'s security interest in the Equipment. Customer hereby appoints **Maverick Networks Inc.** as Customer's attorney-in-fact to execute on behalf of Customer any financing statement or other documents required by **Maverick Networks Inc.** to perfect or enforce its security interest. In the event of default by Customer of any of its obligations to **Maverick Networks Inc.**, **Maverick Networks Inc.** shall have the right of a secured party as set forth under the Uniform Commercial Code, including but not limited to, the right to retake possession of the Equipment, with or without notice. Customer shall acquire title to the Equipment and release of the security interest only upon payment of the full amount of the purchase price and all applicable taxes.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, THE ATTACHED SECOND PAGE, AND ANY ATTACHEMNTS HERETO.

**Rio Vista Unified School District
445 Montezuma Street
Rio Vista, CA 94571**

**Maverick Networks Inc.
7060 Koll Center Parkway, #306
Pleasanton, CA 94566**

BY: _____
Signature

BY: _____
Signature

Name and Title

Aaron J. Lee, President
Name and Title

DATE: _____

DATE: _____

7060 Koll Center Parkway, #306
Pleasanton, CA 94566

Phone: 925-931-1900
Fax: 925-931-1919
www.mavericknetworks.net



- 7. RIGHT TO ACT AS AGENT AND SITE PREPARATION:** Customer agrees to provide an “agency letter” authorizing **Maverick Networks Inc.** to act as agent for Customer in ordering necessary services from the telephone utility company and any long distance carriers and specialized carriers, whenever applicable. **Maverick Networks Inc.** agrees to furnish the above described Equipment and all necessary cables, wire, hardware and labor for the installation of the equipment and as may be necessary to create a functioning system. Customer agrees to (b) provide all separate commercial AC power circuits required for the operation of the system and associated apparatus; (c) pay for all electrical current necessary for the operation of the system; and (d) provide suitable space which is environmentally controlled pursuant to the recommendations of the manufacturer of the Equipment, including, but not limited to providing a dry and dust-free environment during and subsequent to installation. **Maverick Networks Inc.** shall have no duty, responsibility, or obligation to make any structural alteration(s) to the premises to install the Equipment. Customer shall provide **Maverick Networks Inc.** with reasonable access to the premises during **Maverick Networks Inc.**’s working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical power and protection of the Equipment from theft during installation. **Maverick Networks Inc.** is not responsible for restoring Customer’s premises to its original condition upon removal or relocation of any or all of the Equipment.
- 8. CUTOVER DATE AND ACCEPTANCE:** For the purpose of this Agreement, “Cutover Date” is defined as the date upon which the Equipment is installed at the premises and is capable of providing substantially the basic service for which the Equipment is intended. The “Estimated In-Service Date” is only an approximate date. **Maverick Networks Inc.** SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR CAUSES BEYOND ITS REASONABLE CONTROL, OR UNFORSEEN CIRCUMSTANCES CAUSING DELAYS IN DELIVERY OR INSTALLATION OF THE EQUIPMENT. Customer agrees not to withhold and scheduled payments due to these problems. Customer agrees to pay the remaining balance due on the “In Service Date.” In the event Customer fails to pay the remaining balance for any reason, **Maverick Networks Inc.** retains the right to delay Cutover until payment. Customer shall confirm the Cutover Date by executing a Delivery and Acceptance Certificate. It shall be conclusively presumed that Customer’s execution of the Delivery and Acceptance Certificate confirms Customer’s inspection, satisfaction and unqualified acceptance of the Equipment.
- 9. WARRANTY AND MAINTENANCE:** For a period of one (1) year after the In Service Date, the MANUFACTURER warrants the Equipment against defective parts and workmanship in accordance with the manufacturer’s warranty policy. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, **Maverick Networks Inc.** MAKES NO WARRANTIES IN RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO WARRANTY REGARDING SECURITY AGAINST INTRUSIONS FROM HACKERS, INTERNET INTRUDERS, FRAUDULANT CALLERS INCLUDING BUT NOT LIMITED TO TOLL FRAUD AND THE UNAUTHORIZED USE OF VOICEMAIL, DATA CONNECTION OR STORAGE. IN THE EVENT **Maverick Networks Inc.** BREACHES ANY WARRANTY, CUSTOMER’S EXCLUSIVE REMEDY WILL BE THAT **Maverick Networks Inc.** MAKES ANY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS TO THE EQUIPMENT WHEN **Maverick Networks Inc.** DETERMINES THAT THE EQUIPMENT DOES NOT CONFORM TO WARRANTY. NO OTHER WARRANTIES SHALL APPLY EXCEPT AS SET FORTH HEREIN.

Maintenance service under this Agreement does not include any services after the Equipment has been installed. However, **Maverick Networks Inc.** will make maintenance services available in accordance with its then standard practices and price schedules.
- 10. LIMITATION OF LIABILITY:** **Maverick Networks Inc.** SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, WHETHER OR NOT **Maverick Networks Inc.** HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSS, DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER’S USE OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT; OR FOR PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY; OR FOR THE PAYMENT OF ANY CHARGES BY ANY COMPANY TO CUSTOMER FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT; OR FROM CUSTOMER’S INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, FROM ROUTING AND PROGRAMMING ERRORS; UNAUTHORIZED USE OF CALL FORWARDING AND FEATURES OF VOICE AND DATA PROCESSORS AND VOICE MAIL SYSTEMS.
- 11. DEFAULT:** If Customer fails to pay any amount due to **Maverick Networks Inc.** as set forth herein, or defaults in any other obligations, then, in addition to all other remedies available to **Maverick Networks Inc.** by law or equity or under this Agreement, and not in limitation thereof, **Maverick Networks Inc.** may, until said sum is paid in full: declare the entire remaining amount due and payable and after notice disconnect the Equipment or otherwise render it inoperable; cease maintaining or installing the Equipment; or enter Customer’s premises without liability for trespass or damages and, with or without notice, take possession of and remove the Equipment.
- 12. INDEMNIFICATION:** Customer shall indemnify **Maverick Networks Inc.** against and hold **Maverick Networks Inc.** harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney’s fees, claimed by any person, organization, association, or otherwise arising out of, or relating to, the Equipment or its use, possession, operation and/or condition.
- 13. SOFTWARE LICENSE:** If the Equipment provided by **Maverick Networks Inc.** pursuant to this Agreement contains any software, or if any software is provided hereafter, Customer agrees that its interest in such software is that of a licensee and that said software is to be used solely and exclusively in and with the Equipment described in this Agreement.
- 14. TRAINING:** **Maverick Networks Inc.** shall make available to Customer training services in accordance with **Maverick Networks Inc.**’s then standard practices and price schedule.
- 15. ASSIGNMENT, SUBCONTRACTING:** This Agreement may be assigned by **Maverick Networks Inc.**, in whole or in part, and **Maverick Networks Inc.** may freely subcontract any or all of the work hereunder. Customer may not assign this Agreement, in whole or in part, without first obtaining the prior written consent of **Maverick Networks Inc.** Any such attempted assignment shall be invalid. Subject to the foregoing, this Agreement shall inure to and be binding upon the parties and their successors and assigns.
- 16. CONSULTANT:** In the event that Customer is represented by a consultant, other than **Maverick Networks Inc.**, **Maverick Networks Inc.** may require the consultant to provide completed key sheets, floor plans and arrange for all services with the local telephone utility and provide Customer training and directories.
- 17. MISCELLANEOUS:** Titles to the paragraph of this Agreement are solely for the convenience of the parties and do not explain, modify, or interpret the provisions herein. If more than one Customer is named in this Agreement, the liability of each shall be joint and several. This Agreement shall not be amended or altered unless such amendment or alteration is put in writing and approved, by signature, by the authorized representatives of all parties hereto. This Agreement shall be enforced subject to the laws of the state of California. Customer expressly consents to jurisdiction within this state. No delay or omission to exercise any right, power or remedy available to **Maverick Networks Inc.** upon any breach or default of Customer under this Agreement shall impair any such right, power or remedy of **Maverick Networks Inc.**, nor shall it be construed to be a waiver of any subsequent breach or default or acquiescence therein. Any waiver, consent or approval of any breach or default, or any waiver of any provision of this Agreement will only be effective if in writing and approved and signed by both parties and shall be effective only to the extent set forth in writing. If any provisions of this Agreement are in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions herein.

End User Line Item Pricing Report

Public Sector Competitive Discount is based on the entire quote and subject to change if the contents are adjusted.
 This quote is based on the Mitel **NASPO ValuePoint contract #AR623** and Purchase Orders resulting from this quote should be written to
 Mitel Business Systems, Inc. directly per the ordering instructions below.

NASPO ValuePoint contract #AR623 CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on any PO resulting
 from this quote

End Customer Information

Company River Delta Unified School District
Address 445 Montezuma Street, Rio Vista, California, United States of America
Zip Code 94571

Core Platform - Rio Vista HS

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
<i>Accessories</i>							
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLR	15	8.00	120.00	38.00	4.96	74.40
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af	15	40.00	600.00	38.00	24.80	372.00
<i>Applications</i>							
54005748	MiVoice Business Virtual for Enterprise	1	1,495.00	1,495.00	38.00	926.90	926.90
<i>Conf., Video Phones</i>							
50006580	MiVoice Conference Phone (aka UC360 Audi	1	1,195.00	1,195.00	38.00	740.90	740.90
<i>IP Phones</i>							
50006767	6920 IP Phone	257	295.00	75,815.00	38.00	182.90	47,005.30
50006769	6930 IP Phone	35	410.00	14,350.00	38.00	254.20	8,897.00
50006770	6940 IP Phone	7	550.00	3,850.00	38.00	341.00	2,387.00
51305332	DECT Headset - Integrated (NA)	2	325.00	650.00	38.00	201.50	403.00
<i>Licences System</i>							
54004491	SIP Trunking Channel Proxy	50	50.00	2,500.00	38.00	31.00	1,550.00
54005339	MiVoice Border Gateway Virtual	1	250.00	250.00	38.00	155.00	155.00
54005442	MiCollab Virtual Appliance	1	995.00	995.00	38.00	616.90	616.90
<i>Licences</i>							
52002842	MiVoice Business Console Bundle	2	1,820.00	3,640.00	38.00	1,128.40	2,256.80
54000297	MCD Mailbox license	1	50.00	50.00	38.00	31.00	31.00
54002375	NPUM Fax on One Port (max 6/node)	2	1,000.00	2,000.00	38.00	620.00	1,240.00
54004110	NPUM Outbound Fax User x1	10	40.00	400.00	38.00	24.80	248.00
54004961	MiCollab NPUM Misc App Port	29	400.00	11,600.00	38.00	248.00	7,192.00
54005401	MiVoice Business SIP Trunks x50	1	4,000.00	4,000.00	38.00	2,480.00	2,480.00
54006540	UCCv4.0 Entry User for MiVoice Bus x50	4	9,350.00	37,400.00	38.00	5,797.00	23,188.00
54006543	UCCv4.0 STND User for MiVoice Bus x50	1	13,800.00	13,800.00	38.00	8,556.00	8,556.00
<i>Software Assurance</i>							
54009186	SWA Std 1y MiCollab System	1	100.00	100.00	38.00	62.00	62.00
54009208	SWA Std 1y UCC Entry MiVB	200	11.00	2,200.00	38.00	6.82	1,364.00
54009209	SWA Std 1y UCC Std MiVB	50	21.00	1,050.00	38.00	13.02	651.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
54009226	SWA Std 1y MiVBus Console	2	150.00	300.00	38.00	93.00	186.00
54009229	SWA Std 1y MiV BG System	1	25.00	25.00	38.00	15.50	15.50
54009230	SWA Std 1y MiV BG SIP Connect	50	6.00	300.00	38.00	3.72	186.00
Total				178,810.00	38.00		110,862.20

Rio Vista HS Gateway							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Geo-Redundant SBC - Delta HS							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54005339	MiVoice Border Gateway Virtual	1	250.00	250.00	38.00	155.00	155.00
54005401	MiVoice Business SIP Trunks x50	1	4,000.00	4,000.00	38.00	2,480.00	2,480.00
54009229	SWA Std 1y MiV BG System	1	25.00	25.00	38.00	15.50	15.50
Total				4,275.00	38.00		2,650.50

Delta HS Gateway							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

District Office Gateway							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

District Office Annex Gateway

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

DH White Elementary Gateway

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Alt Ed DH White Gateway

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Riverview Middle Gateway

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Isleton Elementary Gateway

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Walnut Grove Elementar Gateway

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Bates Elementary Gateway

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Moke Gateway

Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

RD CDS Gateway							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
Licences							
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
System							
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Clarksberg Middle Gateway							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
Licences							
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
System							
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Misc. Trans, Cafe Gateway							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
Licences							
54000297	MCD Mailbox license	2	50.00	100.00	38.00	31.00	62.00
Software Assurance							
54009220	SWA Std 1y MiVBus System	1	125.00	125.00	38.00	77.50	77.50
System							
50006266	3300 CX(i) II Controller SATA SSD	1	180.00	180.00	0.00	180.00	180.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	38.00	15.50	15.50
52002547	3300 CX Analog Survivable Branch Office	1	2,380.00	2,380.00	38.00	1,475.60	1,475.60
Total				2,810.00	35.57		1,810.60

Business Reporter							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
Licences							
54006798	MiVoice Business Reporter Starter Pack	1	3,400.00	3,400.00	38.00	2,108.00	2,108.00
54006799	MiVoice Business Reporter Extension x50	6	300.00	1,800.00	38.00	186.00	1,116.00
54006807	MiVoice Business Reporter Virtual Server	1	2,800.00	2,800.00	38.00	1,736.00	1,736.00
Software Assurance							
54006933	CC Standard Software Assurance	960	1.00	960.00	38.00	0.62	595.20
Total				8,960.00	38.00		5,555.20

Emergency Alerts							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
Applications							
51100100	Mitel Emergency Alerts	1	5,000.00	5,000.00	38.00	3,100.00	3,100.00
Professional Services							
51100168	MMN DRCT S/W SPRT BRONZE	620	1.21	750.20	0.00	1.21	750.20
Total				5,750.20	33.04		3,850.20

APC UPS Batter Backup							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
Hardware							
SMC1000-2UC	APC Smart-UPS C SMC1000-2UC	19	459.00	8,721.00		415.00	7,885.00
Total				8,721.00	9.59		7,885.00

Miscellaneous Hardware and Software							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
Hardware and Software							
	Vmware Enterprise+ 2 Socket With Production Support	1	7,700.00	7,700.00	0.00	7,700.00	7,700.00
	Host for Rio Vista HS Data Center Vmware HP DL360 Gen9 Dual 10C Proc, 192G Ram	1	7,500.00	7,500.00	0.00	7,500.00	7,500.00
	Host for Mitel Border Gateway at Delta HS HP DL360 Gen9 Dual 4C Proc, 8G Ram	1	3,500.00	3,500.00	0.00	3,500.00	3,500.00
Total				18,700.00	0.00		18,700.00

Labor							
Part No.	Description	Qty	List	Ext List	% Cust	Cust Price	Ext Price
Labor							
	Implementation	175	125.00	21,875.00		125.00	21,875.00
	End User Training	18	125.00	2,250.00		125.00	2,250.00
	System Admin Training	20	125.00	2,500.00		125.00	2,500.00
	Cut-Over Coverage	90	125.00	11,250.00		125.00	11,250.00
	VoIP Readiness Assessment	1	19,000.00	19,000.00		14,000.00	14,000.00
Total				56,875.00	8.79		51,875.00

Grand Total				
Grand Total		<u>321,431.20</u>	<u>29.46</u>	<u>226,726.50</u>
Public Sector Discount				<u>\$26,726.50</u>
Grand Total with Public Sector Discount				\$200,000.00

Grand Total Price to River Delta Unified School District \$200,000.00

S - Part has a suggested retail price

Public Sector Competitive Discount is based on the entire quote and subject to change if the contents are adjusted.

Purchase Order or Mitel Govt Credit Card Order Form can be faxed to **703-904-0568**
or emailed to **USGovernmentSales@mitel.com**

The PO should be made out to:

**Mitel Business Systems, Inc.
1146 North Alma School Rd.
Mesa, AZ 85201**

★PLEASE NOTE OUR SEPARATE REMIT TO ADDRESS★:

**Mitel Business Systems, Inc.
PO Box 52688
Phoenix, AZ 85072-2688**

★PLEASE DO NOT SEND PAYMENT TO THE MESA ADDRESS★

Please note the following order requirements:

- * Prime **NASPO ValuePoint contract #AR623** must be referenced on the PO
- * **CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10** must be referenced on the PO
- * Terms of Net/30
- * A copy of the Mitel quote must accompany the order
- * Shipping and billing instructions
- * Requested delivery dates

First time placing an order with us?

We will need to set up a new customer account and will require the following information:

- * **Full Legal Name and Invoice/Billing Address**
- * **Main Phone and Fax numbers**
- * **Point of Contact info for the Accounts Payable dept (Name, Title, Email, Phone and Fax number)**
- * **If Tax Exempt, a copy of the Tax Exemption Certificate must be provided**

Schedule A Pricing Worksheet

Base Platform	Capital Expense Items	Labor or Professional Services	Annual Recurring Charges	Total	Notes
Unified Communications Solution	\$ 22,000.00			\$ 22,000.00	input
Servers, OS, Virtualization licensing, storage, etc.	\$ 18,700.00			\$ 18,700.00	input
Collaboration				\$ -	14 Port Bridge Included
Conferencing				\$ -	14 Port Bridge Included
Extend call to cell phone for 10 users				\$ -	Included
Call recording for 10 users				\$ -	Included
VoIP Network Readiness Assessment		\$ 14,000.00		\$ 14,000.00	input
Payment and Performance Bond	\$ 7,000.00			\$ 7,000.00	input
Extra Voicemail Ports to reach 48	\$ 7,192.00			\$ 7,192.00	input
input	input	input	input	\$ -	input
input	input	input	input	\$ -	input
input	input	input	input	\$ -	input
input	input	input	input	\$ -	input
By Location (media gateway with local PSTN, ports, stations, headsets, user/device/voicemail licenses)	Capital Expense Items	Labor or Professional Services	Annual Recurring Charges	Total	Notes
Headquarters	\$ 83,899.00			\$ 83,899.00	input
Disaster Recovery location	\$ 6,000.00			\$ 6,000.00	input
Other Locations	\$ 20,030.50			\$ 20,030.50	input
Spares	\$ 9,145.00			\$ 9,145.00	input
input	input	input	input	\$ -	input
input	input	input	input	\$ -	input
input	input	input	input	\$ -	input
Additional Installation (if not already covered above)	Capital Expense Items	Labor or Professional Services	Annual Recurring Charges	Total	Notes
Implementation	input	\$ 21,875.00	input	\$ 21,875.00	If not already included above
End User Training	input	\$ 2,250.00	input	\$ 2,250.00	14x5x125
System Admin Training	input	\$ 2,500.00	input	\$ 2,500.00	If not already included above
Cut-Over Coverage	input	\$ 11,250.00	input	\$ 11,250.00	14x8x125
input	input	input	input	\$ -	If not already included above
LAN/WAN Equipment	Capital Expense Items	Labor or Professional Services	Annual Recurring Charges	Total	Notes
Switches	input	input	input	\$ -	input
Routers	input	input	input	\$ -	input
Battery back-ups for IDF's	\$ 7,885.00			\$ 7,885.00	input
input	input	input	input	\$ -	input
Miscellaneous - required but can't be assigned to categories above	Capital Expense Items	Labor or Professional Services	Annual Recurring Charges	Total	Notes
Shipping and Handling	input	input	input	\$ -	input
input	input	input	input	\$ -	input
input	input	input	input	\$ -	input
input	input	input	input	\$ -	input
Warranty and Maintenance on all Equipment quoted above this line	Capital Expense Items	Labor or Professional Services	Annual Recurring Charges	Total	Notes
1st Year Maintenance/Warranty (See Comment)	input	Included	input	\$ -	If not already included above
2nd Year Maintenance (See Comment)	input	\$ 7,000.00	input	\$ 7,000.00	input
3rd Year Maintenance (See Comment)	input	\$ 7,000.00	input	\$ 7,000.00	input
Major X.0 Software release upgrade of every part of your response per RFP in year 3 (including hardware, software, AND installation labor)	input	Included	input	\$ -	input
4th Year Maintenance (See Comment)	input	\$ 7,000.00	input	\$ 7,000.00	input
5th Year Maintenance (See Comment)	input	\$ 7,000.00	input	\$ 7,000.00	input
Other Total Cost of Ownership costs	Included?	Quantity/Month	Cost per Unit/Month	Cost Per Year	input
Is PSTN included in your quote?	input	92 call paths	\$15.00	\$ -	input
Circuits (see comment)	input	2 x 10Mb	\$500.00	\$ -	input
Is Local Calling included in your quote?	input	30000 minutes	\$0.0300	\$ -	input
Is Long Distance included in your quote?	input	50000 minutes	\$0.0200	\$ -	input

Schedule A Pricing Worksheet

Is Tier 1 Help Desk included to take calls from users?	Input	40 hours	\$35.00	\$ -	input
Moves, Adds, Changes included in your quote?	Input	80 hours	\$45.00	\$ -	input
Is maintenance and upgrades of the servers and OS included in your quote?	Input	10 hours	\$55.00	\$ -	input
TOTAL	Capital Expense Items	Labor or Professional Services	Annual Recurring Charges	Total	Notes
Base Platform	\$ 54,892.00	\$ 14,000.00	\$ -	\$ 68,892.00	
By Location	\$ 119,074.50	\$ -	\$ -	\$ 119,074.50	
Additional Installation	\$ -	\$ 37,875.00	\$ -	\$ 37,875.00	
LAN/WAN Equipment	\$ 7,885.00	\$ -	\$ -	\$ 7,885.00	
Miscellaneous	\$ -	\$ -	\$ -	\$ -	
Discount	\$ (26,726.50)			\$ (26,726.50)	Input as -Negative number if applicable
1st Year Maintenance/Warranty	\$ -	\$ -	\$ -	\$ -	
Sales Tax, Service Fees, Usage Fees, Telco surcharges (EUCL, LNP, LDAC, USF), etc. Vendor to calculate.	\$ 8,400.00			\$ 8,400.00	Vendor to generate/calculate Pro-Forma invoices to ensure that all costs are disclosed and accounted for.
INITIAL PURCHASE PRICE	\$ 163,525.00	\$ 51,875.00	\$ -	\$ 215,400.00	Vendor should ensure this matches their BoM
Other Annual TCO Costs (PSTN, Telco, Circuits, Help Desk, MAC, Server Maintenance)				\$ -	
TOTAL COST OF OWNERSHIP OVER 1 YEAR				\$ 215,400.00	
Maintenance and upgrades Years 2 to 5				\$ 28,000.00	
Annual Recurring Charges Years 2 to 5				\$ -	
Other Annual TCO Costs Years 2 to 5				\$ -	
TOTAL COST OF OWNERSHIP OVER 5 YEARS				\$ 243,400.00	

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



BOARD AGENDA BRIEFING

Meeting Date: June 12, 2018 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 18

SUBJECT Action: X

Proposal of a 36 month Service Agreement with TPx
Communications to provide telecommunication services
for the implementation of district wide phone system and
to be the district primary telecommunication carrier.

Consent Action: _____
Information Only: _____

Background:

With the new district wide communication system the phone committee has decided to implement a redundancy feature so that if the phone system goes down in Rio Vista then our facility and hardware in Clarksburg would be able to support the district wide communication service. The district's current provider, Frontier, is not able to support this new feature or the new phone system. Through Communication Strategies the district has been able to secure a quote for implementation from TPx Communication.

TPx will provide the district the necessary bandwidth with implementation taking place in two phases. The first interim phase will be to install 4.5M bonded T1 lines at each location, Rio Vista High School and Delta High School. Phase 2 will be to install 10M fiber at these same locations.

Status:

Our current carrier is on a month-to-month contract so the district can cancel at any time without financial repercussions. TPx has provided the district with a 36 month contract which is an offering at reduced rates. It is anticipated that the saving to the district will be approximately \$20,000 on the annual bill.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: N/A

Cost &/or Funding Sources

\$600 in one-time funds and reoccurring monthly fees of \$2,385 Phase one, and \$2,792 Phase 2, to be paid from the General Fund.

Recommendation:

That the Board approves the contract with TPx Communications.

Time: 5 mins.



Quote/Order ID: 142454

Service Agreement

River Delta Unified School District

TPx Communications will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below and on the Rate Schedule(s) that follow, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA) and any related Addendums that follow that govern this Service Agreement. For any Access, MSx, and/or UCx Service listed below that is being added to Services currently provided to Customer at the below referenced Service Location, a new Service Term (as provided in the Term Length below) shall apply to any such Service.

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at www.tpx.com/rates.

The term for service(s) being ordered is 36 months. ("Term")

RS ID	Title	Address	Non-Recurring	Recurring
265672	410 S 4Th St, Rio Vista CA	410 S 4Th St, Rio Vista, CA 94571	\$150.00	\$1,192.31
265673	52810 Netherlands Ave, Clarksburg CA	52810 Netherlands Ave, Clarksburg, CA 95612	\$150.00	\$1,192.31
Totals			\$300.00	\$2,384.62

Agreed by: Customer Signature

 Date

 Customer Name (Print)

 Title

 Sales Representative Name

 Phone

Agreed by: Sales Manager Signature

 Date

v040117



Quote/Order ID: 142465

Service Agreement

River Delta Unified School District

TPx Communications will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below and on the Rate Schedule(s) that follow, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA) and any related Addendums that follow that govern this Service Agreement. For any Access, MSx, and/or UCx Service listed below that is being added to Services currently provided to Customer at the below referenced Service Location, a new Service Term (as provided in the Term Length below) shall apply to any such Service.

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at www.tpx.com/rates.

The term for service(s) being ordered is 36 months. ("Term")

RS ID	Title	Address	Non-Recurring	Recurring
265729	410 S 4Th St, Rio Vista CA	410 S 4Th St, Rio Vista, CA 94571	\$150.00	\$1,402.88
265730	52810 Netherlands Ave, Clarksburg CA	52810 Netherlands Ave, Clarksburg, CA 95612	\$150.00	\$1,388.51
Totals			\$300.00	\$2,791.39

Agreed by: Customer Signature

 Date

 Customer Name (Print)

 Title

 Sales Representative Name

 Phone

Agreed by: Sales Manager Signature

 Date

v040117