

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 11, 2019

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: _____ Time: _____
5. Reconvene to Open Session (@6:30 p.m.)
 - 5.1 Retake Roll Call
Member Fernandez ___; Member Olson ___; Member Riley ___; Member Casillas ___;
Member Elliott ___; Member Stone ___; Member Mahoney ___
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1)
Board President Fernandez
7. Review and Approve the **Open Session** Agenda

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific agendized item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. However, **understand the Board may not take action on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons 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 Ken Gaston, 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
 - 9.2.3 Maintenance, Operations & Transportation Report – Ken Gaston
- 9.3 Educational and Special Education Services Reports and/or Presentations
 - Katherine Wright, Director of Educational Services
 - 9.3.1 Recognition of students receiving the Seal of Biliteracy – Carrie Norris
 - 9.3.2 Receive presentations of the District Schools' Single Plan for Student Achievement for school year 2019-2020 presented by Laura Uslan, principal of Delta High and Clarksburg Middle Schools; Carrie Norris, principal of Walnut Grove Elementary School; Antonia Slagle principal of Isleton Elementary School And Marcy Rossi, principal of Riverview Middle 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 2019-2020 LCAP, LCAP adoption will be held at The Regular June 25, 2019 Board Meeting at Rio Vista High School – 5:30 pm – Don Beno

Open Public Hearing _____pm Public Comments: _____Close Public Hearing _____pm

- 9.7 Public Hearing regarding the Proposed 2019-2020 District Budget, adoption will be held at the Regular June 25, 2019 Board Meeting at Rio Vista High School – 5:30 pm – Elizabeth Keema-Aston

Open Public Hearing _____pm Public Comments: _____Close Public Hearing _____pm

10. Consent Calendar

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board - May 14, 2019
- 10.2 Receive and Approve Monthly Personnel Reports
 - As of June 11, 2019
- 10.3 District's Monthly Expenditure Report
 - May 2019
- 10.4 Request to approve the Independent Contract for Services Agreement with Sara M. Hall, M.A., BCBA to provide Behavior Intervention Assessments and Plans for the 2019-2020 school year at a cost not to exceed \$30,000 – Special Educational Funds – Katherine Wright
- 10.5 Request to approve the Professional Expert Agreement with Jeff Simpson to provide Speech Therapy Services at a cost not to exceed \$10,000 for the 2019-2020 school year – Special Educational Funds – Katherine Wright
- 10.6 Request to approve the Independent Contract for Services Agreement with Hand in Hand Therapeutics for the 2019-2020 school year at a cost not to exceed \$45,000– Special Educational Funds – Katherine Wright
- 10.7 Request to approve the Professional Expert Consultation Agreement with Linda Mitchell For Adapted Physical Education Services for the 2019-2020 school year at a cost not to exceed \$1,000 – Special Educational Funds – Katherine Wright
- 10.8 Request to approve the Independent Contract for Services Agreement with Meladee McCarty to provide Program Specialist services for the 2019-2020 school year at a cost not to exceed \$10,000 – Special Educational Funds – Katherine Wright
- 10.9 Request to approve the Expert Agreement with Hancoch McCarty to provide Assistive Technology Services and Assessments for the 2019-2020 school year at a cost not to exceed \$10,000 – Special Educational Funds – Katherine Wright

- 10.10 Request to approve the Independent Contract for services Agreement with Elaine H. Talley, M.Ed., J.D. to serve as a non-bias facilitator for the 2019-2020 school year at a cost not to exceed \$3,000 – Special Educational Funds – Katherine Wright
- 10.11 Request the approval of Isleton Elementary; Riverview Middle; Walnut Grove Elementary; Clarksburg Middle and Delta High Schools' Single Plan for Student Achievement for school year 2019-2020 as presented – Site Principals
- 10.12 Request to approve the Memorandum of Understanding for the District's participation in The Sly Park program for the 2019-2020 school year – Don Beno
- 10.13 Request to approve an overnight field trip for Isleton Elementary 6th grade students to the Sly Park Environmental Education Center from February 3-7, 2020 – Antonia Slagle
- 10.14 Request approval for Vicky Turk, Noelle Gomes and Stacy Knisley as Rio Vista High School's Representative to the CIF League for 2019-2020 and Laura Uslan, Jennifer Walker and Katherine Ingalls as Delta High School's Representative to the CIF League for 2019-2020 – Victoria Turk and Laura Uslan
- 10.15 Request to approve the resolution number change for Resolution #761 to Resolution #763 Authorizing FY 2018-2019 expenditures from Educational Protection Act Funds (Prop. 30) – Elizabeth Keema-Aston
- 10.16 Request to approve the amended First 5 of Sacramento Contract for FY2019-2020 – Carrie Norris
- 10.17 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Sacramento Campus) for the 2019-2020 school year at a cost not to exceed \$50,000 – Special Educational Funds – Katherine Wright
- 10.18 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Lodi Campus) for the 2019-2020 school year at a cost not to exceed \$100,000 – Special Educational Funds – Katherine Wright
- 10.19 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional assistant) for the 2019-2020 school year at a cost not to exceed \$90,000 – Special Educational Funds – Katherine Wright
- 10.20 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Autism Services) for the 2019-2020 school year at a cost not to exceed \$90,000 – Special Educational Funds – Katherine Wright
- 10.21 Request to approve the 2019-2020 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 – Katherine Wright
- 10.22 Donations to Receive and Acknowledge:
 - Riverview Middle School**
 - Daniel & Christine Mahoney - \$265
 - Rio Vista Foundation - \$1,750 (ChromeBooks)
 - D.H. White Elementary School**
 - Your Cause LLC Trustee for Pacific Gas & Electric - \$333.32

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

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

- 11. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and or Exhibits due to new legislations or mandated language and citation revisions as of March 2019 – Don Beno

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

12. Request to approve the “Declaration of Need for Fully Qualified Educators” for the 2019-2020 school year – Don Beno

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

13. Request to award the Food Service Contract to Sodexo for the FY2019-2020 with an additional yearly option for up to four years– Elizabeth Keema-Aston

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

14. Request to approve the three-year contract with DataPath for Technology support from July 1, 2019 – June 30, 2022 – Elizabeth Keema-Aston

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

15. Request to approve the agreements with Management and Other non-bargaining unit employees for 2018-2019– Don Beno

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

16. Report of action in Closed Session regarding student discipline(s) including the vote(s) on each individual Case and to approve suggested actions – Case number 1819-210-004 [Education Code Sections 49070 (c) and 76232(c)]: - Board President Fernandez

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

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

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

19. Adjournment

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries and the River News Herald were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, June 7, 2019, 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 11, 2019**

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 11, 2019, 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 Expulsion Student Case #1819-210-004

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

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

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

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 9.2.1

Type of item: (Action, Consent Action or Information Only): Information Only

SUBJECT: Monthly Enrollment and ADA Report (**MAY**)

BACKGROUND: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for 2017-2018 and 2018-2019. 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 51 students** compared to the same month last year, *increasing* from 1,906 to 1,957. (Does not include Adult Ed)

District-wide enrollment **decreased by 3 students** compared to **last month (April)**, *decreasing* from 1,960 to 1,957. (Does not include Adult Ed)

District-wide attendance **decreased 1 ADA** compared to **last month (April)**, *decreasing* from 1,854 to 1,853. (Does not include Adult Ed)

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

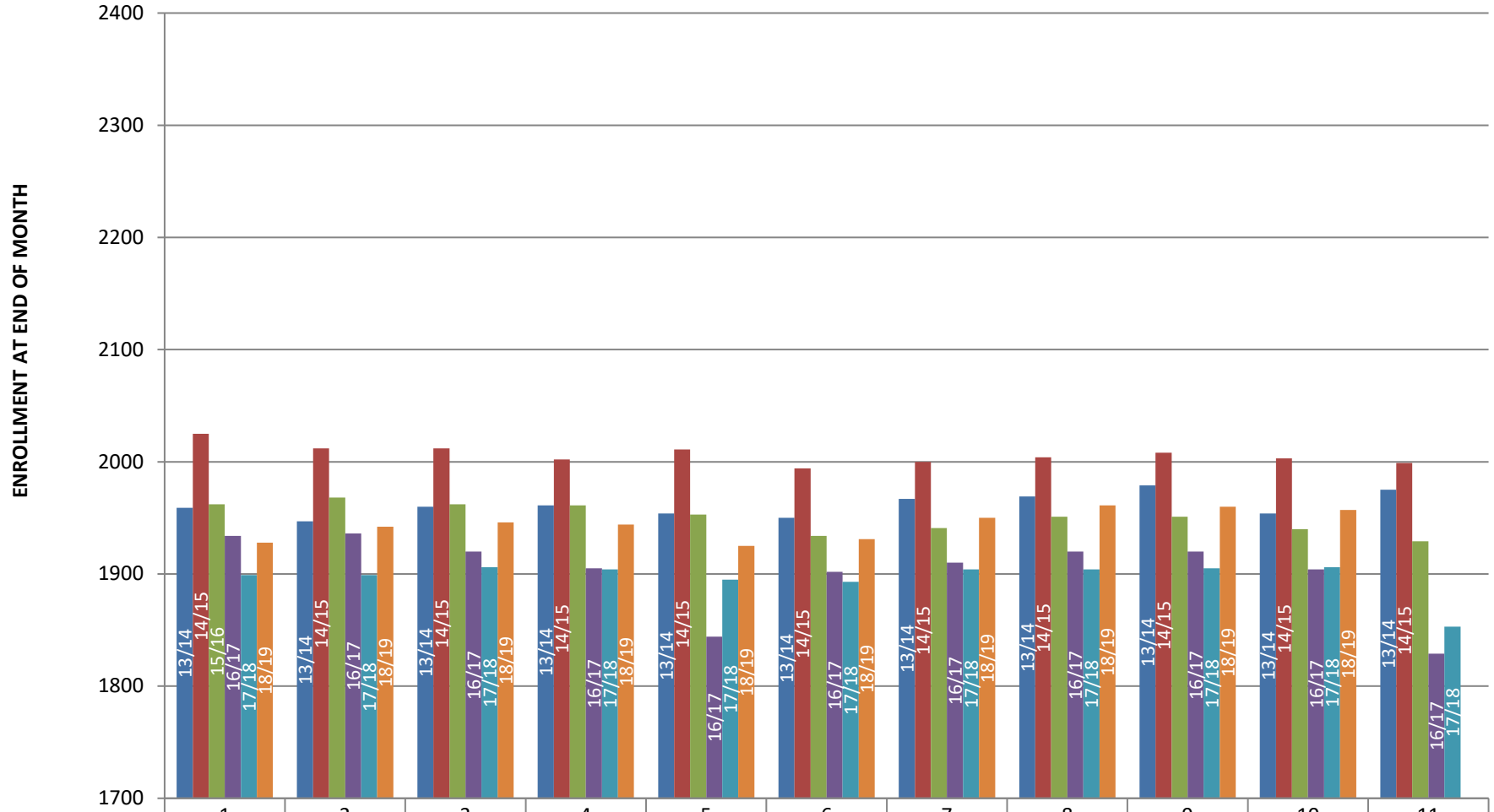
That the Board receives the information presented.

Time allocated: 3 minutes

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr From Pr Month	% of ADA	OCT	OCT	Incr/Decr From Pr Month	% of ADA	NOV	NOV	Incr/Decr From Pr Month	% of ADA	DEC	DEC	Incr/Decr From Pr Month	% of ADA	JAN	JAN	Incr/Decr From Pr Month	% of ADA	FEB	FEB
		17-18	18-19			17-18	18-19			17-18	18-19			17-18	18-19			17-18	18-19			17-18	18-19			17-18	18-19
BATES	ENR	136	118			132	121	3		137	122	1		137	127	5		129	127	0		136	125	-2		137	122
	ADA	133	116	98.3%		132	117		96.7%	130	117		95.9%	134	121		95.3%	132	120		94.5%	133	120		96.0%	134	120
CLARKSBURG (7th & 8th Gr)	ENR	197	193			197	195	2		197	191	-4		194	192	1		197	192	0		196	191	-1		197	188
	ADA	193	188	97.4%		192	188		96.4%	191	188		98.4%	191	182		94.8%	187	184		95.8%	185	184		96.3%	189	183
ISLETON	ENR	159	162			158	158	-4		162	158	0		161	158	0		162	150	-8		164	159	9		166	157
	ADA	153	155	95.7%		151	153		96.8%	155	152		96.2%	155	151		95.6%	152	151		100.7%	148	152		95.6%	155	151
RIVERVIEW	ENR	231	234			230	233	-1		231	236	3		231	235	-1		230	229	-6		230	229	0		229	233
	ADA	226	222	94.9%		221	222		95.3%	218	226		95.8%	221	224		95.3%	220	217		94.8%	214	220		96.1%	216	222
WALNUT GROVE	ENR	163	165			164	168	3		166	168	0		165	166	-2		162	167	1		167	173	6		166	176
	ADA	158	158	95.8%		158	160		95.2%	159	163		97.0%	158	161		97.0%	156	156		93.4%	159	161		93.1%	160	167
D.H. WHITE	ENR	352	333			353	346	13		349	350	4		356	350	0		335	333	-17		348	341	8		350	350
	ADA	331	319	95.8%		337	327		94.5%	332	332		94.9%	334	335		95.7%	331	327		98.2%	331	331		97.1%	332	325
ELEMENTARY SUB TOTAL	ENR	1,238	1,205			1,234	1,221	16		1,242	1,225	4		1,244	1,228	3		1,215	1,198	-30		1,241	1,218	20		1,245	1,226
	ADA	1,194	1,158			1,191	1,167			1,185	1,178			1,193	1,174			1,178	1,155			1,170	1,168			1,186	1,168
CLARKSBURG (9th Grade)	ENR	80	83			80	83	0		79	84	1		79	83	-1		81	82	-1		80	83	1		80	83
	ADA	79	81	97.6%		78	80		96.4%	78	79		94.0%	74	78		94.0%	77	79		96.3%	68	82		98.8%	76	79
DELTA HIGH	ENR	162	191			164	191	0		165	192	1		164	190	-2		166	190	0		161	184	-6		166	191
	ADA	160	183	95.8%		157	184		96.3%	157	183		95.3%	158	183		96.3%	156	179		94.2%	149	171		92.9%	156	182
RIO VISTA HIGH	ENR	386	414			385	412	-2		387	407	-5		381	407	0		368	391	-16		376	410	19		380	413
	ADA	372	398	96.1%		368	395		95.9%	367	393		96.6%	366	391		96.1%	365	391		100.0%	361	402		98.0%	357	390
HIGH SCHOOL SUB TOTAL	ENR	628	688			629	686	-2		631	683	-3		624	680	-3		615	663	-17		617	677	14		626	687
	ADA	611	662			603	659			602	655			598	652			598	649			578	655			589	651
Mokelumne High (Continuation)	ENR	15	14			14	14	0		12	14	0		14	12	-2		12	12	0		14	11	-1		13	11
	ADA	12	11			12	12			10	11			12	11			12	9			11	7			12	8
River Delta High/Elem (Alternative)	ENR	14	18			18	18	0		17	21	3		18	20	-1		17	15	-5		17	17	2		16	17
	ADA	11	16			11	16			13	16			14	18			16	18			13	14			13	14
Community Day	ENR	4	3			4	3	0		4	3	0		4	3	0		3	5	2		3	5	0		3	5
	ADA	3	3			4	3			4	3			4	4			4	3			2	4			3	4
TOTAL K-12 LCFF Funded	ENR	1,899	1,928			1,899	1,942	14		1,906	1,946	4		1,904	1,943	-3		1,862	1,893	-50		1,892	1,928	35		1,903	1,946
	ADA	1,831	1,850			1,821	1,857			1,814	1,863			1,821	1,859			1,808	1,834			1,774	1,848			1,803	1,845
Wind River- Adult Ed	ENR	0	0			40	30	30		48	27	-3		53	39	12		53	42	3		55	45	3		57	48
TOTAL DISTRICT	ENR	1,899	1,928			1,939	1,972	44		1,954	1,973	1		1,957	1,982	9		1,915	1,935	-47		1,947	1,973	38		1,960	1,994

SITE	Incr/Decr From Pr Month	% of ADA	MAR		Incr/Decr From Pr Month	% of ADA	APR		Incr/Decr From Pr Month	% of ADA	MAY		Incr/Decr From Pr Month	% of ADA
			17-18	18-19			17-18	18-19			17-18	18-19		
BATES	ENR	-3	137	123	1		133	122	-1		134	122	0	
	ADA	98.4%	133	120		97.6%	130	117		95.9%	131	119		97.5%
CLARKSBURG (7th & 8th Gr)	ENR	-3	196	188	0		196	189	1		196	190	1	
	ADA	97.3%	189	177		94.1%	189	179		94.7%	190	183		96.3%
ISLETON	ENR	-2	167	159	2		165	158	-1		167	159	1	
	ADA	96.2%	158	152		95.6%	158	152		96.2%	159	150		94.3%
RIVERVIEW	ENR	4	229	237	4		234	237	0		232	234	-3	
	ADA	95.3%	217	222		93.7%	220	225		94.9%	220	226		96.6%
WALNUT GROVE	ENR	3	169	179	3		170	181	2		171	181	0	
	ADA	94.9%	159	168		93.9%	162	174		96.1%	166	174		96.1%
D.H. WHITE	ENR	9	352	356	6		357	360	4		358	361	1	
	ADA	92.9%	327	322		90.4%	334	337		93.6%	337	338		93.6%
ELEMENTARY SUB TOTAL	ENR	8	1,250	1,242	16		1,255	1,247	5		1,258	1,247	0	
	ADA		1,183	1,161			1,193	1,184			1,203	1,190		
CLARKSBURG (9th Grade)	ENR	0	80	83	0		79	83	0		79	83	0	
	ADA	95.2%	77	77		92.8%	77	78		94.0%	77	79		95.2%
DELTA HIGH	ENR	7	165	188	-3		165	187	-1		165	187	0	
	ADA	95.3%	157	180		95.7%	155	179		95.7%	158	178		95.2%
RIO VISTA HIGH	ENR	3	375	414	1		373	411	-3		374	407	-4	
	ADA	94.4%	350	387		93.5%	352	386		93.9%	351	377		92.6%
HIGH SCHOOL SUB TOTAL	ENR	10	620	685	-2		617	681	-4		618	677	-4	
	ADA		584	644			584	643			586	634		
Mokelumne High (Continuation)	ENR	0	13	9	-2		12	8	-1		10	8	0	
	ADA		11	8			11	5			8	6		
River Delta High/Elem (Alternative)	ENR	0	17	20	3		18	19	-1		18	21	2	
	ADA		13	17			12	17			18	17		
Community Day	ENR	0	4	5	0		3	5	0		2	4	-1	
	ADA		3	5			3	5			2	6		
TOTAL K-12 LCFF Funded	ENR	18	1,904	1,961	15		1,905	1,960	-1		1,906	1,957	-3	
	ADA		1,794	1,835			1,803	1,854			1,817	1,853		
Wind River- Adult Ed	ENR	3	58	52	4		58	56	4		58	67	11	
TOTAL DISTRICT	ENR	21	1,962	2,013	19		1,963	2,016	3		1,964	2,024	8	

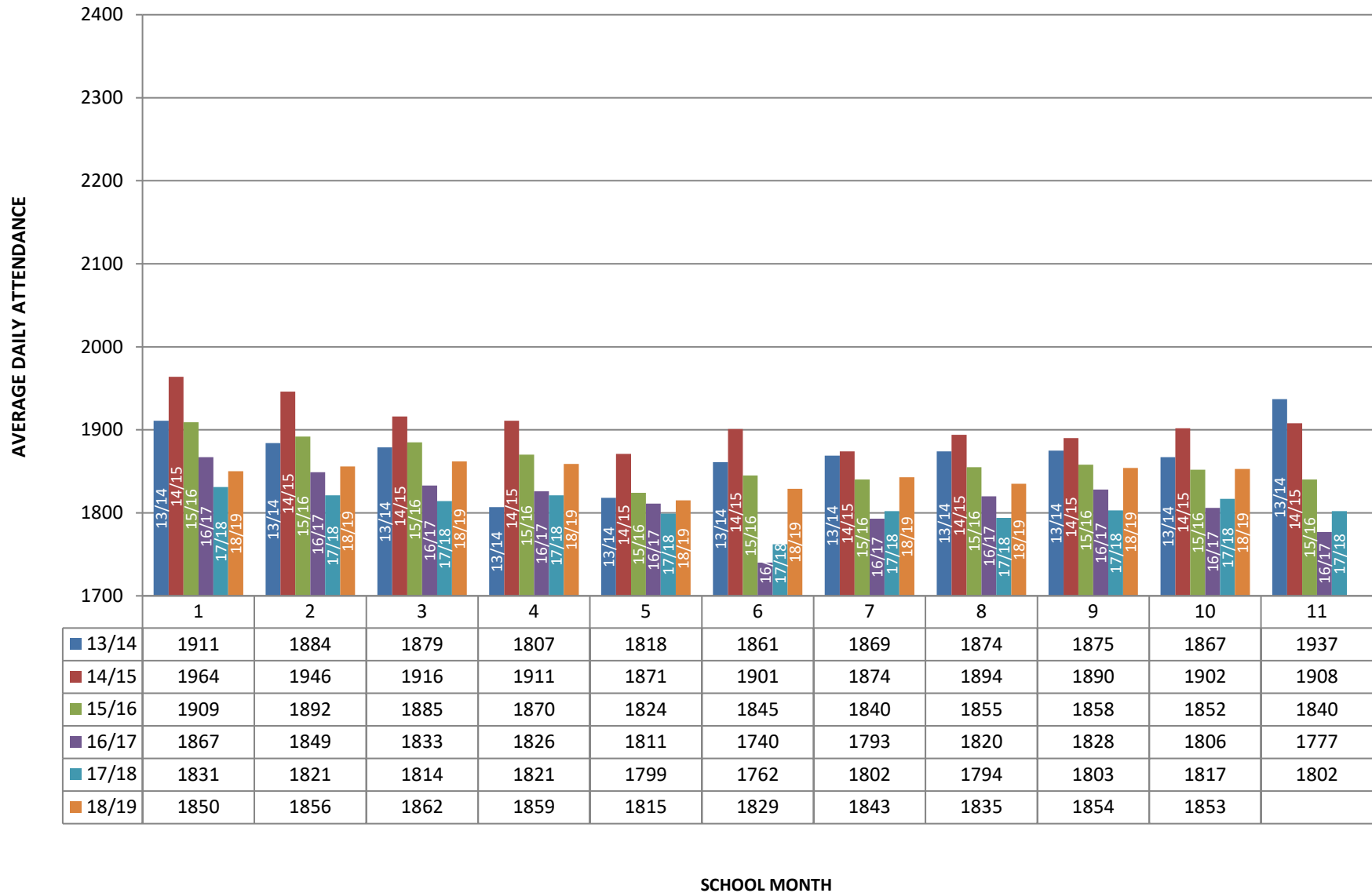
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
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	1853
18/19	1928	1942	1946	1944	1925	1931	1950	1961	1960	1957	

SCHOOL MONTH

ACTUAL ATTENDANCE



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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X _____

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 9.2.2.1 _____

Type of item: (Action, Consent Action or Information Only): Information Only

SUBJECT:

School Services of California's Summary analysis of the May Revision Proposal for the 2019-20 State Budget for California's Schools.

BACKGROUND:

Every Year during the month of May the Governor presents his proposed budget for the coming fiscal year. School Services of California analyzes the proposed budget and provides information to school district personnel to use in finalizing their district's budget information.

STATUS:

Attached is a copy of the Pocket Budget guide for Fiscal Year 2019-20.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board received the information

Time allocated: 1 minutes

The 2019-20 May Revision

With this being Governor Newsom’s first May Revision in his inaugural term, there was considerable uncertainty in the capital community about how much his proposals would change from January and how much he would distinguish himself from former Governor Jerry Brown.

Like his predecessor, Governor Newsom’s revised Budget proposal emphasizes the need for fiscal prudence by investing more resources into the state’s Rainy Day Fund to fend off the next recession as well as increased investments toward the state’s pension obligations.

Unlike his predecessor, however, Governor Newsom proposes to sustain his significant investment in the state’s early childhood education programs, provide additional funding for his Special Education proposal, and include additional dollars to assist with the employer share of the California State Teachers’ Retirement System (CalSTRS) unfunded liability.

For the last several years we have warned that we have been inching closer to the state meeting the four criteria that would trigger a cap on school district reserves. The May Revision specifies that all four criteria will be met and, for the first time, there will be a deposit into the Public School System Stabilization Account. The good news is that the \$389 million deposit is well short of the 3% of the total K-12 share of the Proposition 98 Guarantee that is required to trigger the cap.

Proposition 98

Proposition 98 funding levels have increased from the 2018 Governor’s Budget for both 2017-18 and 2018-19 even with continued declines in average daily attendance (ADA). This is a reversal from January, where the funding levels for both 2017-18 and 2018-19 had declined from the 2018 Budget Act.

For the current year, the May Revision adjusts the Proposition 98 guarantee up by \$278.8 million from the January proposal for an estimated \$78.1 billion. In 2017-18 a more modest increase of \$78.4 million is reflected, increasing the minimum guarantee from \$75.5 billion to \$75.6 billion.

For 2019-20, the May Revision proposes a Proposition 98 guarantee of \$81.1 billion, an increase of \$389.3 million from the January proposal and \$3 billion year over year. The guarantee is still projected to be based on Test 1—funding based on education’s proportion of General Fund revenues in 1986-87, which is estimated at 38%.

Cost-of-Living Adjustments and ADA

The May Revision includes a cost-of-living adjustment (COLA) for many K-12 education programs, including the Local Control Funding Formula (LCFF). The statutory COLA for K-12 education is calculated to be 3.26% for the 2019-20 fiscal year, a slight decrease from the 3.46% estimated in January.

The 3.26% statutory COLA will also be applied to programs outside of the LCFF. These include Special Education, Child Nutrition, Foster Youth, Preschool, American Indian Education Centers, and American Indian Early Childhood Education.

ADA for the upcoming fiscal year is expected to remain relatively flat (0.07% decline in ADA for 2019-20). However, as a result of changes in ADA and the COLA in the current year, LCFF funding for school districts, county offices of education (COEs), and charter schools will increase by \$70 million in 2018-19 and decrease by \$63.9 million in 2019-20.

Discretionary Funds

Unchanged from the January proposal, the May Revision does not propose any one-time Proposition 98 discretionary funding for school districts, charter schools, or COEs.

Local Control Funding Formula

The base grants by grade span for 2019-20 are increased over 2018-19 by 3.26% to reflect the statutory COLA:

Grade Span	2018-19 Target Base Grant per ADA	3.26% COLA	2019-20 Target Base Grant per ADA
TK-3	\$7,459	\$243	\$7,702
4-6	\$7,571	\$247	\$7,818
7-8	\$7,796	\$254	\$8,050
9-12	\$9,034	\$295	\$9,329

	2018-19	2019-20	2020-21	2021-22
Statutory COLA	2.71%	3.26%	3.00%	2.80%

CalSTRS

The Governor’s May Revision proposes an additional investment to further reduce the CalSTRS employer contribution rate from the statutory rate of 18.13% to 16.7% in 2019-20. The May Revision adds \$150 million of one-time non-Proposition 98 funds to the \$3 billion that was part of the January proposal to reduce the employer share of the CalSTRS unfunded liability. The proposal retains the decrease in the employer rate that was included in the January proposal of 19.1% to 18.1% in 2020-21.

Special Education

The Governor’s May Revision proposes to rename his new Special Education categorical program and to increase funding by \$119.2 million, bringing the grant total to \$696.2 million. The program is now called the Special Education School Readiness Grant. The distribution of these funds remains unchanged, with the May Revision prioritizing the dollars for LCFF concentration grant districts with

populations of students with disabilities above the statewide average, which is estimated at 10.93%.

Early Childhood

The May Revision contains both increases and reductions in Early Childhood funding from the Governor's Budget in January. Foremost, May Revision proposes to use \$80.5 million from the Cannabis Fund for subsidized child care for school-age children from income-eligible families. The January Budget did not include any investments in child care slots beyond a proposed \$125 million in full-day State Preschool slots for non-local educational agency (LEA) providers to fund 30,000 new slots over a three-year period. With respect to State Preschool slots, the May Revision proposes to fund the first 10,000 slots next April (2020), but then postpones the release of the remaining 20,000 slots to an unspecified date.

Educator Workforce

The May Revision includes investments to retain and support well-prepared educators. The most significant amount is \$89.8 million in one-time non-Proposition 98 funds to provide loan assumptions of up \$20,000 for newly credentialed teachers. An estimated 4,500 loan repayments will be available for Special Education and science, technology, engineering, and math teachers that commit at least four years in high-need schools with the highest rates of non-credentialed or waiver teachers.

Additionally, \$44.8 million in one-time non-Proposition 98 funds are proposed for training and resources for teachers and paraprofessionals. This funding is aimed at building capacity around inclusive practices, social-emotional learning, computer science, restorative practices, and subject matter competency.

Finally, the May Revision includes \$13.9 million ongoing federal funds for professional development for school administrators. Funding is intend-

ed to increase administrators' ability to provide the knowledge, skills, and competencies needed to successfully support California's diverse students.

Classified School Employee Summer Assistance Program

Last year's State Budget included \$50 million in one-time funding to create the Classified School Employee Summer Assistance Program. The program allowed eligible classified employees of a participating LEA to have up to 10% withheld from their monthly paychecks during the 2019-20 school year to be paid out during the summer. The state provided a \$1 match for every \$1 that the participating employee elected to withhold. The May Revision provides an additional year of funding for this program with a \$36 million (one-time) investment.

School Facilities

The Governor's January Budget included a proposal of \$750 million in one-time non-Proposition 98 funds in addition to the \$100 million approved in the 2018 Budget Act for the construction or retrofit of full-day kindergarten program facilities. The May Revision reduces the proposal by \$150 million to \$600 million in one-time non-Proposition 98 funds. In addition, the May Revision hopes to better target the funds to school districts that are expanding access to full-day kindergarten.

In that vein, the May Revision increases the state's share of the grant from 50% to 75% for school districts that are converting from part-day to full-day kindergarten. The proposal would also make funding available over a three-year period, with eligibility limited to school districts that will convert their programs from part-day to full-day kindergarten.

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POCKET BUDGET 2019-20

A Summary Analysis of the May Revision Proposal for the 2019-20 State Budget for California's Schools

Prepared by:



May 2019

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

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: 6-11-19

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.3

Type of item: (Action, Consent Action or Information Only): Information Only

SUBJECT:

Monthly MOT Information Report

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 2019

PRESENTER:

Ken Gaston, Director of Maintenance, Operations and Transportation

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
June 11, 2019

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

Maintenance & Operations:

- **Bates Elementary**
 - Installed new drinking fountain, hooked up water and sewer - \$545.45

- **Delta High School**
 - Installed 3 poles and chain at entrance of parking lot between Delta High and Clarksburg Middle - \$235.32
 - Installed new AC compressors for Rooms 115 and 104 - \$100.00
 - Repaired and replaced rotting boards on bleachers - \$1,531.21

- **D.H. White Elementary School**
 - Replaced sprinkler and valve boxes at north end of back field - \$125.00
 - Repaired sprinklers and valve box behind Tapella building - \$662.50
 - Repaired north side rooftop exhaust fan for girls and boys restrooms - \$100.00
 - Checked valve box for leaks, replaced valve solenoid at station 11 - \$250.00

- **Isleton Elementary School**
 - Repaired gaps on preschool gate - \$142.73
 - Replaced flag pole rope - \$100.00

- **Rio Vista High School**
 - Repaired leak in gas line to wood shop - \$763.50
 - Replaced ceiling bulbs in kitchen above food line - \$152.50
 - Replaced cove moldings, warped and damaged wall boards, caulked and applied drywall compound to damaged areas of cafeteria - \$119.88
 - Made and installed mounts for the installation of new shades; relocated door stopped from top of door to bottom in classroom - \$103.69
 - Removed several yards of dirt, old metal and buried soccer goals on hillside of track - \$500.00

- **Riverview Middle School**
 - Installed new flow switch on chiller for Building E - \$973.00
 - Assembled 3 new tables for garden area - \$100.00
 - Lined field for soccer - \$115.00
 - Repaired leak on main irrigation line on lower field - \$300.00
 - Installed new landscaping and sod in front of school - \$3,712.50

- **Walnut Grove Elementary School**
 - Installed padding over pipes under sinks in restrooms - \$252.90

- **District Wide**
 - Removed excess refrigerators and scrap metal - \$575.00

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Carrie Norris, Principal of Walnut Grove Elementary

Item Number: 9.3.1

Type of item: (Action, Consent Action or Information Only): Information Only

SUBJECT:

Student recognition for the State Seal of Biliteracy

BACKGROUND:

On January 1, 2012 Assembly Bill 815 created the State Seal of Biliteracy Program, which provides recognition to high school graduates who have attained a high level of proficiency in one or more languages in addition to English. To receive the State Seal of Biliteracy, seniors must meet the criteria of one of the multiple paths to demonstrate proficiency, including completing a four year course of study in a foreign language while maintaining a 3.0 or above in that course of study, passing a foreign language AP exam, or passing a rigorous county language assessment for languages other than those taught in RDUSD, as well as maintaining proficiency in English.

STATUS:

This year Rio Vista has 7 students who are eligible to receive the State Seal of Biliteracy. Delta has 9 students who are eligible to receive the State Seal of Biliteracy. All 16 students are bilingual in Spanish/English.

PRESENTER:

Carrie Norris, Principal of Walnut Grove Elementary

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff, State Seal of Biliteracy Recipients and families

COST AND FUNDING SOURCES:

N/A

RECOMMENDATION:

That the Board take part in recognizing and presenting certificates to the State Seal of Biliteracy recipients.

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Don Beno, Superintendent

Item Number: 10.1

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the minutes from the regular meeting of the Board of Trustees on May 14, 2019.

BACKGROUND:

Attached are the minutes from the Board of Trustee's meetings held on May14, 2019

STATUS:

The Board is to review for approval

PRESENTER:

Don Beno, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board approves the minutes as submitted

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

REGULAR MEETING

May 14, 2019

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on May 14, 2019 at Clarksburg Middle School, Clarksburg, California.

2. **Roll Call of Members:**

Alicia Fernandez, President
Don Olson, Vice President
Marilyn Riley, Clerk
Jennifer Stone, Member
Chris Elliott, Member (Absent)
Rafaela Casillas, Member (Arrived 5:36)
Dan Mahoney, Member (Absent)

Also present: Don Beno, Superintendent

3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**

- 3.1 Board President Fernandez announced items on the Closed Session Agenda and requested to move agenda item number 11. For consideration and approval of the Superintendent Employee Agreement to agenda item number 6.1.
- 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
- 3.3 Approve Closed Session Agenda and changes in the Open Session Agenda as submitted and Adjourn to the **Closed Session**

4. Board President Fernandez asked for a motion to adjourn the meeting to Closed Session @ 5:38 pm

Member Olson moved to approve, Member Stone seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

5. **Open Session was reconvened at 6:32 pm**

- 5.1 Roll was retaken. Members Elliott and Mahoney were absent. All other members were present. Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.

- 5.2 Pledge of Allegiance was led by Jameson Torres, a student of Rio Vista High School.

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

Board President Fernandez reported that prior to closed session there was a request to move agenda item number 11. to be placed as item 6.1. During Closed Session the Board took the following action. Member Riley made a motion and Member Olson seconded a motion to appoint Katherine Wright as the Superintendent of the River Delta Unified School District for the period of July 1, 2019 through June 30, 2022, subject to approval of an employment contract.

Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney).

- 6.1 Member Fernandez called for a motion to approve and ratify an employment contract for Katherine Wright to serve as River Delta Unified School District's new Superintendent. The proposed compensation for this position is \$169,987 per year. This amount includes an annual salary of \$165,187, and an automobile allowance of \$400 per month. The proposed contract also provides for the Superintendent to receive the same health, welfare, and employment benefits received by certificated management employees in the district.

Member Olson moved to approve, and Member Riley seconded the motion to approve and ratify the proposed employment contract for Katherine Wright to serve as the Superintendent of the River Delta Unified School District for the period of July 1, 2019 through June 30, 2022 at an annual compensation of \$169,987, plus the same health, welfare, and employment benefits as the District's certificated management employees.

Motion carried by roll call vote: 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney).

Ms. Wright thanked the Board and introduced herself to the audience. To familiarize herself to the community she gave a brief history of her background and career accomplishments. Katherine Wright is currently the Director of Educational Services for the River Delta Unified School District. She is the fifth generation in Rio Vista, CA. She first served the district as a second-grade teacher at D.H. White Elementary School, then taught Kindergarten for the next eleven years. The following year, she served as a vice principal in the Lodi Unified School District. She then returned to the River Delta Unified School District as the vice principal of Delta High and Clarksburg Middle Schools. She then had four wonderful years as the principal of Isleton Elementary School. Career opportunities took her to WestEd where she was selected as a school turn-around facilitator for many schools nationwide. Mrs. Wright was then selected by WestEd to work internationally, evaluating the military programs and the educational systems on the military bases. At that time, she did not feel it was the best choice for her family. Mrs. Wright then returned to River Delta Unified School District to her current position as the Director of Educational Services. She is honored and humbled by all the support she has received during this process and is looking forward in becoming the district's new superintendent. Mrs. Wright is confident that her vast experience in education and her passion for the district's improvement along with the community-based partnerships will be what the district needs to continue the work in progress and to move forward.

Member Fernandez thanked Mr. Gordon and his staff for facilitating all aspects of the Superintendent Search.

7. Review and Approve the Open Session Agenda

Board President Fernandez announced there was a request from Superintendent, Don Beno, to amend item number 10.2 Monthly Personnel Report on the consent calendar of tonight's agenda. Rationale is that personnel transactions have taken place after the Friday, May 10th posting. Board President Fernandez asked for a motion to approve the Open Session Agenda .

Member Olson moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

8. **Public Comment:** Chris Folk, a student at Delta High School expressed his concerns regarding the academic climate of Delta High School. He feels the culture at the high school is disappointing, and the students do not have the stride to learn. He feels the dismal culture is due to staff turnover and the unprofessionalism of the administration. Member Fernandez thank Chris for his courage in speaking before the Board and offering his feedback.

Montana Olson, a senior at Rio Vista High School shared her involvement and the success of the NAMI Club (National Alliance on Mental Illness). The club began with the vision in creating a safe place for students with mental illness to come to have privacy while decompressing, or finding support services they are in need of. Montana asked the Board to seek funding for mental health awareness and support. Mr. Beno and Member Fernandez thanked her for her involvement and looking ahead for the student's welfare who will be at the high school after she has graduated.

Heather Dolk, teacher at Isleton Elementary School shared with the Board that last week was Teacher Appreciation Week. The students and their families made them feel very appreciated. She extended the appreciation to the Board, thanking them for their time and hard work they put in for the district. Member Fernandez was pleasantly surprised by the show of support for the Board and thanked Mrs. Dolk.

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 Fernandez announced that graduation ceremonies will be taking place soon. Jennifer Gaston had provided a ceremony schedule for the Board members to indicate which ceremonies they will be attending.

Member Olson reported that he attended the College Signing Day Assembly at Rio Vista High School. He mentioned that Isleton Elementary, D.H. White Elementary and Riverview

Middle attended the assembly for the first time this year and he felt it was a great way to introduce the thought of college to the younger students.

9.1.2 Committee Report(s): None to report

9.1.3 Superintendent Beno's report(s): Mr. Beno introduced Amanda Beck and Ana Ogilvie of Friends of Clarksburg Services and Recreation.

9.1.3.1 Friends of Clarksburg Services and Recreation – Amanda Beck, a resident of Clarksburg introduced herself and gave a brief background of her history in Clarksburg and what it was like to grow up in Clarksburg as a child. She shared that Clarksburg had a track, baseball fields, softball fields, and a community swimming pool. Mrs. Beck shared that a group of community members have come together and formed a non-profit organization called the Friends of Clarksburg Services and Recreation. Their goal is to establish a community park and aquatic center. Mrs. Beck contacted Yolo County and found grant opportunities through the Statewide Park Development and Community Revitalization Program as well as another community who made their same vision a reality. Esparto Unified School District and the Yolo County have partnered together entering into a Memorandum Of Understanding (MOU) and joint use agreement to develop a community park and aquatic center, including a plan to maintain and operate the facility. Mrs. Beck and the Friends of Clarksburg Services & Recreation are purposing a partnership with a similar MOU be established with River Delta Unified School District to create the Clarksburg Community Park and Aquatic Center on the district's property.

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 Ken Gaston, Director of MOT

9.2.1 ADA/Enrollment Report - Elizabeth Keema-Aston reported that the changes in enrollment from prior month had an increase of three students and an increase of 19 ADA. The April enrollment was 1960 with an ADA of 1854 with a yield of 94.6%.

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

9.2.3 Maintenance, Operations & Transportation Update – Ken Gaston reported that the field's water levels on several of the campuses have subsided enough for the grounds to dry enough to mow. The field at Bates Elementary School had grown past the height allowable to mow and had to be harvested. Mr. Gaston mentioned that the change in weather is promoting many of the heaters being turned off and switching to air conditioning. Mr. Gaston noted that a survey has been completed on all heating and air-conditioning units to ascertain what brands, models and age of each unit throughout the district which will help with a maintenance schedule for repairs. Mr. Gaston thank Mr. Gomes for his help completing one of the district's projects.

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

9.3.1 Educational Services Update – Kathy Wright reported that the Educational Services Department is working diligently on the LCAP, reviewing and analyzing the data making sure the district is making sound decisions based on the data collected.

9.3.2 Outstanding Achievement in Attendance Awards 2018-2019 – Kathy Wright mentioned that one of the district's LCAP goals and action items is to dedicate and prioritize our attention towards improved attendance. Several students were honored who have shown an exemplary example of dedication toward their attendance. The students that were honored are from Rio Vista High School, Jameson Torres; Riverview Middle School, Bryan Garcia; D.H. White Elementary School, Jesse Zucha; Isleton Elementary School, Lesly Garcia; Walnut Grove Elementary School, Carolina Medina; Bates Elementary School, Vicente Becerra III; Delta High School, Stephanie Estrada; and from Clarksburg Middle School, Jordan Patterson. Mrs. Wright thanked all the students and their parents for their

dedication to school and told them that as a district we are honored to have them as our students.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – Paul Delgado commended the students and their families for their dedication. On behalf of the River Delta Teachers, Mr. Delgado congratulated Kathy Wright on her appointment as the next Superintendent for River Delta Unified School District. Mr. Delgado reported to the Board that the students and their parents were fantastic to the teachers during Teacher Appreciation Week. He thanked them for being so generous with kind words and treats. Regarding the tentative agreement, Mr. Delgado announced that it was presented to the Executive Board earlier in the evening and will be presented to the membership later in the week. He should have an answer to the district by the end of the week if the tentative agreement has been ratified. He mentioned that the negotiation team is exhausted and still has concerns. However, they will leave it in the membership's hands and see where it goes.

9.5 California State Employee's Association (CSEA) Chapter #319 Update - No report given

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board, April 9, 2019

Special Meeting of the Board, April 13, 2019

10.2 Receive and Approve Monthly Personnel Reports

As of May 14, 2019

10.3 District's Monthly Expenditure Report

April 2019

10.4 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 2019-2020 school year – Vicky Turk and Laura Uslan

10.5 Request to approve the Independent Contract for Services Agreement with STAR Autism Support to provide training to district staff at a cost not to exceed \$9,950 – Special Educational Funds– Kathy Wright

10.6 Request to approve the contract with Ryland School Business Consulting to provide assistance on various projects for FY 2019-2020 – not to exceed \$8,000 – Elizabeth Keema-Aston

10.7 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 \$30,000 – Special Educational Funds – Kathy Wright

10.8 Donations to Receive and Acknowledge:

Delta High School

Courtland Town Association \$1000

Clarksburg Middle School

Courtland Town Association \$1000

Walnut Grove Elementary School – Summer STREAM Camp/Swim Lessons

Harvey and Josephine Memorial Fund and Grow West \$12,500

Courtland Town Association \$1000

Les McMullen \$800

Victoria Turk \$80

Katrina Spradling \$80

Klytia & Steve Burcham \$160

Bailey House \$160

Antoinette Draxler \$160

Dale Lillak \$80

Larry Gorham \$150

Amy Bettencourt \$160

Antonia Slagle \$80

Holly Pauls \$80

Norman Spalding \$100

Ned Estill \$160

Linda Van Loben Sels \$200

Walnut Grove Elementary School – Sly Park for 5th/6th Grade Students

Harvey and Josephine Lyman Memorial Fund and Grow West \$3,661
Walnut Grove Rotary \$1,200

Rio Vista High School – Joseph Turk Memorial Scholarship Fund

Nancy Holt

Rio Vista High School – 2019 “Night at the Gatsby” Prom

Rio Vista Rotary Club
Robert & Susan Hickey
Joseph & Patricia Huyssoon
Leon Guzenda
James McPherson
Hector & Stefanie De La Rosa

Member Riley moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

Member Fernandez noted that the donations received this month were overwhelming. She acknowledged those who donated and thanked them for their continuing support.

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

~~11. For consideration and approval of the Superintendent Employee Agreement – Board President Fernandez~~

Moved to Board agenda item 6.1

12. Request to approve the creation of a Spanish for Native Speakers course for the 2019-2020 school year at Delta High School – Laura Uslan

Member Fernandez moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

13. Request to approve and adopt the tentative agreement between California School Employees Association Chapter #319 and the River Delta Unified School District for 2018-2019– Don Beno

Member Olson moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

14. Request to approve the agreement with RGM and Associates for preparation and administration of the Bid and Award Process of the District’s Asphalt Paving Repairs – \$15,350 - Emergency Repair Program (ERP) Funds - Ken Gaston

Member Fernandez moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

15. Request to approve the Notice of Award for the Rio Vista High School Access Road Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$52,970 – ERP Funds– Ken Gaston

Member Riley moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

16. Request to approve the Notice of Award for the Walnut Grove Elementary School Playground Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$89,100 – ERP Funds Ken Gaston

Member Casillas moved to approve, Member Stone seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

17. Request to approve the Notice of Award for the Delta High School Parking Lot Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$104,890.50 - ERP Funds– Ken Gaston

Member Fernandez moved to approve, Member Stone seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

18. Request to approve Resolution #761 Authorizing FY 2018-2019 expenditures from Educational Protection Act Funds (Prop. 30) – Elizabeth Keema-Aston

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

19. Request to approve Resolution #762 River Delta Unified School District declaring official intent to reimburse certain project costs and expenditures from future potential Bond proceeds – Elizabeth Keema-Aston

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

20. Request to approve the first reading of the updated or new Board Policies, Administrative Regulations or Exhibits due to new legislation or mandated language and citations revisions as of March 2019 – Don Beno

Member Olson moved to approve, Member Riley seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

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

22. Re-Adjourning to continue Closed Session was not necessary – no actions to report.

23. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

Member Riley moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Riley, Stone, Casillas): 0 (Nays): 2 (Absent: Elliott, Mahoney)

24. The meeting was adjourned at 7:49 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**

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Bonnie Kauzlarich, Director of Personnel

Item Number: 10.2

Type of item: (Action, Consent Action or Information Only): _____ Consent Action _____

SUBJECT: MONTHLY PERSONNEL TRANSACTION REPORT

BACKGROUND:

STATUS:

PRESENTER:

Don Beno, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Monthly Personnel Transaction Report as submitted

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 10.3

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT: Approve Monthly Expenditure Summary

BACKGROUND: The Staff prepares a report of expenditures for the preceding month.

STATUS:

PRESENTER: Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:
Not Applicable

RECOMMENDATION:

That the Board approves acknowledges the expenditures for May 2019.

Time allocated: 3 minutes

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: Tue, Jun 04, 2019, 2:49 PM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003556 A-Z BUS SALES 3418 52ND STREET SACRAMENTO, CA 95823	491.32	01P677491 TRANS SUPPLIES 01P677491 TRANS SUPPLIES 01P677491 TRANS SUPPLIES	05/14/2019 05/14/2019 05/14/2019	19472003 PO-190085 19472003 PO-190085 19472003 PO-190085	1.71 1.71 491.32	N N N
(916) 391-1092						N
014612 ACCUTRAIN DEVELOPMENTS RES 208 ASH AVE, ST 103 VIRGINIA BEACH, VA 23452	298.00	15561 RMS CONF REGIST	05/14/2019	19471974 PO-191095	298.00	N
(0) - 0						N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010	324.90	APRIL 19 ACSA DUES	05/07/2019	19470744 PV-190612	324.90	N
(800) 608-2272						N
014919 AGUAYO, CRYSTAL PO BOX 691 WALNUT GROVE, CA 95690	104.12	ASP CONF REIMB	05/21/2019	19473578 TC-190302	104.12	N
(916) 893-7657						N
014880 AIR ONE MECHANICAL 23468 RANCHO RAMON CT TRACY, CA 95304	1,170.00	26162 MAINT HVAC SERV 26086/26134 MAINT HVAC SERVICE	05/09/2019 05/30/2019	19471357 PO-191000 19475528 PO-191000	190.00 980.00	N N
(209) 914-3354						N
002739 ALL WEST COACHLINES INC 7701 WILBUR WAY SACRAMENTO, CA 95828	2,244.30	72062 WG FIELD TRIP BUS 72044 DHS SPORTS TRANS	05/09/2019 05/23/2019	19471348 PO-191107 19474283 PO-190277	1,071.80 1,172.50	N N
(916) 423-4000						N
014529 APPLE EDUCATION 5300 RIATA PARK CRT. BLDG C	4,364.78	AA12779779 RMS SUPPLIES AA14202532 SP ED IPADS/CASES	05/02/2019 05/09/2019	19469597 PO-191093 19471349 PO-191146	1,409.14 922.61	N N

AUSITN, TX 78727

AA14202533 WG IPAD

05/09/2019 19471349 PO-191206

461.30 N

AA12991465 CTEIG SUPPLIES

05/28/2019 19474749 PO-191119

1,571.73 N

(512) 674-6821

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014535 ASBURY ENVIRONMENTAL SERVICES 9302 GARFIELD AVE SOUTH GATE, CA 90280	65.00	433764 TRANS USED OIL PICKUP	05/16/2019	19472913 PV-190650	65.00	N
(0) - 0						N
001596 ATHLETICS UNLIMITED 4823 AUBURN BLVD SACRAMENTO, CA 95841	283.24	93962 DHS FOOTBALL SUPPLIES	05/23/2019	19474284 PO-191264	283.24	N
(916) 483-2352						N
013152 AVID CENTER 9246 LIGHTWAVE AVE STE 200 SAN DIEGO, CA 92123	28,875.00	39369 AVID SUMMER INST	05/09/2019	19471350 PO-191250	23,396.00	N
		39369 AVID SUMMER INST	05/09/2019	19471350 PO-191250	3,112.91	N
		39369 AVID SUMMER INST	05/09/2019	19471350 PO-191250	705.71	N
		39369 AVID SUMMER INST	05/09/2019	19471350 PO-191250	1,660.38	N
(858) 380-4800						N
013689 B & H PHOTO & VIDEO 420 NINTH AVENUE NEW YORK, NY 10001	6,318.00	799459520 CTEIG SUPPLIES	05/28/2019	19474750 PO-191120	275.84	N
		799459520 CTEIG SUPPLIES	05/28/2019	19474750 PO-191120	275.84	N
		799459520 CTEIG SUPPLIES	05/28/2019	19474750 PO-191120	2,923.00	N
		799459520 CTEIG SUPPLIES	05/28/2019	19474750 PO-191120	237.49	N
(800) 708-5444		799459520 CTEIG SUPPLIES	05/28/2019	19474750 PO-191120	237.49	N
		799459520 CTEIG SUPPLIES	05/28/2019	19474750 PO-191120	3,395.00	N
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	29,061.21	SP ED SUPPLIES	05/21/2019	19473538 PO-190055	99.48	N
		ED SV CASCWA HOTEL	05/21/2019	19473538 PO-190541	115.00	N
		ED SV CASCWA HOTEL	05/21/2019	19473538 PO-190541	350.00	N
		DHS AG ST CONF HOTEL	05/21/2019	19473538 PO-191064	352.12	N
(0) - 0		DHS AG ST CONF HOTEL	05/21/2019	19473538 PO-191064	352.12	N
		RMS SUPPLIES	05/21/2019	19473538 PO-191091	232.26	N
		RMS SUPPLIES	05/21/2019	19473538 PO-191092	233.34	N
		SP ED SUPPLIES	05/21/2019	19473538 PO-191097	37.83	N
		SP ED SUPPLIES	05/21/2019	19473538 PO-191102	.81	N
		SP ED SUPPLIES	05/21/2019	19473538 PO-191102	9.99	N
		SP ED SUPPLIES	05/21/2019	19473538 PO-191102	.81	N
		SP ED SUPPLIES	05/21/2019	19473538 PO-191104	37.83	N
		CTEIG SUPPLIES	05/21/2019	19473538 PO-191118	545.78	N
		CTEIG SUPPLIES	05/21/2019	19473538 PO-191118	44.34	N
		CTEIG SUPPLIES	05/21/2019	19473538 PO-191118	44.34	N

CTEIG SUPPLIES	05/21/2019	19473538	PO-191122	637.73	N
CTEIG SUPPLIES	05/21/2019	19473538	PO-191123	610.38	N
ISLE SUPPLIES	05/21/2019	19473538	PO-191126	408.91	N
DHW SUPPLIES	05/21/2019	19473538	PO-191132	2.09	N
DHW SUPPLIES	05/21/2019	19473538	PO-191132	2.09	N
DHW SUPPLIES	05/21/2019	19473538	PO-191132	25.68	N
RVHS SUPPLIES	05/21/2019	19473538	PO-191133	129.52	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014367 BANK OF AMERICA (Continued...)		RDHS STAFF THIRTS	05/21/2019	19473538	PO-191141	99.42	N
		RMS SUPPLIES	05/21/2019	19473538	PO-191155	175.96	N
		RMS SUPPLIES	05/21/2019	19473538	PO-191155	14.30	N
		RMS SUPPLIES	05/21/2019	19473538	PO-191155	14.30	N
		SP ED THARP MEMBERSHIP	05/21/2019	19473538	PO-191157	119.83	N
		WIND RIVER SUPPLIES	05/21/2019	19473562	PO-191163	528.16	N
		WIND RIVER SUPPLIES	05/21/2019	19473562	PO-191168	160.81	N
		TRANS SUPPLIES	05/21/2019	19473538	PO-191171	10.72	N
		TRANS SUPPLIES	05/21/2019	19473538	PO-191171	131.98	N
		TRANS SUPPLIES	05/21/2019	19473538	PO-191171	10.72	N
		DHW SUPPLIES	05/21/2019	19473538	PO-191177	299.75	N
		TRANS CAMERAS	05/21/2019	19473538	PO-191189	221.94	N
		TRANS CAMERAS	05/21/2019	19473538	PO-191189	18.03	N
		TRANS CAMERAS	05/21/2019	19473538	PO-191189	18.03	N
		F5 SUPPLIES	05/21/2019	19473538	PO-191190	4,188.20	N
		DHS AG ST CONF HOTEL	05/21/2019	19473538	PO-191193	7,744.00	N
		DHS AG ST CONF HOTEL	05/21/2019	19473538	PO-191193	60.00	N
		ISLE SUPPLIES	05/21/2019	19473538	PO-191216	1,501.59	N
		CTEIG SUPPLIES	05/21/2019	19473538	PO-191221	3.01	N
		CTEIG SUPPLIES	05/21/2019	19473538	PO-191221	36.99	N
		CTEIG SUPPLIES	05/21/2019	19473538	PO-191221	3.01	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191231	426.69	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	34.61	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	34.61	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	34.61	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	426.00	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	34.61	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	426.00	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	34.61	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	34.61	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	426.00	N
		ASP SUPPLIES	05/21/2019	19473538	PO-191254	34.61	N
		DHS SUPPLIES	05/21/2019	19473538	PO-191255	330.00	N
		DHS SUPPLIES	05/21/2019	19473538	PO-191255	339.20	N
		DHS SUPPLIES	05/21/2019	19473538	PO-191263	3,181.20	N
		SP ED SUPPLIES	05/21/2019	19473538	PO-191272	14.26	N
		RVHS AG STATE CONF HOTEL	05/21/2019	19473538	PO-191290	365.00	N
		RVHS AG STATE CONF HOTEL	05/21/2019	19473538	PO-191290	365.00	N
		ED SV ATTENDANCE AWARDS	05/21/2019	19473538	PO-191302	445.32	N
		MAINT FAUCETS	05/21/2019	19473538	PO-191303	67.42	N
		BUS OFF FOLDERS	05/21/2019	19473538	PO-191310	28.09	N
		RVHS AG HOTEL	05/21/2019	19473573	PV-190658	2,774.43	N
001560 BAUDVILLE INC	316.16	3496816 DHW SUPPLIES	05/16/2019	19472885	PO-191179	316.16	N

5380 52ND STREET, SE
GRAND RAPIDS, MI 49512-9765

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553 (209) 465-1986	8,327.82	DO ALARM DO ALARM RVHS ALARM RVHS ALARM RVHS FIRE MONITORING RVHS ALARM RMS ALARM BATES ALARM BATES ALARM	05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019	19472025 PV-190631 19472025 PV-190631 19472025 PV-190631 19472025 PV-190631 19472025 PV-190631 19472025 PV-190631 19472025 PV-190631 19472025 PV-190631 19472025 PV-190631	4,026.15 546.75 153.15 342.96 2,037.18 231.57 393.81 236.16 360.09	N N N N N N N N N
011165 BAY ALARM COMPANY ACCOUNT #13410 P.O. BOX 7137 SAN FRANCISCO, CA 94120-7137 () -	98.41	ISLE ALARM	05/07/2019	19470725 PO-190186	98.41	N
012147 BECERRA, LUCIA P.O. BOX 64 RYDE, CA 95680 (0) - 0	182.23	ASP SUPPLIES ASP SUPPLIES ASP SUPPLIES ASP CONF REIMB ASP CONF REIMB ASP CONF REIMB	05/21/2019 05/21/2019 05/21/2019 05/21/2019 05/21/2019 05/21/2019	19473563 PO-190688 19473563 PO-190688 19473563 PO-190688 19473579 TC-190303 19473579 TC-190303 19473579 TC-190303	12.29 12.29 12.29 48.45 48.45 48.46	N N N N N N
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615 (0) - 0	1,352.16	BATES SUPPLIES BATES SUPPLIES BATES SUPPLIES	05/07/2019 05/07/2019 05/21/2019	19470726 PO-190413 19470732 PO-190933 19473564 PO-191279	75.40 512.31 764.45	N N N
014910 BLACK CHASM CAVERNS 15701 PIONEER VOLCANO RD VOLCANO, CA 95689 (209) 296-5007	600.00	#8 WG FIELD TRIP	05/09/2019	19471353 PO-191076	600.00	N
012886 BROWN, MALLORY 39460 S RIVER ROAD CLARKSBURG, CA 95612	130.10	ASP CONF REIMB	05/21/2019	19473580 TC-190304	130.10	N

(0) - 0 N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834 (916) 923-0500	647.77	371251/369969 CMS SERV CONTRAC 370350/370351/371873 DHS CONTR 371722 CMS SERV CONTRACT 371837 CMS PRINTER SUPPLIES	05/14/2019 05/23/2019 05/23/2019 05/23/2019	19472004 PO-190288 19474285 PO-190285 19474302 PO-190288 19474302 PO-190290	190.76 328.64 56.75 71.62	N N N N
001094 BUREAU OF EDUCATION & RESEARCH ACCOUNTS RECEIVABLE P.O. BOX 96068 BELLEVUE, WA 98009-9668 (800) 735-3503	538.00	4892798/4892797 DHS/CMS REGIST 4892798/4892797 DHS/CMS REGIST	05/14/2019 05/14/2019	19471975 PO-191256 19471975 PO-191256	188.00 350.00	N N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928	2,107.86	12248/12375 TRANS PARTS 22137/22098 TRANS SEAT COVERS	05/07/2019 05/07/2019	19470733 PO-190943 19470727 PO-191188	1,043.54 1,064.32	N N
014930 CAASFEP C/O 1919 B STREET MARYSVILLE, CA 95901 (0) - 0	75.00	ED SV WIRGHT WORKSHOP	05/09/2019	19471351 PO-191314	75.00	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	604.11	ISLE WATER ISLE WATER ISLE WATER	05/09/2019 05/09/2019 05/09/2019	19471365 PV-190619 19471365 PV-190619 19471365 PV-190619	217.56 228.89 157.66	N N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544	370.50	ZM0002 MOKE WATER ZBA006 BATES WATER ZWA009 ASP DRINKING WATER ZRI007 RMS DRINKING WATER ZRI007 RMS DRINKING WATER ZM0002 CDS WATER ZBA006 BATES WATER	05/02/2019 05/02/2019 05/02/2019 05/14/2019 05/23/2019 05/23/2019 05/23/2019	19469604 PO-190367 19469604 PO-190510 19469604 PO-190690 19472006 PO-190126 19474303 PO-190126 19474303 PO-190367 19474303 PO-190510	79.25 87.00 18.50 62.25 35.50 52.50 35.50	7 7 7 7 7 7 7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632	680.00	RVHS AG LEADERSHIOP PACKETS RVHS AG LEADERSHIOP PACKETS	05/21/2019 05/21/2019	19473539 PO-190743 19473539 PO-190743	340.00 340.00	N N
(209) 744-1600						N
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742	315.00	MAINT WATER TESTING	05/02/2019	19469605 PO-190687	315.00	N
(800) 638-7301		N GLOBAL LABS IN				
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047	1,134.68	ISLE WASTE SERV	05/09/2019	19471366 PV-190620	1,134.68	N
(209) 369-6887						N
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822	8,493.14	1849867 NPS DUES 1849866 NPS DUES 1849868 NPS DUES	05/16/2019 05/16/2019 05/16/2019	19472902 PO-190416 19472902 PO-190416 19472902 PO-190416	2,766.07 3,361.99 2,365.08	N N N
(916) 427-2273		N ADVANCE EDUCAT				
013820 CAROLINA BIOLOGICAL SUPPLY CO. 2700 YORK ROAD BURLINGTON, NC 27215	1,258.66	50680430 RVHS AG SUPPLIES 50680430 RVHS AG SUPPLIES	05/21/2019 05/21/2019	19473540 PO-191296 19473540 PO-191296	629.33 629.33	N N
(800) 334-5551						N
013247 CARVALHO, STEPHANIE 45 SIERRA AVE RIO VISTA, CA 94571	153.57	ASP CONF REIMB	05/21/2019	19473581 TC-190305	153.57	N
(0) - 0						N
014547 CASEY, NICHOLAS	382.25	DHW SUPPLIES	05/07/2019	19470734 PO-191185	107.07	N

2318 Windy Springs LN
BRENTWOOD, CA 94513

(0) - 0 N

WIND RIVER MILEAGE
WIND RIVER MILEAGE
DHW SUPPLIES
DHW SUPPLIES

05/07/2019	19470751	TC-190285	63.80	N
05/07/2019	19470755	TC-190285	35.96	N
05/21/2019	19473565	PO-190209	37.03	N
05/23/2019	19474304	PO-191185	138.39	N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002616 CDT INC 250 N GOLDEN CIRCLE DRIVE SUITE 210 SANTA ANA, CA 92705 (562) 986-4200 N	365.00	46543 DOT DRUG TESTING 46644 DOT DRUG TESTING	05/02/2019 05/21/2019	19469622 PV-190598 19473574 PV-190659	233.00 132.00	N N
012182 CENTER OF MOVEMENT 125 BRUNING AVE RIO VISTA, CA 94571 (707) 344-6683 N	5,000.00	ED SV RMS PROF SERV ED SV RMS PROF SERV	05/14/2019 05/14/2019	19471976 PO-190542 19471976 PO-190542	2,500.00 2,500.00	N N
012862 CENTER STATE PIPE & SUPPLY DIV. OF HAJOCA CORP 520 N UNION STREET STOCKTON, CA 95205 (209) 466-0871 N	233.48	W98770 MAINT SUPPLIES	05/14/2019	19472005 PO-190139	233.48	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0 N	2,473.00	TRANS WASTE SERV BATES WASTE SERV WG WASTE SERV MOKE WASTE SERV	05/09/2019 05/09/2019 05/09/2019 05/09/2019	19471367 PV-190621 19471367 PV-190621 19471367 PV-190621 19471367 PV-190621	132.58 1,202.97 1,057.93 79.52	N N N N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039 (0) - 0 N	262.76	33438231 CMS LEASE A	05/07/2019	19470735 PO-191260	262.76	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641	411.05	73644 ISLE SEWER	05/16/2019	19472903 PO-190246	411.05	N

(916) 777-7770

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	5,785.93	DO WATER	05/23/2019	19474317 PV-190663	174.38	N
		DO SEWER	05/23/2019	19474317 PV-190663	63.85	N
		RMS WATER	05/23/2019	19474318 PV-190664	514.73	N
		DHW WATER	05/23/2019	19474319 PV-190665	932.16	N
(0) - 0 N RIO VISTA FIRE		RVHS WATER	05/23/2019	19474320 PV-190666	2,737.83	N
		RVHS SEWER	05/23/2019	19474320 PV-190666	1,362.98	N
010687 CLASSROOM DIRECT W6316 DESIGN DRIVE GREENVILLE, WI 54942	246.09	308103287695 ISLE SUPPLIES	05/16/2019	19472886 PO-191150	246.09	N
(800) 248-9171 N SCHOOL SPECIAL						
014088 CLINE, SUZANNE 501 CALIFORNIA ST RIO VISTA, CA 94571	310.89	ISLE PRESCL/F5 CONF REIMB	05/02/2019	19469636 TC-190282	184.34	N
		ISLE PRE SCL SUPPLIES	05/21/2019	19473572 PO-190976	56.09	N
		ISLE PRESCL SUPPLIES	05/21/2019	19473586 TC-190310	29.47	N
(0) - 0 N		ISLE PRESCL SUPPLIES	05/28/2019	19474786 TC-190316	40.99	N
014177 COMMUNITY PLAYTHINGS PO BOX 2 ULSTER, NY 12487	2,472.98	J540N-1 F5 SUPPLIES	05/16/2019	19472887 PO-191200	1,642.13	Y
		J630N-1 ISLE PRESCL SUPPLIES	05/23/2019	19474300 PO-191223	830.85	Y
(800) 777-4244 Y						
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	9,202.22	33864 DW NETWORK	05/14/2019	19472026 PV-190632	16,905.07	N
		33864 DW NETWORK	05/14/2019	19472026 PV-190632	15,104.85	N
		33864 NETWORK SUPPLIES	05/16/2019	19472888 PO-190970	7,402.00	N
(704) 936-1722 N						
000162 COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGMENT DEPT 10590 ARMSTRONG AVENUE MATHER, CA 95655-4153	761.00	AR0004054 PERMIT CAFE WG	05/02/2019	19469635 PV-190599	761.00	N
(916) 875-8484 N						

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003743 COUNTY OF YOLO P.O. BOX 1820 WOODLAND, CA 95776	1,554.79	11/6/18 GENERAL ELECTION	05/28/2019	19474775 PV-190668	1,554.79	N
(0) - 0						N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139 (888) 693-2827	39,809.29	141657 DO RACKSTATION SERVER 141881 DW MONTHLY SERVICES 141881 DW MONTHLY SERVICES 141881 DW MONTHLY SERVICES 141881 DW MONTHLY SERVICES 141881 DW MONTHLY SERVICES 141881 DW MONTHLY SERVICES 141881 DW MONTHLY SERVICES 141909 SITE SWITCHES 141909 SITE SWITCHES 141947 ASP CHROMEBOOKS 141946 ED SV/CMS CART 141946 ED SV/CMS CHROMEBOOKS 141761 DO RACKSTATION SERVER 141224 RMS CHROMEBOOKS 141224 RMS CHROMEBOOK CART	05/07/2019 05/09/2019 05/09/2019 05/09/2019 05/09/2019 05/09/2019 05/09/2019 05/09/2019 05/09/2019 05/09/2019 05/14/2019 05/14/2019 05/14/2019 05/16/2019 05/28/2019 05/28/2019	19470736 PO-190875 19471358 PO-190202 19471358 PO-190202 19471358 PO-190202 19471358 PO-190202 19471358 PO-190202 19471358 PO-190202 19471352 PO-191307 19471352 PO-191307 19471977 PO-191240 19471977 PO-191301 19471977 PO-191301 19472889 PO-190875 19474751 PO-191025 19474751 PO-191025	540.00 111.50 111.50 2,229.67 8,361.08 111.50 223.00 697.42 12,264.61 4,746.00 1,571.00 4,416.46 540.00 2,257.74 1,627.81	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	1,616.45	63339949 ED SV COPIER LEASE 63327649 WG LEASE 63327680 F5 LEASE 63573727 DUS OFF SAVIN LEASE 63568322 DO SAVIN LEASE 63568322 DO SAVIN LEASE 63451687 MOKE LEASE 63451687 BATES LEASE	05/02/2019 05/02/2019 05/02/2019 05/23/2019 05/23/2019 05/23/2019 05/28/2019 05/28/2019	19469606 PO-190045 19469606 PO-190190 19469606 PO-190272 19474305 PO-190039 19474305 PO-190040 19474305 PO-190040 19474752 PO-190371 19474752 PO-190371	198.06 175.37 84.86 165.10 381.80 255.68 124.64 230.94	N N N N N N N N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335	147,311.00	MAY TAX IN LIEU 17/18	05/07/2019 05/07/2019	19470745 PV-190614 19470745 PV-190614	140,847.00 6,464.00	N N
014825 DELUCCHI, ANNELYSE 6269 BIRDS LANDING RD	24.82	BATES SUPPLIES	05/28/2019	19474762 PO-190462	24.82	N

BIRDS LANDING, CA 94512

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014466 DIESEL EMISSIONS SERVICE 4522 PARKER AVE #200 MCCLELLAN, CA 95652	239.75	3-40791 (2) MAINT SUPPLIES 341007 TRANS SUPPLIES	05/02/2019 05/23/2019	19469623 PV-190600 19474306 PO-190091	86.63 153.12	N N
(916) 473-7393						N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407	90.03	55E1501960 ISLE SERV CONT 55E1502667 WG SERV CONTRACT	05/14/2019 05/21/2019	19472007 PO-190253 19473566 PO-190260	56.75 33.28	N N
(707) 570-1000						N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328	261.25	5005834 DO WATER 5005834 DO DRINKING WATER	05/14/2019 05/28/2019	19472024 PV-190630 19474774 PV-190667	125.88 135.37	N N
(0) - 0		N DS WATERS OF A				
014931 DUDE SOLUTIONS PO BOX 936580 ATLANTA, GA 31193	2,025.51	50202 MAINT SCHOOLDUDE SFTWRE	05/09/2019	19471368 PV-190622	2,025.51	N
(877) 868-3833						N
014746 DYNAMISM 207 EAST OHIO ST STE# 200 CHICAGO, IL 60611	404.41	166483 CTEIG SUPPLIES 166483 CTEIG SUPPLIES 166483 CTEIG SUPPLIES	05/30/2019 05/30/2019 05/30/2019	19475529 PO-191008 19475529 PO-191008 19475529 PO-191008	404.41 32.86 32.86	N N N
(312) 281-5305						N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	17,210.07	249495/249729/249314 FUEL 250496/250458/250780/251073 FL 250925 TRANS FUEL 250928/250929 FUEL	05/02/2019 05/23/2019 05/28/2019 05/30/2019	19469607 PO-190035 19474307 PO-190035 19474763 PO-190035 19475540 PO-190035	4,509.52 4,839.04 3,036.22 4,825.29	N N N N
(0) - 0						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013194 EAGLE SOFTWARE 1065 N PACIFICCENTER DRIVE SUITE 400 ANAHEIM, CA 92806 (0) - 0 N AERIES SOFTWAR	100.00	RW12222 KITCHENS WEBINAR	05/16/2019	19472891 PO-191121	100.00	N
011478 EAI EDUCATION P.O. BOX 7046 OAKLAND, NJ 07436-7046 (800) 770-8010 N	198.82	931602 RMS SUPPLIES	05/23/2019	19474286 PO-191140	198.82	N
010413 EARLYCHILDHOOD LLC 2 LOWER RAGSDALE SUITE 200 MONTEREY, CA 93940 (800) 836-9515 N	122.22	P38196270102 F5 SUPPLIES	05/16/2019	19472890 PO-191197	122.22	N
014661 EDELIANT, KRISTEN 14181 GROVE ST WALNUT GROVE, CA 95690 (0) - 0 N	18.56	WG MILEAGE	05/14/2019	19472044 TC-190290	18.56	N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482 (916) 653-5380 N	1,275.20	L0230676576 SEF LOCAL EXP CHAR	05/14/2019	19472027 PV-190633	1,275.20	N
013809 ESPERSON, CHRISTINA 178 EDGEWATER DRIVE RIO VISTA, CA 94571 (0) - 0 N	97.44	DHW MILEAGE	05/14/2019	19472045 TC-190291	97.44	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013883 FREMOUW ENVIROMENTAL SERVICE 6940 TREMONT RD DIXON, CA 95620	1,185.10	82284/82282 HAZ WASTE REMOVAL	05/09/2019	19471369 PV-190623	1,185.10	N
(707) - 0						N
011354 FROG STREET PRESS 530 S. NOLEN DRIVE SOUTHLAKE, TX 76092	2,548.64	203415 F5 SUPPLIES	05/21/2019	19473541 PO-191203	2,548.64	N
(800) 884-3764						N
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	7,044.11	DO	05/02/2019	19469624 PV-190601	874.52	N
		ISLE	05/02/2019	19469624 PV-190601	140.34	N
		TRANS	05/02/2019	19469624 PV-190601	45.12	N
		TRANS	05/02/2019	19469624 PV-190601	60.46	N
		RMS	05/02/2019	19469624 PV-190601	111.15	N
(0) - 0		RMS	05/02/2019	19469624 PV-190601	188.70	N
		DHW	05/02/2019	19469624 PV-190601	83.49	N
		RVHS	05/02/2019	19469624 PV-190601	150.49	N
		RVHS	05/02/2019	19469624 PV-190601	214.62	N
		MOKE	05/02/2019	19469624 PV-190601	64.70	N
		MAINT	05/02/2019	19469624 PV-190601	38.19	N
		MAINT	05/02/2019	19469624 PV-190601	96.13	N
		RMS	05/02/2019	19469624 PV-190601	230.60	N
		ISLE	05/02/2019	19469624 PV-190601	109.52	N
		MAINT	05/02/2019	19469624 PV-190601	40.36	N
		DO	05/02/2019	19469624 PV-190601	143.79	N
		CMS ALARM	05/02/2019	19469624 PV-190601	64.70	N
		MOKE/CDS ALARM	05/02/2019	19469624 PV-190601	121.69	N
		TRANS ALARM	05/02/2019	19469624 PV-190601	49.93	N
		BATES ALARM	05/02/2019	19469624 PV-190601	64.70	N
		WG ALARM	05/02/2019	19469624 PV-190601	64.70	N
		ISLE ALARM	05/02/2019	19469624 PV-190601	64.70	N
		CMS	05/02/2019	19469624 PV-190601	40.34	N
		WG	05/02/2019	19469624 PV-190601	81.73	N
		RVHS ALARM	05/02/2019	19469624 PV-190601	121.69	N
		DHW ALARM	05/02/2019	19469624 PV-190601	121.69	N
		ISLE ALARM	05/14/2019	19472028 PV-190634	64.45	N
		RMS	05/14/2019	19472028 PV-190634	298.14	N
		MAINT	05/14/2019	19472028 PV-190634	40.24	N
		RMS	05/14/2019	19472028 PV-190634	117.19	N

BATES ALARM	05/14/2019	19472028	PV-190634	64.45	N
CMS	05/14/2019	19472028	PV-190634	45.00	N
MAINT	05/14/2019	19472028	PV-190634	95.67	N
RVHS	05/14/2019	19472028	PV-190634	220.25	N
TRAN	05/14/2019	19472028	PV-190634	59.86	N
MOKE	05/14/2019	19472028	PV-190634	64.45	N
DO	05/14/2019	19472028	PV-190634	872.48	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099

011339 FRONTIER COMMUN (Continued...)		RVHS	05/14/2019	19472028 PV-190634	149.80	N
		DHW	05/14/2019	19472028 PV-190634	83.03	N
		WG ALARM	05/14/2019	19472028 PV-190634	94.31	N
		DO	05/14/2019	19472028 PV-190634	143.35	N
		N TRANS ALARM	05/14/2019	19472028 PV-190634	49.67	N
		MAINT	05/14/2019	19472028 PV-190634	37.83	N
		MOKE/CDS ALARM	05/14/2019	19472028 PV-190634	121.25	N
		ISLE	05/14/2019	19472028 PV-190634	139.68	N
		DHW ALARM	05/14/2019	19472028 PV-190634	121.25	N
		WG	05/14/2019	19472028 PV-190634	81.27	N
		RMS	05/14/2019	19472028 PV-190634	229.44	N
		RMS	05/14/2019	19472028 PV-190634	123.01	N
		RVHS ALARM	05/14/2019	19472028 PV-190634	121.25	N
		ISLE	05/14/2019	19472028 PV-190634	109.41	N
		TRANS	05/14/2019	19472028 PV-190634	44.88	N
		CMS ALARM	05/14/2019	19472028 PV-190634	64.45	N

003905 GASTON, JENNIFER 329 SACRAMENTO ST RIO VISTA, CA 94571	242.02	SUPT SUPPLIES	05/16/2019	19472904 PO-190131	242.02	N
(0) - 0						N

014828 GASTON, KEN 329 SACRAMENTO STREET RIO VISTA, CA 94571	718.23	MAINT SUPPLIES	05/14/2019	19472008 PO-191184	670.23	N
		MAINT BRIDGE TOLL	05/14/2019	19472046 TC-190292	48.00	N
(0) - 0						N

014838 GONZALES, RAYMOND 50 RIVER ROAD #26 RIO VISTA, CA 94571	107.88	BUS OFF MILEAGE	05/02/2019	19469637 TC-190283	44.08	N
		BUS OFF CONF MILEAGE	05/28/2019	19474781 TC-190311	63.80	N
(0) - 0						N

003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998	3,824.51	9592570 ASP SUPPLIES	05/16/2019	19472892 PO-191243	3,824.51	N
(800) 533-0446		N THE PROPHET CO				

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	604.76	MAINT SUPPLIES	05/14/2019	19472009 PO-190143	604.76	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422 N	1,442.24	24648127 CMS LEASE 24793899 DHS LEASE 24832542 CMS LEASE	05/14/2019 05/23/2019 05/30/2019	19472010 PO-190435 19474308 PO-190283 19475530 PO-190435	343.20 412.64 686.40	N N N
012617 GUGGEMOS, WILLIAM 78 BRUNING AVENUE RIO VISTA, CA 94571 () - N	54.29	ISLE MILEAGE	05/14/2019	19472047 TC-190293	54.29	N
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162 (916) 640-3533 Y	3,600.00	SP ED ASSESSMENTS 4/19	05/09/2019	19471360 PO-190822	3,600.00	Y
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533 Y WAYNE STEVENSO	5,400.00	SP ED OCC THERAPY W/E 4/24 SP ED OCC THERAPY W/E 4/10 SP ED OCC THERAPY W/E 5/1 SP ED OCC THERAPY W/E 5/7 SP ED OCC THERAPY W/E 5/15 SP ED OCC THERAPY W/E 5/22	05/02/2019 05/02/2019 05/07/2019 05/14/2019 05/23/2019 05/30/2019	19469608 PO-190342 19469608 PO-190342 19470737 PO-190342 19472011 PO-190342 19474309 PO-190342 19475541 PO-190342	1,150.00 600.00 650.00 1,050.00 1,025.00 925.00	Y Y Y Y Y Y
014681 HOANG, TRAM 8813 HIDDENSPRING WAY ELK GROVE, CA 95758 (0) - 0 N	100.00	BATES SUPPLIES	05/28/2019	19474753 PO-190731	100.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047	4,824.06	MAINT SUPPLIES DHW FRIDGE CTEIG SUPPLIES	05/16/2019 05/16/2019 05/16/2019	19472905 PO-190144 19472893 PO-191131 19472893 PO-191222	932.04 653.14 3,238.88	N N N
(0) - 0						N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116	15,925.45	710147193 ED SV MATH SOLUTIONS 954327043 ED SV MATERIALS 954328684 ED SV MATERIALS	05/07/2019 05/21/2019 05/21/2019	19470738 PO-190957 19473567 PO-191323 19473567 PO-191324	15,400.00 175.15 350.30	N N N
(800) 225-5425						N
014717 HUTCHINS, WILL PO BOX 1213 WALNUT GROVE, CA 95690	80.20	BATES SUPPLIES	05/28/2019	19474754 PO-190463	80.20	N
(0) - 0						N
000215 INDEPENDENT COPY SERVICE 155 DELTA WAY RIO VISTA, CA 94571	215.92	19-487 RMS KYOCERA SUPPLIES	05/23/2019	19474287 PO-191158	215.92	Y
(916) 743-2699		MIKE KENNEDY				
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206	50,192.26	3226955 ISLE SUPPLIES 3238805 ISLE SUPPLIES 3238805 ISLE SUPPLIES 3238305 RMS COPY PAPER 3235159 ISLE PRE SCL SUPPLIES 3242680 RVHS LIBRARY FURNITURE 3242680 RVHS LIBRARY FURNITURE 3235160 ISLE SUPPLIES 3232081 ISLE SUPPLIES 3235160 ISLE SUPPLIES 3228493 ISLE SUPPLIES 3223313 RVHS SUPPLIES 3223313 RVHS SUPPLIES 3226954 ISLE SUPPLIES	05/02/2019 05/09/2019 05/09/2019 05/09/2019 05/14/2019 05/14/2019 05/14/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/21/2019 05/21/2019 05/23/2019	19469609 PO-191073 19471354 PO-191162 19471354 PO-191162 19471354 PO-191162 19472023 PO-190729 19471979 PO-190998 19471979 PO-190998 19472894 PO-190185 19472894 PO-191063 19472894 PO-191073 19472906 PO-191074 19473568 PO-190734 19473542 PO-190876 19474288 PO-191052	109.83 76.55 2,605.30 1,210.31 187.00 21,610.73 17,351.89 59.98 740.34 366.78 1,284.27 654.14 52.24 490.43	N N N N N N N N N N N N N N
(707) 374-4037						N

3237025	ISLE SUPPLIES	05/23/2019	19474288	PO-191153	86.26	N
3249227	BUS OFF CHAIRS	05/30/2019	19475531	PO-191253	456.50	N
3249227	BUS OFF CHAIRS	05/30/2019	19475531	PO-191253	2,849.71	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770	319.69	IN353735 RVHS MAINT AGRMNT	05/21/2019	19473569 PO-190063	319.69	N
013919 JACOBSEN WEST 1170 NATIONAL DRIVE SUITE 20 SACRAMENTO, CA 95834 (916) 419-2000	91.32	91757077 MAINT PARTS	05/02/2019	19469625 PV-190602	91.32	N
		TEXTRON INC				
014922 JEFFERS PO BOX 100 DOTHAM, AL 36302 (800) 533-3377	491.07	19113095900 RVHS AG SUPPLIES 19113095900 RVHS AG SUPPLIES	05/21/2019 05/21/2019	19473543 PO-191287 19473543 PO-191287	245.54 245.53	N N
010859 JONES SCHOOL SUPPLY CO INC PO BOX 7008 COLUMBIA, SC 29201 (800) 845-1807	862.04	1668646 ISLE SUPPLIES 1682157 BATES SUPPLIES 1673173 ASP SUPPLIES	05/14/2019 05/16/2019 05/23/2019	19471980 PO-191215 19472895 PO-191286 19474289 PO-191236	281.35 511.33 69.36	N N N
014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670 (0) - 0	97.32	SP ED MILEAGE	05/14/2019	19472048 TC-190294	97.32	N
014869 JOSEPHS LAWNMOWER 1551 OAK PARK BLVD PLEASANT HILL, CA 94523 (925) 935-7240	626.31	209434 MAINT SUPPLIES	05/02/2019	19469626 PV-190603	626.31	N
013649 JP PETROLEUM SERVICE	505.85	7274 TRANS SERVICES	05/21/2019	19473544 PO-190096	505.85	Y

3065 ASANTE LANE
WEST SACRAMENTO, CA 95691

(916) 372-5693

Y JOHN P. PUUMAL

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014901 KA TOM RESTAURANT SUPPLY 305 KATOM DRIVE KODAK, TN 37764 (800) 541-8683	4,299.57	12446877 CTEIG RVHS SUPPLIES 12446877 CTEIG RVHS SUPPLIES 12446877 CTEIG RVHS SUPPLIES	05/14/2019 05/14/2019 05/14/2019	19471981 PO-191045 19471981 PO-191045 19471981 PO-191045	4,299.57 349.34 349.34	N N N
014233 KEEMA-ASTON, ELIZABETH 8068 HUXLEY CT. SACRAMENTO, CA 95829 (916) 397-6704	22.60	BUS OFF SUPPLIES	05/07/2019	19470752 TC-190286	22.60	N
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD SUITE 101 ELK GROVE, CA 95758 (650) 610-4370	340.49	36054981 MAINT SUPPLIES	05/16/2019	19472907 PO-190129	340.49	N
014711 KIMBRELL, REBECCA 717 ALLENDER WAY RIO VISTA, CA 94571 (0) - 0	97.94	BATES SUPPLIES	05/14/2019	19471982 PO-190465	97.94	N
000577 KLEIN EDUCATIONAL SYSTEMS LLC 2851 SPAFFORD STREET DAVIS, CA 95616 (800) 698-3249	17,594.59	20104 CTEIG LASER ENGRAVER	05/14/2019	19471983 PO-191196	17,594.59	N
014513 KONA ICE 7872 RODRIGUEZ CIRCLE SACRAMENTO, CA 95829 (0) - 0	850.00	744092 DHW END OF YEAR	05/14/2019	19471984 PO-191181	850.00	N
011311 LA RUE COMMUNICATIONS	330.00	6192 TRANS SERVICES	05/14/2019	19472012 PO-190097	330.00	7

521 E. MINER AVE
STOCKTON, CA 95202

(209) 463-1900

Y LA RUE, KNOX J

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	2,596.80	2328330419 F5 SUPPLIES 2466610419 ASP SUPPLIES 2466860419 ASP SUPPLIES 4803410119 ISLE PRESCL SUPPLIE 2466660419 SP ED ISLE PRESL SP	05/14/2019 05/21/2019 05/21/2019 05/23/2019 05/30/2019	19471985 PO-191201 19473545 PO-191227 19473545 PO-191235 19474301 PO-190887 19475532 PO-191248	555.79 586.75 776.82 249.04 428.40	N N N N N
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615 (0) - 0 N	85.14	F5 MILEAGE	05/21/2019	19473582 TC-190306	85.14	N
012767 LEARNING PLUS ASSOCIATES 10950 ARROW ROUTE #1935 RANCHO CUCAMONGA, CA 91730 (909) 484-6002 N	1,240.92	10824 ISLE SUPPLIES	05/14/2019	19471986 PO-191129	1,240.92	N
014481 LIFETOUGH NSS ACCT REC PO BOX 46993 EDEN PRAIRIE, MN 55344-9728 (0) - 0 N	497.41	EVT2JT6GW ISLE YEARBOOKS	05/21/2019	19473575 PV-190660	497.41	N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399 N	1,971.66	#133 RMS SUPPLIES #175 DHW SUPPLIES #55 RVHS CULINARY SUPPLIES #55 RVHS SUPPLIES #55 RVHS SUPPLIES #133 RMS SUPPLIES #135 ED SV SUPPLIES #55 RVHS SUPPLIES	05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/16/2019 05/16/2019 05/23/2019	19469610 PO-190125 19469610 PO-190236 19469598 PO-190516 19469610 PO-190775 19469627 PV-190611 19472908 PO-190125 19472914 PV-190651 19474310 PO-190775	73.72 14.63 47.51 232.71 121.49 36.14 640.13 805.33	N N N N N N N N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443 N	2,205.60	MAINT SUPPLIES	05/21/2019	19473570 PO-190148	2,205.60	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000711 LYMAN PARTS DEPOT 14301 RAILROAD AVE WALNUT GROVE, CA 95690-	206.69	13112 MAINT PARTS 13112 MAINT SUPPLIES	05/14/2019 05/16/2019	19472029 PV-190635 19472915 PV-190652	46.32 160.37	N N
(916) 776-1744		N THE LYMAN GROU				
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	335.38	F5 SUPPLIES F5 MILEAGE	05/14/2019 05/21/2019	19472013 PO-191205 19473583 TC-190307	98.74 236.64	N N
(0) - 0		N				
014344 MASE CENTER 6000 J STREET SACRAMENTO, CA 95819	110.00	04-2019-111 ED SV PEREZ REGIST	05/02/2019	19469599 PO-191124	110.00	N
(916) 278-4497		N				
014811 MCCARTY, HANOCH 12970 SELF ESTEEM LANE GALT, CA 95632	2,170.16	3020 SP ED PROF SERVICES	05/14/2019	19471987 PO-190907	2,170.16	Y
Y						
010848 MHS P.O. BOX 950 NORTH TONAWANDA, NY 14120-0950	677.92	1048764 SP ED SUPPLIES	05/16/2019	19472896 PO-191275	677.92	N
(800) 456-3003		N				
014647 MICKE GROVE ZOOLOGICAL SOCIETY 11793 N. MICKE GROVE ROAD LODI, CA 95240	480.00	5091465 MIG ED SMR SCL PRSNTN	05/21/2019	19473546 PO-191331	480.00	N
(209) 331-2138		N				
014826 MITCHELL, LISA 1030 S. HUTCHINS ST # 4-404	99.53	BATES SUPPLIES	05/28/2019	19474755 PO-190467	99.53	N

LODI, CA 95240

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011865 MONTGOMERY, MARSHA 12 HILL COURT RIO VISTA, CA 94571	528.51	RVHS CULINARY SUPPLIES	05/07/2019	19470728 PO-190515	528.51	N
(0) - 0						N
014932 MOONEY, KAYE 513 THREE RIVERS WAY RIO VISTA, CA 94571	14.00	ASP FOOD HANDLERS CERT	05/21/2019	19473584 TC-190308	14.00	N
(0) - 0						N
000151 NASCO MODESTO P.O. BOX 3837 4825 STODDARD ROAD MODESTO, CA 95352-3837	2,737.92	360665 CTEIG SUPPLIES 353789 ISLE SUPPLIES 367846 RVHS AG SUPPLIES 367846 RVHS AG SUPPLIES 379965 RVHS AG SUPPLIES 379965 RVHS AG SUPPLIES	05/09/2019 05/14/2019 05/21/2019 05/21/2019 05/21/2019 05/21/2019	19471355 PO-191116 19471988 PO-191135 19473547 PO-191293 19473547 PO-191293 19473547 PO-191298 19473547 PO-191298	1,630.03 43.49 270.82 270.81 261.38 261.39	N N N N N N
(209) 545-1600						N
000358 NATIONAL FFA ORGANIZATION PO BOX 631363 CINCINNATI, OH 45263.1363	1,800.00	1464049/1463208 DHS AG SUPPLS 1464049/1463208 DHS AG SUPPLS DHS AG SUPPLIES DHS AG SUPPLIES	05/07/2019 05/07/2019 05/14/2019 05/14/2019	19470729 PO-191269 19470729 PO-191269 19472030 PV-190636 19472030 PV-190636	786.00 786.00 114.00 114.00	N N N N
(0) - 0						N
002424 NATIONAL SCHOOL FORMS 16 MT. EBO RD S. STE#16 BREWSTER, NY 10509	256.51	39070 RVHS DETENTION FORMS 39070 RVHS DETENTION FORMS 39070 RVHS DETENTION FORMS	05/21/2019 05/21/2019 05/21/2019	19473548 PO-191156 19473548 PO-191156 19473548 PO-191156	20.84 20.84 256.51	N N N
(800) 431-1201						N
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757	968.21	WG SUPPLIES WG/F5 MILEAGE WG/F5 MILEAGE WG SUPPLIES WG SUPPLIES	05/02/2019 05/02/2019 05/02/2019 05/28/2019 05/30/2019	19469611 PO-191062 19469638 TC-190284 19469638 TC-190284 19474764 PO-190262 19475533 PO-190194	371.46 195.12 99.74 211.89 90.00	N N N N N
(0) - 0						N
014359 NORTH STATE TIRE CO	1,677.33	K96498/K96944 TRANS SUPPLIES	05/14/2019	19471989 PO-190098	1,677.33	N

1610 KATHLEEN AVE
SACRAMENTO, CA 95815

(916) 922-1075

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802	605.51	TRANS SUPPLIES 23100 TRANS SUPPLIES	05/02/2019 05/14/2019	19469612 PO-190100 19472014 PO-190100	132.83 472.68	N N
(0) - 0		N O'REILLY AUTOM				
014833 OAKLEY SCHOOL DISTRICT 91 MERCEDES LANE OAKLEY, CA 945614617	2,470.00	61315 SP ED STUDENT TRANS	05/09/2019	19471371 PV-190624	2,470.00	N
(925) 625-5079		N				
010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404	60.00	OH44460 TRANS DRUG SCREEN	05/02/2019	19469628 PV-190604	60.00	N
(707) 399-6068 9		N NORTHBAY HEALT				
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571	992.65	1645 DHW SUPPLIES #676 MAINT SUPPLIES #1645 DHW SUPPLIES	05/02/2019 05/14/2019 05/23/2019	19469613 PO-190233 19472015 PO-190151 19474311 PO-190233	18.72 953.37 20.56	N N N
(0) - 0		N				
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	3,485.34	695456870-01 ASP SUPPLIES 695456870-01 ASP SUPPLIES 695456870-01 ASP SUPPLIES 695967848 F5 SUPPLIES 695967848 F5 SUPPLIES 695967848 F5 SUPPLIES 696051579 DHW KINDER SUPPLIES 696051579 DHW KINDER SUPPLIES 696051579 DHW KINDER SUPPLIES 696081579 DHW SUPPLIES 696081579 DHW SUPPLIES 696081579 DHW SUPPLIES 696081579 DHW SUPPLIES 696051745-01/03 ASP SUPPLIES 696051745-01/03 ASP SUPPLIES	05/02/2019 05/02/2019 05/02/2019 05/09/2019 05/09/2019 05/09/2019 05/23/2019 05/23/2019 05/23/2019 05/23/2019 05/23/2019 05/23/2019 05/23/2019 05/23/2019 05/23/2019	19469600 PO-190522 19469600 PO-190522 19469600 PO-190522 19471356 PO-191199 19471356 PO-191199 19471356 PO-191199 19474290 PO-191173 19474290 PO-191173 19474290 PO-191173 19474290 PO-191180 19474290 PO-191180 19474290 PO-191180 19474290 PO-191180 19474290 PO-191238 19474290 PO-191238	145.61 11.83 11.83 90.43 90.43 1,112.94 295.34 24.00 24.00 1,654.37 134.42 134.42 277.08 22.51	N N N N N N N N N N N N N N N
(800) 228-0475		N OTC DIRECT INC				

696051745-01/03 ASP SUPPLIES 05/23/2019 19474290 PO-191238

22.51- N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003335 OWENS, SHIRLEY P.O. BOX 172 ISLETON, CA 95641	206.46	TRANS SUPPLIES	05/14/2019	19472049 TC-190295	206.46	N
(0) - 0						N
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571	122.96	ISLE NURSE MILEAGE	05/07/2019	19470753 TC-190287	122.96	N
(0) - 0						N
014392 PAULS, HOLLY PO BOX 511 WALNUT GROVE, CA 95690	82.36	WG MILEAGE	05/14/2019	19472050 TC-190296	82.36	N
(916) 776-1215						N
014928 PBL WORKS 3 HAMILTON LANDING SUITE 220 NOVATO, CA 94949	1,150.00	03502 RVHS CONF REGIST	05/16/2019	19472897 PO-191309	1,150.00	N
(0) - 0						N
014310 PEREZ, GABINO 7904 HARTWICK WAY SACRAMENTO, CA 95828	51.92	WG SUPPLIES	05/28/2019	19474765 PO-190198	51.92	N
(0) - 0						N
014781 PETALS ON MAIN 122 MAIN STREET RIO VISTA, CA 94571	443.32	1029 ED SV IND STDY GRAD FLOWR 1029 WIND RIVER FLOWERS 1035 RMS SUPPLIES	05/14/2019 05/14/2019 05/30/2019	19471990 PO-191106 19472002 PO-191108 19475534 PO-191138	129.75 194.63 118.94	N N N
(707) 374-3300						N
003270 PG&E 685 EMBARCADERO DRIVE	27,466.47	LIFT PUMP N.NETH	05/09/2019 05/09/2019	19471372 PV-190625 19471372 PV-190625	9.86 42.94	N N

SACRAMENTO, CA 95605

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05/09/2019	19471372	PV-190625	834.80	N
05/09/2019	19471372	PV-190625	1,626.56	N
05/09/2019	19471372	PV-190625	2,022.50	N
05/09/2019	19471372	PV-190625	4,227.52	N
05/09/2019	19471372	PV-190625	207.63	N
05/09/2019	19471372	PV-190625	19.93	N
05/09/2019	19471372	PV-190625	2,302.53	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003270 PG&E (Continued...)		DHS	05/09/2019	19471372 PV-190625	3,712.65	N
		DHS	05/09/2019	19471372 PV-190625	137.99	N
		DHS	05/09/2019	19471372 PV-190625	3,817.94	N
		DHS	05/09/2019	19471372 PV-190625	33.74	N
		DHS	05/09/2019	19471372 PV-190625	12.27	N
		DHS	05/09/2019	19471372 PV-190625	21.47	N
		RVHS	05/09/2019	19471372 PV-190625	181.35	N
		GARAGE	05/09/2019	19471372 PV-190625	256.39	N
		SHOP	05/09/2019	19471372 PV-190625	68.57	N
		DO	05/09/2019	19471372 PV-190625	52.18	N
		RVHS	05/09/2019	19471372 PV-190625	7,824.33	N
		RADIO RIO ELECT	05/14/2019	19472031 PV-190637	27.31	N
		DHW ELECT	05/16/2019	19472916 PV-190653	26.01	N
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823 (916) 422-0571	46,902.49	31948 SP ED NPS FEES	05/07/2019	19470739 PO-190349	600.00	N
		31883 SP ED NPS FEES	05/07/2019	19470739 PO-190349	7,090.92	N
		31913 SP ED NPS FEES	05/07/2019	19470739 PO-190349	3,203.28	N
		31957 SP ED NPS FEES	05/07/2019	19470739 PO-190349	311.30	N
		486 SP ED INST ASSIST	05/07/2019	19470739 PO-191034	15,840.40	N
		32021 SP ED NPS DUES	05/28/2019	19474766 PO-190349	2,135.52	N
		32058 SP ED NPS DUES	05/28/2019	19474766 PO-190349	6,106.07	N
		32078 SP ED NPS DUES	05/28/2019	19474766 PO-190349	165.00	N
		32069 SP ED NPS DUES	05/28/2019	19474766 PO-190349	450.00	N
		534 SP ED INST ASSISTS	05/28/2019	19474766 PO-191344	11,000.00	N
002828 POSITIVE PROMOTIONS INC 15 GILPIN AVE HAUPPAUGE, NY 11788-8821 (800) 635-2666	232.18	6285844 ISLE SUPPLIES	05/21/2019	19473549 PO-191214	18.86	N
		6285844 ISLE SUPPLIES	05/21/2019	19473549 PO-191214	232.18	N
		6285844 ISLE SUPPLIES	05/21/2019	19473549 PO-191214	18.86	N
013244 PRECIADO, VICKI 737 LAUREL WAY RIO VISTA, CA 94571 (0) - 0	188.10	WIND RIVER SUPPLIES	05/07/2019	19470743 PO-191078	158.64	N
		WIND RIVER MILEAGE	05/07/2019	19470756 TC-190288	29.46	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	21,217.20	6137/6138/6133 SPCH THERAPY	05/09/2019	19471361 PO-190058	21,217.20	7

(317) 371-3866

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600 (800) 789-8965 N	3,081.95	6862835/6855920 ASP SUPPLIES 7067819 CMS SUPPLIES	05/21/2019 05/23/2019	19473550 PO-191232 19474291 PO-190286	1,766.59 1,315.36	N N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852 (0) - 0 N	902.58	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	05/30/2019 05/30/2019	19475535 PO-190292 19475535 PO-190292	451.29 451.29	N N
010580 REALLY GOOD STUFF INC PO BOX 1111 SHELTON, CT 06484-1110 (203) 261-1920 N	270.94	6864018 MIG ED SUPPLIES 6864018 MIG ED SUPPLIES 6864018 MIG ED SUPPLIES	05/14/2019 05/14/2019 05/14/2019	19471991 PO-191110 19471991 PO-191110 19471991 PO-191110	270.94 22.01 22.01	N N N
014803 REGAL SHORES DELTA SHORES 14 & IMAX 8136 DELTA SHORES CIRCLE SOUTH SACRAMENTO, CA 95832 (800) 792-8244 N	750.00	MIG ED SMR SCL MOVIE	05/21/2019	19473551 PO-191330	750.00	N
014890 REHAB SEMINARS 500 GOSS ROAD PORT TOWNSEND, WA 98368 (360) 379-6994 N	1,996.00	SEA-058B SP ED THARP CONF SD19-81 RVHS CONF REGIST	05/14/2019 05/28/2019	19471992 PO-190962 19474756 PO-191089	499.00 1,497.00	N N
013081 REIS, MAUREEN 2962 CANRIGHT RD. RIO VISTA, CA 94571 (0) - 0 N	185.71	RVHS AG CONF REIMB RVHS AG CONF REIMB	05/21/2019 05/21/2019	19473585 TC-190309 19473585 TC-190309	92.85 92.86	N N
014859 RIO VISTA BAKERY & CAFE	29.96	RVHS SUPPLIES	05/14/2019	19472016 PO-190760	29.96	N

150 MAIN STREET
RIO VISTA, CA 94571

(707) 374-3844

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513 (925) 550-7811	30.00	141322 HR AD	05/16/2019	19472917 PV-190654	30.00	N
012016 RIO VISTA PIZZA FACTORY 201 MAIN STREET RIO VISTA, CA 94571 () -	62.50	ED SV SUPPLIES	05/07/2019	19470740 PO-190353	62.50	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0	2,188.09	DHW WASTE SERV RVHS WASTE SERV DO WASTE SERV	05/09/2019 05/09/2019 05/09/2019	19471370 PV-190626 19471370 PV-190626 19471370 PV-190626	1,018.11 1,051.10 118.88	N N N
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742 (916) 638-7476	3,457.07	194546 RMS SUPPLIES 195169 CMS SUPPLIES 195982 BATES SUPPLIES 196272 MIG ED SMR SCL SUPPLIES	05/02/2019 05/14/2019 05/21/2019 05/28/2019	19469601 PO-191127 19471993 PO-191266 19473552 PO-191284 19474757 PO-191335	1,324.76 1,578.51 252.10 301.70	N N N N
000729 RIVER NEWS HERALD 21 S FRONT STREET RIO VISTA, CA 94571 (0) - 0	39.00	#7563 HR AD	05/16/2019	19472918 PV-190655	39.00	N
013047 RIVERSIDE PUBLISHING 3800 GOLF ROAD STE 100 ROLLING MEADOWS, IL 60008 (800) 323-9540	589.67	954303467 SP ED SUPPLIES	05/14/2019	19471978 PO-191273	589.67	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	8,374.61	61671 TRANS PART/SERVICE 61671 TRANS PART/SERVICE 61671 TRANS SUPPLIES	05/14/2019 05/14/2019 05/16/2019	19472032 PV-190638 19472032 PV-190638 19472898 PO-190104	5,363.83 535.00 2,475.78	7 7 7
() - Y						
011167 ROCHESTER 100 INC 40 JEFFERSON RD ROCHESTER, NY 14623	448.00	9129 ASP SUPPLIES 9129 ASP SUPPLIES 9129 ASP SUPPLIES	05/21/2019 05/21/2019 05/21/2019	19473553 PO-191230 19473553 PO-191230 19473553 PO-191230	448.00 36.40 36.40	N N N
(585) 475-0200 1 N						
014206 RODRIGUEZ, JENNIFER 110 JANEWOOD CT FOLSOM, CA 95630	91.30	CMS SUPPLIES	05/14/2019	19471994 PO-190602	91.30	N
(916) 833-7401 N						
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571	246.14	RMS CONF REIMB RMS SUPPLIES RMS SUPPLIES RMS CONF REIMB/SUPPLIES RMS CONF REIMB/SUPPLIES	05/14/2019 05/28/2019 05/28/2019 05/28/2019 05/28/2019	19472051 TC-190297 19474767 PO-190424 19474767 PO-190424 19474782 TC-190312 19474782 TC-190312	51.04 32.27 82.14 42.92 37.77	N N N N N
(0) - 0 N						
012894 S & S BEST SELLER P.O. BOX 513 COLCHESTER, CT 06415-0513	271.91	100016700 ASP SUPPLIES	05/02/2019	19469629 PV-190605	271.91	N
(800) 243-9232 N						
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415	1,658.09	100075879 ASP SUPPLIES 100092553 ASP SUPPLIES 100019869 ASP SUPPLIES 100108207 ASP SUPPLIES 100112065 ASP SUPPLIES	05/02/2019 05/02/2019 05/02/2019 05/23/2019 05/23/2019	19469614 PO-190525 19469602 PO-190526 19469602 PO-190526 19474292 PO-191234 19474312 PO-191244	33.88 163.53 190.25 359.59 910.84	N N N N N
(800) 288-9941 N						
000095 S M U D	28.36	BATES ELECT	05/14/2019	19472033 PV-190640	28.36	N

P.O. BOX 15555
SACRAMENTO, CA 95852

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014060 SACRAMENTO BEE 2100 Q STREET SACRAMENTO, CA 95852	873.60	339472 FD SRV LEGAL AD	05/28/2019	19474780 PV-190673	873.60	N
N						
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	329.73	BATES SEWER WG SEWER	05/14/2019 05/14/2019	19472035 PV-190639 19472035 PV-190639	148.95 180.78	N N
(0) - 0						N
011160 SCHOOL HEALTH CORPORATION 5600 APOLLO DRIVE ROLLING MEADOWS, IL 60008	8.80	3570565 ED SV SUPPLIES 3570565 ED SV SUPPLIES 3570565 ED SV SUPPLIES	05/02/2019 05/02/2019 05/02/2019	19469630 PV-190606 19469630 PV-190606 19469630 PV-190606	8.80 .03 .03	N N N
(800) 323-1305						N
012207 SCHOOL OUTFITTERS.COM 3736 REGENT AVE CINCINNATI, OH 45212-3724	994.09	13109236 ASP CART	05/16/2019	19472899 PO-191242	994.09	Y
(800) 260-2776						Y
002988 SCHOOL SERVICES OF CALIFORNIA PO BOX 15546 SACRAMENTO, CA 95852-1546	295.00	W103696 CBO WEBINARS	05/14/2019	19471995 PO-191029	295.00	N
(916) 446-7517						N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	2,663.08	208122456038 DHS SUPPLIES 308103283726 CMS SUPPLIES 3081030288652 RMS SUPPLIES 308103288097 RMS SUPPLIES 308103288097 RMS SUPPLIES 208122686162 BATES SUPPLIES 308103287709 RMS SUPPLIES 208122860935 BATES SUPPLIES	05/02/2019 05/02/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/23/2019 05/28/2019	19469615 PO-190281 19469615 PO-190289 19471996 PO-191136 19471996 PO-191160 19471996 PO-191160 19472017 PO-191285 19474293 PO-191137 19474758 PO-190395	27.70 241.73 218.99 275.62 413.44 474.69 130.47 880.44	N N N N N N N N
(0) - 0						N

108820	DO PRINTER CHARGES	05/21/2019	19473577	PV-190661	62.13	N
108820	DO PRINTER CHARGES	05/21/2019	19473577	PV-190661	290.79	N
108820	DO PRINTER CHARGES	05/21/2019	19473577	PV-190661	12.91	N
108820	DO PRINTER CHARGES	05/21/2019	19473577	PV-190661	44.54	N
108820	DO PRINTER CHARGES	05/21/2019	19473577	PV-190661	44.54	N
109181	BATES MAINT AGRMNT	05/23/2019	19474315	PO-191281	102.94	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014879 SDI-GLOBAL SPECIALTIES DIRECT 8120 BERRY AVENUE STE B SACRAMENTO, CA 95828 (916) 381-5155 N	63.63	1611 DHS SUPPLIES	05/28/2019	19474759 PO-190716	63.63	N
014444 SEQUOIA FLORAL 3245 SANTA ROSA AVENUE SANTA ROSA, CA 95407 (707) 525-0780 N	979.73	901138 RVHS AG SUPPLIES 901138 RVHS AG SUPPLIES 901153 RVHS AG SUPPLIES 901153 RVHS AG SUPPLIES	05/21/2019 05/21/2019 05/21/2019 05/21/2019	19473555 PO-191291 19473555 PO-191291 19473555 PO-191297 19473555 PO-191297	331.53 331.53 158.33 158.34	N N N N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585 (707) 425-2951 N	1,412.00	BATES PROPANE TRANS PROPANE TRANS PROPANE TRANS PROPANE BATES PROPANE BATES PROPANE 99487 WG PROPANE 99487 WG PROPANE 99487 WG PROPANE	05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/28/2019 05/28/2019 05/28/2019	19469631 PV-190608 19469631 PV-190608 19469631 PV-190608 19469631 PV-190608 19469631 PV-190608 19469631 PV-190608 19474777 PV-190670 19474777 PV-190670 19474777 PV-190670	85.35 3.74 3.74 1,074.57 .30 .30 .88 .88 252.08	N N N N N N N N N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007 (0) - 0 N	121.61	8127123449 DO SHREDDING	05/14/2019	19472037 PV-190643	121.61	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0 N	3,070.58	MAY 2019 PREMIUMS MAY 2019 PREMIUMS	05/07/2019 05/07/2019	19470746 PV-190613 19470746 PV-190613	1,938.96 1,131.62	N N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0 N	634.48	MAY 2019 PREMIUMS MAY 2019 PREMIUMS MAY 2019 PREMIUMS	05/09/2019 05/09/2019 05/09/2019	19471373 PV-190627 19471373 PV-190627 19471373 PV-190627	288.40 317.24 28.84	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012013 SIERRA CHEMICAL COMPANY 788 NORTHPORT DRIVE WEST SACRAMENTO, CA 95691 (916) 371-5943 N	299.86	123086 MAINT SUPPLIES	05/02/2019	19469616 PO-190159	299.86	N
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680 (916) 491-0657 N	591.60	PARENT MILEAGE	05/14/2019	19472052 TC-190298	591.60	N
014400 SLAGLE, ANTONIA 2310 CORK CIRCLE SACRAMENTO, CA 95822 (0) - 0 N	355.34	ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES	05/07/2019 05/14/2019 05/16/2019 05/28/2019 05/28/2019	19470741 PO-190921 19472018 PO-190536 19472900 PO-190921 19474768 PO-190536 19474783 TC-190313	83.29 94.64 44.40 26.00 107.01	N N N N N
012084 SODEXO INC & AFFILIATES DEPT. 43283 LOS ANGELES, CA 90088-3283 (0) - 0 N	105,122.84	MARCH 2019 MEALS MARCH 2019 MEALS APRIL 2019 MEALS APRIL 2019 MEALS	05/07/2019 05/07/2019 05/30/2019 05/30/2019	19470749 PV-190617 19470749 PV-190617 19475542 PV-190674 19475542 PV-190674	52,199.91 11,020.10 8,031.18 33,871.65	N N N N
014643 SOLANO COUNTY DEPT. OF RESOURCE MANAGEMENT 675 TEXAS ST., SUITE 5500 FAIRFIELD, CA 94533-6341 (707) 784-6765 N	98.00	21191796 TRANS PERMIT 21191795 RVHS AG PERMITS 21191795 RVHS AG PERMITS	05/14/2019 05/21/2019 05/21/2019	19472038 PV-190644 19473576 PV-190662 19473576 PV-190662	49.00 24.50 24.50	N N N
012628 SOLANO COUNTY OFFICE OF EDUCATION 5100 BUSINESS CENTER DRIVE FAIRFIELD, CA 94534 (707) 399-4415 N	1,014.34	19-01988 TUPE GRANT	05/28/2019	19474778 PV-190671	1,014.34	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
012288 SOUZA, JENNIFER 717 TAMARACK DRIVE LODI, CA 95240	53.94	ISLE MILEAGE	05/07/2019	19470754	TC-190289	53.94	N
(0) - 0							N
011563 SPEARS, SHANAN 2436 MORAINA CIRCLE RANCHO CORDOVA, CA 95670	998.70	DHS AG SUPPLIES	05/14/2019	19472019	PO-191270	115.27	N
		DHS AG SUPPLIES	05/14/2019	19472019	PO-191270	115.27	N
		DHS AG REIMB CONF EXPENSES	05/21/2019	19473556	PO-191306	700.00	N
		DHS AG SUPPLIES	05/30/2019	19475536	PO-191270	34.08	N
(916) 744-1011		DHS AG SUPPLIES	05/30/2019	19475536	PO-191270	34.08	N
013310 SPLASH/ FOR EZ PROMOTIONS PO 5536 6301 SKYCREEK DRIVE ST 1 SACRAMENTO, CA 95828	912.79	190422 CMS TSHIRTS	05/21/2019	19473557	PO-191257	912.79	N
(916) 776-1627							N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	7,324.17	TRANS	05/16/2019	19472919	PV-190656	108.37	N
		DHW	05/16/2019	19472919	PV-190656	486.47	N
		RMS	05/16/2019	19472919	PV-190656	760.20	N
		DO	05/16/2019	19472919	PV-190656	55.55	N
(888) 400-2155		RVHS	05/16/2019	19472919	PV-190656	2,698.74	N
		STORAGE/PREPAID GAS	05/16/2019	19472919	PV-190656	222.09	N
		ISLE	05/16/2019	19472919	PV-190656	16.76	N
		DHS	05/16/2019	19472919	PV-190656	1,757.38	N
		ISLE	05/16/2019	19472919	PV-190656	898.68	N
		CMS CAFE	05/16/2019	19472921	PV-190656	319.93	N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	19,183.44	3410787213 DHW SUPPLIES	05/02/2019	19469603	PO-190218	105.07	N
		3410787211 DHW SUPPLIES	05/02/2019	19469603	PO-190218	4.24	N
		3410787212 DHW SUPPLIES	05/02/2019	19469603	PO-190218	19.32	N
		3410787208 DHW SUPPLIES	05/02/2019	19469603	PO-190218	94.13	N
(0) - 0		3410707210 DHW SUPPLIES	05/02/2019	19469603	PO-190218	3.19	N
		3410787209 DHW SUPPLIES	05/02/2019	19469603	PO-190218	3.09	N
		3411286029 DHW SUPPLIES	05/02/2019	19469603	PO-190220	25.72	N
		3410787214 DHW SUPPLIES	05/02/2019	19469603	PO-190220	84.36	N
		3411286030 DHW SUPPLIES	05/02/2019	19469603	PO-190220	62.27	N
		3410787215 DHW SUPPLIES	05/02/2019	19469603	PO-190220	64.84	N

3411286034	DHW SUPPLIES	05/02/2019	19469603	PO-190222	31.23	N
3411286031	DHW SUPPLIES	05/02/2019	19469603	PO-190222	31.12	N
3411286033	DHS SUPPLIES	05/02/2019	19469603	PO-190222	15.56	N
3410787216	DHW SUPPLIES	05/02/2019	19469603	PO-190222	141.22	N
3411090947	DHW SUPPLIES	05/02/2019	19469603	PO-190222	21.07	N
3411286032	DHW SUPPLIES	05/02/2019	19469603	PO-190222	21.94	N
3408823446	DHW SUPPLIES	05/02/2019	19469603	PO-190241	128.76	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3410787219 CMS SUPPLIES	05/02/2019	19469617 PO-190287	52.91	N
		3410787219 CMS SUPPLIES	05/02/2019	19469617 PO-190287	.18	N
		3410787219 CMS SUPPLIES	05/02/2019	19469617 PO-190287	.18-	N
		3410787218 CMS SUPPLIES	05/02/2019	19469617 PO-190287	27.57	N
		3410787218 CMS SUPPLIES	05/02/2019	19469617 PO-190287	.10	N
		3410787218 CMS SUPPLIES	05/02/2019	19469617 PO-190287	.10-	N
		3411286038 CMS SUPPLIES	05/02/2019	19469617 PO-190287	21.20	N
		3411286038 CMS SUPPLIES	05/02/2019	19469617 PO-190287	.07	N
		3411286038 CMS SUPPLIES	05/02/2019	19469617 PO-190287	.07-	N
		3410720924 ASP SUPPLIES	05/02/2019	19469617 PO-190519	472.26	N
		3410720924 ASP SUPPLIES	05/02/2019	19469617 PO-190519	1.64	N
		3410720924 ASP SUPPLIES	05/02/2019	19469617 PO-190519	1.64-	N
		3405746302 DHS AG SUPPLIES	05/02/2019	19469617 PO-190583	57.21	N
		3405746302 DHS AG SUPPLIES	05/02/2019	19469617 PO-190583	.20	N
		3405746302 DHS AG SUPPLIES	05/02/2019	19469617 PO-190583	.20-	N
		3405746302 DHS AG SUPPLIES	05/02/2019	19469617 PO-190583	57.22	N
		3405746302 DHS AG SUPPLIES	05/02/2019	19469617 PO-190583	.20	N
		3405746302 DHS AG SUPPLIES	05/02/2019	19469617 PO-190583	.20-	N
		3411421072 F5 SUPPLIES	05/02/2019	19469617 PO-191070	117.63	N
		3411421072 F5 SUPPLIES	05/02/2019	19469617 PO-191070	.41	N
		3411421072 F5 SUPPLIES	05/02/2019	19469617 PO-191070	.41-	N
		3411785986 F5 SUPPLIES	05/07/2019	19470742 PO-191191	1.30	N
		3411785986 F5 SUPPLIES	05/07/2019	19470742 PO-191191	1.30-	N
		3411721201 F5 SUPPLIES	05/07/2019	19470742 PO-191191	3,487.09	N
		3411721201 F5 SUPPLIES	05/07/2019	19470742 PO-191191	12.14	N
		3411721201 F5 SUPPLIES	05/07/2019	19470742 PO-191191	12.14-	N
		3411785986 F5 SUPPLIES	05/07/2019	19470742 PO-191191	373.10	N
		3411919925 DHW SUPPLIES	05/09/2019	19471362 PO-191176	1,587.48	N
		3411919926 DHW SUPPLIES	05/09/2019	19471362 PO-191176	65.10	N
		3411919924 HR SUPPLIES	05/16/2019	19472901 PO-190073	489.27	N
		3412679691 SUPT SUPPLIES	05/16/2019	19472909 PO-190130	176.48	N
		3412679692 SUPT SUPPLIES	05/16/2019	19472909 PO-190130	6.75	N
		3411785984 RDHS SUPPLIES	05/16/2019	19472901 PO-191058	225.45	N
		3412824931 ASP SUPPLIES	05/16/2019	19472909 PO-191228	1,021.78	N
		3412824931 ASP SUPPLIES	05/16/2019	19472909 PO-191228	3.56	N
		3412824931 ASP SUPPLIES	05/16/2019	19472909 PO-191228	3.56-	N
		3412679687 ASP SUPPLIES	05/21/2019	19473558 PO-191225	1.30-	N
		3412679687 ASP SUPPLIES	05/21/2019	19473558 PO-191225	1.30	N
		3412679687 ASP SUPPLIES	05/21/2019	19473558 PO-191225	373.76	N
		3412679688 ASP SUPPLIES	05/21/2019	19473571 PO-191228	3.81	N
		3412679688 ASP SUPPLIES	05/21/2019	19473571 PO-191228	3.81-	N
		3412679689 ASP SUPPLIES	05/21/2019	19473571 PO-191228	183.07	N
		3412679689 ASP SUPPLIES	05/21/2019	19473571 PO-191228	.64	N
		3412679689 ASP SUPPLIES	05/21/2019	19473571 PO-191228	.64-	N

3413425789	ASP	SUPPLIES	05/21/2019	19473571	PO-191228	1.90	N
3413425789	ASP	SUPPLIES	05/21/2019	19473571	PO-191228	1.90-	N
3413425788	ASP	SUPPLIES	05/21/2019	19473571	PO-191228	239.69	N
3412679688	ASP	SUPPLIES	05/21/2019	19473571	PO-191228	1,093.55	N
3413425788	ASP	SUPPLIES	05/21/2019	19473571	PO-191228	.83	N
3413425788	ASP	SUPPLIES	05/21/2019	19473571	PO-191228	.83-	N
3413425789	ASP	SUPPLIES	05/21/2019	19473571	PO-191228	547.37	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3413425791 ASP SUPPLIES	05/21/2019	19473571	PO-191245	612.60	N
		3413425791 ASP SUPPLIES	05/21/2019	19473571	PO-191245	2.13	N
		3413425791 ASP SUPPLIES	05/21/2019	19473571	PO-191245	2.13-	N
		3413425780 CBO SUPPLIES	05/23/2019	19474313	PO-190117	43.36	N
		3413990051 CBO SUPPLIES	05/23/2019	19474313	PO-190117	39.83	N
		3413425782 DHW SUPPLIES	05/23/2019	19474313	PO-190225	15.42	N
		3413425784 DHW SUPPLIES	05/23/2019	19474295	PO-190228	224.52	N
		3413355160 DHW SUPPLIES	05/23/2019	19474295	PO-190229	22.13	N
		3413425785 DHW SUPPLIES	05/23/2019	19474295	PO-190229	83.72	N
		3414335175 DHW SUPPLIES	05/23/2019	19474295	PO-190231	877.62	N
		3413425786 DHW SUPPLIES	05/23/2019	19474295	PO-190231	60.04	N
		3413778341 DHW SUPPLIES	05/23/2019	19474295	PO-190231	369.34	N
		3413778340 DHW SUPPLIES	05/23/2019	19474295	PO-190231	22.68	N
		3411635238 ED SV SUPPLIES	05/23/2019	19474313	PO-191111	22.15	N
		3411286037 ED SV SUPPLIES	05/23/2019	19474313	PO-191111	464.35	N
		3411213863 ED SV SUPPLIES	05/23/2019	19474313	PO-191111	40.64	N
		3413355161 DHW KINDER SUPPLIES	05/23/2019	19474313	PO-191174	90.61	N
		3413778344 DHW KINDER SUPPLIES	05/23/2019	19474313	PO-191174	143.31	N
		3413425787 DHW KINDER SUPPLIES	05/23/2019	19474313	PO-191174	564.53	N
		3413990053 DHW SUPPLIES	05/28/2019	19474760	PO-190225	98.16	N
		3413990052 DHW SUPPLIES	05/28/2019	19474760	PO-190225	23.98	N
		3413990054 DHW SUPPLIES	05/28/2019	19474760	PO-190225	45.17	N
		3413990064 CMS SUPPLIES	05/28/2019	19474769	PO-190287	.30	N
		3413990064 CMS SUPPLIES	05/28/2019	19474769	PO-190287	.30-	N
		341399063 CMS SUPPLIES	05/28/2019	19474769	PO-190287	.18-	N
		3413778349 CMS SUPPLIES	05/28/2019	19474769	PO-190287	.33	N
		3413778349 CMS SUPPLIES	05/28/2019	19474769	PO-190287	.33-	N
		3413990064 CMS SUPPLIES	05/28/2019	19474769	PO-190287	85.78	N
		341399063 CMS SUPPLIES	05/28/2019	19474769	PO-190287	51.24	N
		341399063 CMS SUPPLIES	05/28/2019	19474769	PO-190287	.18	N
		3413778349 CMS SUPPLIES	05/28/2019	19474769	PO-190287	94.58	N
		3412679685 WIND RIVER SUPPLIES	05/28/2019	19474773	PO-190408	23.56	N
		3412679684 WIND RIVER SUPPLIES	05/28/2019	19474773	PO-190408	23.56	N
		3411785983 WIND RIVER SUPPLIES	05/28/2019	19474773	PO-190408	62.29	N
		3414054893 RDHS SUPPLIES	05/28/2019	19474760	PO-190433	67.97	N
		3414054893 RDHS SUPPLIES	05/28/2019	19474760	PO-190433	.24	N
		3414054893 RDHS SUPPLIES	05/28/2019	19474760	PO-190433	.24-	N
		3412679690 ASP SUPPLIES	05/28/2019	19474760	PO-191233	8.53	N
		3412679690 ASP SUPPLIES	05/28/2019	19474760	PO-191233	8.53-	N
		3413270241 ASP SUPPLIES	05/28/2019	19474760	PO-191233	1.12	N
		3413425790 ASP SUPPLIES	05/28/2019	19474760	PO-191233	.83-	N
		3413425790 ASP SUPPLIES	05/28/2019	19474760	PO-191233	.83	N
		3413270241 ASP SUPPLIES	05/28/2019	19474760	PO-191233	1.12-	N
		3413270241 ASP SUPPLIES	05/28/2019	19474760	PO-191233	323.24	N

3412679690	ASP SUPPLIES	05/28/2019	19474760	PO-191233	2,450.00	N
3413425790	ASP SUPPLIES	05/28/2019	19474760	PO-191233	239.69	N
3408609607	DHW SUPPLIES	05/30/2019	19475537	PO-190223	25.59	N
3411090948	SP ED SUPPLIES	05/30/2019	19475537	PO-191056	100.22	N
3410563137	SP ED TONER	05/30/2019	19475537	PO-191080	114.62	N
3410563138	SP ED SUPPLIES	05/30/2019	19475537	PO-191094	123.87	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	260.00	365321 FINGERPRINTING 371378 HR FINGERPRINTING	05/02/2019 05/14/2019	19469632 PV-190609 19472039 PV-190645	130.00 130.00	N N
(0) - 0						N
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571	1,233.65	TRANS SUPPLIES	05/16/2019	19472920 PV-190657	1,233.65	N
(707) 374-5567						N
014075 STROM, JENNIFER PO BOX 733 ISLETON, CA 95641	45.45	RMS SUPPLIES	05/28/2019	19474784 TC-190314	45.45	N
(0) - 0						N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056	5,458.87	484627740 DHW SUPPLIES 486168966 DHS SUPPLIES 485004147 ISLE SUPPLIES 483521779 DHW SUPPLIES 483518775 RVHS SUPPLIES 483521787 TRANS SUPPLIES 485216618 TRANS SUPPLIES 484627757 TRANS SUPPLIES 486951007 RMS SUPPLIES 486135387 RMS SUPPLIES 487836934 DHS SUPPLIES 486950991 RVHS SUPPLIES 486135379 RVHS SUPPLIES 488062399 RVHS SUPPLIES 486950983 DHW SUPPLIES 481033058 DHS CREDIT 486642796 DHW SUPPLIES 489306001 CAFE SUPPLIES 489305961 DHW SUPPLIES 488062381 DHW SUPPLIES 489565630 ISLE SUPPLIES 489305987 ISLE SUPPLIES	05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/02/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/14/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019	19469618 PO-190034 19469618 PO-190034 19469618 PO-190034 19469618 PO-190034 19469618 PO-190034 19469618 PO-190111 19469618 PO-190111 19469618 PO-190111 19472020 PO-190034 19472020 PO-190034 19472020 PO-190034 19472020 PO-190034 19472020 PO-190034 19472020 PO-190034 19472020 PO-190034 19472020 PO-190034 19472042 PV-190648 19472910 PO-190034 19472910 PO-190034 19472910 PO-190034	19.86 748.45 189.82 10.79 32.96 264.81 6.35 94.55 319.82 13.73 35.62 293.64 20.60 50.74 217.11 100.12 29.95 70.93 34.46 190.93 536.59 14.34	N N
(877) 577-1114						N

489305953	DHW SUPPLIES	05/16/2019	19472910	PO-190034	23.96	N
489305995	ISLE SUPPLIES	05/16/2019	19472910	PO-190034	18.07	N
489305979	ISLE SUPPLIES	05/16/2019	19472910	PO-190034	24.10	N
490256815	DHS SUPPLIES	05/28/2019	19474770	PO-190034	462.71	N
292640933	DHW SUPPLIES	05/28/2019	19474770	PO-190034	18.99	N
490249984	DHW SUPPLIES	05/28/2019	19474770	PO-190034	761.21	N
492640941	DHW SUPPLIES	05/28/2019	19474770	PO-190034	239.01	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013947 SUPPLY WORKS (Continued...)		492406764 ISLE SUPPLIES	05/28/2019	19474770 PO-190034	810.74	N
		483267027 TRANS SUPPLIES	05/28/2019	19474770 PO-190111	4.15	N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680	440.31	RVHS SUPPLIES	05/14/2019	19472021 PO-190918	323.53	N
		RVHS SUPPLIES	05/28/2019	19474771 PO-190918	116.78	N
						N
014053 TARGET SPECIALTY PRODUCTS 524 GALVENSTON ROAD WEST SACRAMENTO, CA 95691 (916) 374-9900	567.78	PI0952801 MAINT SUPPLIES	05/02/2019	19469619 PO-190165	567.78	N
						N
014741 TINGEY, JOSIAH 826 ELM WAY RIO VISTA, CA 94571 (0) - 0	119.46	RMS SUPPLIES	05/28/2019	19474772 PO-190915	71.68	N
		RMS SUPPLIES	05/28/2019	19474772 PO-190915	47.78	N
						N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877	2,634.69	RVHS	05/14/2019	19472040 PV-190646	1,152.47	N
		DO	05/14/2019	19472040 PV-190646	335.24	N
		DHS	05/14/2019	19472040 PV-190646	1,146.98	N
						N
011930 TRANE PARTS CENTERS 4145 DEL MAR AVENUE ROCKLIN, CA 95677 (0) - 0	2,933.88	6192576 MAINT SUPPLIES	05/23/2019	19474314 PO-190168	2,933.88	N
						N
012705 TROXELL COMMUNICATIONS INC 4830 S 38TH STREET PHOENIX, AZ 85040 (916) 253-3323	4,162.16	172451 DHS PROJECTORS	05/14/2019	19471998 PO-191100	548.05	N
		172451 DHS PROJECTORS	05/14/2019	19471998 PO-191100	548.05	N
		174065 CMS/DHS SUPPLIES	05/23/2019	19474296 PO-191213	1,533.03	N
		174065 CMS/DHS SUPPLIES	05/23/2019	19474296 PO-191213	1,533.03	N
						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0 N	10,761.59	APRIL 2019 GASB 45	05/07/2019	19470747 PV-190615	10,761.59	N
012479 ULINE 2200 S LAKESIDE DRIVE WAUKEGAN, IL 60085 (800) 295-5510 N	476.80	107808584 WG SUPPLIES 107808499 WG SUPPLIES	05/14/2019 05/14/2019	19471999 PO-191142 19471999 PO-191142	125.78 351.02	N N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328 (0) - 0 N	186.55	DO SHIPPING DO SHIPPING DO SHIPPING	05/09/2019 05/09/2019 05/14/2019	19471374 PV-190628 19471374 PV-190628 19472041 PV-190647	64.73 83.54 38.28	N N N
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258 (800) 328-5371 N	1,052.44	383756459 RVHS LEASE 383756459 RVHS LEASE 384909628 DHW LEASE 384909628 WIND RIVER LEASE	05/09/2019 05/09/2019 05/23/2019 05/23/2019	19471363 PO-190062 19471363 PO-190062 19474297 PO-190211 19474299 PO-190211	162.19 162.19 237.38 490.68	N N N N
013657 USLAN, LAURA PO BOX 1128 WALNUT GROVE, CA 95690 (0) - 0 N	1,147.73	CMS SUPPLIES DHS SUPPLIES	05/21/2019 05/21/2019	19473559 PO-191267 19473559 PO-191267	573.87 573.86	N N
013840 VALLEY POWER SYSTEMS NORTH INC DEPT. 34677 PO BOX 39000 SAN FRANCISCO, CA 94139 (916) 372-5078 N	40,185.71	J30913/J30944 TRANS ENGINE	05/21/2019	19473560 PO-191326	40,185.71	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013760 VEIRS, RANDALL 523 BARTLETT AVE WOODLAND, CA 95695	180.96	DHS MILEAGE	05/30/2019	19475543 TC-190317	180.96	N
(0) - 0		N				
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	3,168.54	DHW ADMIN	05/02/2019	19469633 PV-190610	72.69	7
		NURSE	05/07/2019	19470748 PV-190616	53.99	7
		ASP	05/07/2019	19470748 PV-190616	71.99	7
		CMS CUST	05/07/2019	19470748 PV-190616	53.99	7
() -		Y VERIZON WIRELE	05/07/2019	19470748 PV-190616	.18	7
		ISLE SFTY	05/07/2019	19470748 PV-190616	53.99	7
		ISLE ADMIN	05/07/2019	19470748 PV-190616	267.19	7
		SP ED	05/07/2019	19470748 PV-190616	340.14	7
		MAINT	05/07/2019	19470748 PV-190616	107.98	7
		DHW CUST	05/07/2019	19470748 PV-190616	161.97	7
		RVHS CUST	05/07/2019	19470748 PV-190616	71.99	7
		ASP	05/07/2019	19470748 PV-190616	53.99	7
		RVHS SFTY	05/07/2019	19470748 PV-190616	53.99	7
		SP ED	05/07/2019	19470748 PV-190616	72.00	7
		NURSE	05/07/2019	19470748 PV-190616	107.98	7
		ASP	05/07/2019	19470748 PV-190616	.18	7
		DHS CUST	05/07/2019	19470748 PV-190616	54.17	7
		DHS SFTY	05/07/2019	19470748 PV-190616	107.98	7
		DO SFTY	05/07/2019	19470748 PV-190616	.18	7
		RVHS ADMIN	05/07/2019	19470748 PV-190616	53.99	7
		WG SFTY	05/07/2019	19470748 PV-190616	107.98	7
		WG CUST	05/07/2019	19470748 PV-190616	3.77	7
		BATES CUST	05/07/2019	19470748 PV-190616	10.80	7
		TRANS	05/07/2019	19470748 PV-190616	130.67	7
		OPERATIONS	05/07/2019	19470748 PV-190616	.18	7
		ED SV	05/07/2019	19470748 PV-190616	53.99	7
		RMS SFTY	05/07/2019	19470748 PV-190616	53.99	7
		RMS ADMIN	05/07/2019	19470748 PV-190616	53.99	7
		BATES ADMIN	05/07/2019	19470748 PV-190616	248.65	7
		COUNSELORS	05/07/2019	19470748 PV-190616	53.99	7
		ED SV	05/07/2019	19470748 PV-190616	53.99	7
		GARDENERS	05/07/2019	19470748 PV-190616	161.97	7
		ISLE CUST	05/07/2019	19470748 PV-190616	53.99	7
		TRANS	05/07/2019	19470748 PV-190616	239.17	7
		BEHAVORIST	05/07/2019	19470748 PV-190616	53.99	7
		SP ED	05/07/2019	19470748 PV-190616	53.99	7
		RMS CUST	05/07/2019	19470748 PV-190616	53.99	7
		DHW SFTY	05/07/2019	19470748 PV-190616	.18	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000679 WARREN E GOMES EXCAVATING INC P.O. BOX 369 RIO VISTA, CA 94571 (707) 374-2881	7,398.75	2311/2318 MAINT STADIUM REPAIR	05/23/2019	19474298 PO-191172	7,398.75	N
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612 (916) 744-1667	225.76	16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES 16773 DHS AG SUPPLIES	05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/16/2019 05/30/2019 05/30/2019 05/30/2019 05/30/2019 05/30/2019 05/30/2019	19472911 PO-190582 19472911 PO-190582 19472911 PO-190582 19472911 PO-190582 19472911 PO-190582 19475538 PO-190582 19475538 PO-190582 19475538 PO-190582 19475538 PO-190582 19475538 PO-190582 19475538 PO-190582	34.94 2.84 2.84 2.84 34.94 77.94 6.33 6.33 6.33 77.94 6.33	7 N N N 7 7 N N N 7 N
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	1,866.58	DHS WASTE SERV DHS WASTE SERV	05/09/2019 05/09/2019	19471375 PV-190629 19471375 PV-190629	735.95 1,130.63	N N
012247 WELLS FARGO BANK WF 8113 P.O. BOX 1450 MINNEAPOLIS, MN 55485-8113 (0) - 0	450.00	1697194 SFID #2CAB	05/14/2019	19472043 PV-190649	450.00	N
013323 WEST ED 730 HARRISON STREET SAN FRANCISCO, CA 94107 (888) 293-7833	23,400.00	19-1243 ED SV CONF 19-1243 ED SV CONF 19-1243 ED SV CONF 19-1243 ED SV CONF 19-1243 ED SV CONF 19-1470 PROF SERVICES 19-1470 ED SV PROF SERV 19-1470 ED SV PROF SERV	05/07/2019 05/07/2019 05/07/2019 05/07/2019 05/07/2019 05/28/2019 05/28/2019 05/28/2019	19470730 PO-191218 19470730 PO-191218 19470730 PO-191218 19470730 PO-191218 19470730 PO-191218 19474761 PO-190573 19474761 PO-190573 19474761 PO-190573	1,100.00 405.00 1,100.00 1,100.00 695.00 14,000.00 2,500.00 2,500.00	N N N N N N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000 N	3,747.84	DHW PORTABLE RMS PORTABLE RMS PORTABLE RVHS PORTABLE	05/07/2019 05/07/2019 05/07/2019 05/07/2019	19470750 PV-190618 19470750 PV-190618 19470750 PV-190618 19470750 PV-190618	936.96 936.96 936.96 936.96	N N N N
010992 WOMACK, DAVID 8608 GARNET CREST CT ELK GROVE, CA 95624 (916) 685-1440 Y	216.00	1164 MAINT REPAIRS	05/02/2019	19469621 PO-190393	216.00	7
012493 WOODCRAFT 9523 FOLSOM BLVD SACRAMENTO, CA 95827 (916) 362-9664 N	3,445.79	503379 CTEIG SUPPLIES 504399 CTEIG SUPPLIES	05/07/2019 05/30/2019	19470731 PO-191220 19475539 PO-191043	203.12 3,242.67	N N
014750 WORLD OF WONDERS 2 N SACRAMENTO ST LODI, CA 95240 (209) 368-0969 N	691.00	801 MIG ED SMR SCL PRESENTATION 802 MIG ED SMR SCL PRESENTATION	05/21/2019 05/21/2019	19473561 PO-191328 19473561 PO-191328	300.50 390.50	N N
014388 WPS PUBLISH 625 ALASKA AVENUE TORRANCE, CA 90503-5124 (800) 648-8857 N	142.74	262949 SP ED SUPPLIES	05/14/2019	19472001 PO-191258	142.74	N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571 (0) - 0 N	1,317.34	ED SV MILEAGE ED SV CONF REIMB	05/14/2019 05/16/2019	19472053 TC-190300 19472922 TC-190301	1,179.72 137.62	N N
000585 WRIGHT, STEVE 400 S FRONT STREET	301.35	ED SV CONF REIMB ED SV MILEAGE	05/14/2019 05/28/2019	19472054 TC-190299 19474785 TC-190315	77.47 73.88	N N

RIO VISTA, CA 94571

ED SV MILEAGE

05/28/2019 19474785 TC-190315

150.00 N

(0) - 0 N

091 RIVER DELTA UNIFIED
MAY 2019 EXPENDITURES

Vendor Activity
05/01/2019 - 05/31/2019

J64927 VE0320 L.00.03 06/04/19 PAGE 40

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014706 ZOOM IMAGING SOLUTION 200 S. HARDING BLVD ROSEVILLE, CA 95678	1,041.15	2087974 WIND RIVER MAINT CONT 2096255 WIND RIVER MAINT CONTR	05/14/2019 05/23/2019	19472022 PO-190210 19474316 PO-190210	411.61 629.54	N N
(916) 369-6526						N
District total:	901,770.60					
Report total:	901,770.60					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.4

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Sara Hall, a Board Certified Behavioral Analyst, for the 2019-2020 school year at a cost not to exceed \$30,000.

BACKGROUND:

This is a renewal contract. Sara Hall provides functional behavior assessments and develops behavior intervention plans for district students. She has provided behavioral services for our district for one year.

STATUS:

The 2018-2019 contract was \$30,000. The 2019-2020 contract is not to exceed \$30,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$30,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Sara Hall, BCBA, for the 2019-2020 school year at a cost not to exceed \$30,000.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Sara M. Hall, M.A., BCBA, 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, 2019 through June 30, 2020. 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 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows: **To provide functional behavior assessments and behavior intervention plans for district students.**

2. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$ 100 per day week month year or per X hour
OR
for a total cost not to exceed \$ 30,000.

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.

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. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
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.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Sara M. Hall, M.A., BCBA

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 _____

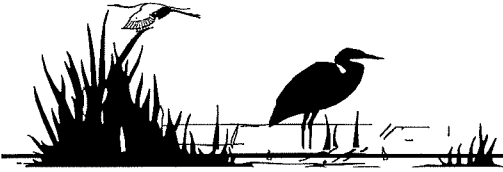
Signature (Contractor/Consultant Authorized Representative)

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.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Sara M. Hall, M.A., BCBA

To the fullest extent permitted by law, _____, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of 9+subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

1/14/08

Creating Excellence To Ensure That All Students Learn



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

www.riverdelta.k12.ca.us

CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

Creating Excellence To Ensure That All Students Learn

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

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

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative
Address, Email & Phone: _____

Company Name

1/14/08

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.5

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the Professional Expert Agreement with Jeff Simpson to provide speech therapy services at a cost not to exceed \$10,000 for the 2019-2020 school year.

BACKGROUND:

Jeff Simpson has provided speech therapy services and assessments for our district students for the past 18 years.

STATUS:

Jeff Simpson will provide speech therapy services and assessments for our preschool and bilingual students for the 2019-2020 school year. The 2018-2019 contract was \$40,000. The 2019-2020 contract is not to exceed \$10,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$10,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Professional Expert Agreement with Jeff Simpson to provide speech therapy services at a cost not to exceed \$10,000 for the 2019-2020 school year

Time allocated: 3 minutes

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, 2019 to: June 30, 2020.

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

Amount to be paid:

Budget # 6500 \$ 10,000

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 \$10,000.

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, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.6

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Hand-in-Hand Therapeutics for the 2019-2020 school year at a cost not to exceed \$45,000.

BACKGROUND:

Hand-in-Hand Therapeutics has provided occupational therapy services and assessments for our district students for the five years.

STATUS:

This is a renewal contract. The 2018-2019 contract was \$45,000. The 2019-2020 contract is not to exceed \$45,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$45,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Hand-in-Hand Therapeutics for the 2019-2020 school year at a cost not to exceed \$45,000.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and 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, 2019 through June 30, 2020. 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 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

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

2. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$ 100 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.

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. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
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.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Hand in Hand Therapeutics

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 _____

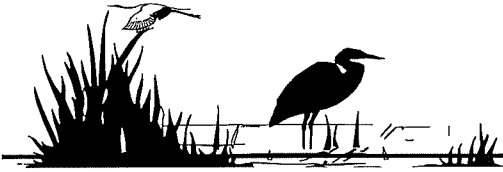
Signature (Contractor/Consultant Authorized Representative)

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.

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RIVER DELTA UNIFIED SCHOOL DISTRICT

**445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995**

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Hand in Hand Therapeutics

To the fullest extent permitted by law, _____,
(Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of 9+subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

1/14/08

Creating Excellence To Ensure That All Students Learn

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



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445 Montezuma Street

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CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

Creating Excellence To Ensure That All Students Learn

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

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

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative
Address, Email & Phone: _____

Company Name

1/14/08

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.7

Type of item: (Action, Consent Action or Information Only): Consent Aciton

SUBJECT:

Request to approve the Professional Expert Agreement with Linda Mitchell for Adapted Physical Education Services for the 2019-2020 school year at a cost not to exceed \$1,000.

BACKGROUND:

This is a renewal contract. Linda Mitchell has provided Adaptive Physical Education services for our district special education students for the past several years.

STATUS:

Linda Mitchell will continue providing Adaptive Physical Education services for the 2019-2020 school year. The 2018-2019 contract was 5,000. The 2019-2020 contract is not to exceed \$1,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$1,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Professional Expert Agreement with Linda Mitchell for Adapted Physical Education Services for the 2019-2020 school year at a cost not to exceed \$1,000.

Time allocated: 3 minutes

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, 2019 to: June 30, 2020.

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:
\$30.00 per hour. Contract not to exceed \$1,000.

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, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.8

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Meladee McCarty to provide Program Specialist services for the 2019-2020 school year at a cost not to exceed \$10,000.

BACKGROUND:

Meladee McCarty has provided Program Specialist services to the River Delta Unified School District for the over 20 years. 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.

STATUS:

This is a renewal contract. The 2018-2019 contract was \$5,000. The 2019-2020 contract is not to exceed \$10,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$10,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Meladee McCarty to provide Program Specialist services for the 2019-2020 school year at a cost not to exceed \$10,000.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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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:

1. TERM: The term of this agreement is from July 1, 2019 through June 30, 2020. 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 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows: 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:
\$ 40 per day week month year or per X hour
OR
for a total cost not to exceed \$ 10,000.

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.

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. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
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.

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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.

Independent Contractor Agreement

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.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Meladee McCarty

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 _____

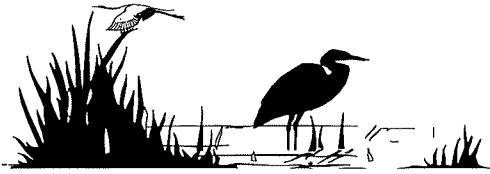
Signature (Contractor/Consultant Authorized Representative)

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.

Creating Excellence To Ensure That All Students Learn



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Meladee McCarty

To the fullest extent permitted by law, _____, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of 9+subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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

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

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

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

Signature of Authorized Representative

Date Signed

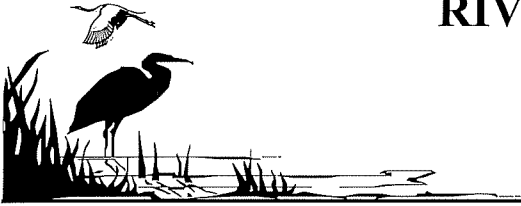
Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

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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 |
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CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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Bates School
Clarksburg Middle

Isleton School
Riverview Middle
River Delta High/Elementary School

Walnut Grove School
D.H. White Elementary
River Delta Community Day School.....Delta Elementary Charter School

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

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

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

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative
Address, Email & Phone: _____

Company Name

1/14/08

Creating Excellence To Ensure That All Students Learn

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.9

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Hanoch McCarty for the 2019-2020 school year at a cost not to exceed \$10,000.

BACKGROUND:

This is a renewal contract. Hanoch McCarty provides assistive technology services and assessments for district students. He has provided services for one full year.

STATUS:

The 2018-2019 contract was \$10,000. The 2019-2020 contract is not to exceed \$10,000.

PRESENTER: Kathy Wright, Director of Educational Services

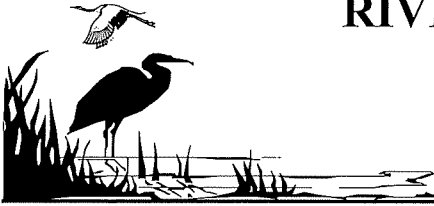
OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$10,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Hanoch McCarty for the 2019-2020 school year at a cost not to exceed \$10,000.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Hanoch McCarty, 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, 2019 through June 30, 2020. 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 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows: To provide assistive technology services for district students.

2. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$ 100 per day week month year or per X hour
OR
for a total cost not to exceed \$ 10,000.

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.

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. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
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.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Hanoch McCarty

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 _____

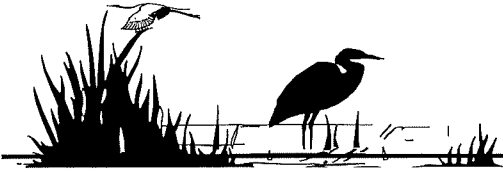
Signature (Contractor/Consultant Authorized Representative)

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.

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RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Hanoch McCarty

To the fullest extent permitted by law, _____, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of 9+subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

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

445 Montezuma Street

Rio Vista, California 94571-1651

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

www.riverdelta.k12.ca.us

CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative
Address, Email & Phone:

Company Name

1/14/08

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.10

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed.,J.D. for the 2019-2020 school year at a cost not to exceed \$3,000.

BACKGROUND:

This is a renewal contract. Elaine Talley serves as a non-bias facilitator for IEP meetings. She has been serving the district for two years. T

STATUS:

The 2018-2019 contract was \$2,000. The 2019-2020 contract is not to exceed \$3,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$3,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed.,J.D. for the 2019-2020 school year at a cost not to exceed \$3,000.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

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

1. TERM: The term of this agreement is from July 1, 2019 through June 30, 2020. 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 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows: To mediate and/or facilitate IEP meetings.

2. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:
\$ 145.00 per day week month year or per X hour
OR
for a total cost not to exceed \$ 3,000.

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.

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. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
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.

Independent Contractor Agreement

Page 2

6. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all applicable federal, state and local laws, rules,

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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.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Elaine H. Talley, M.Ed., J.D.

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 _____

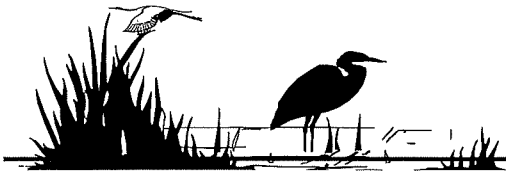
Signature (Contractor/Consultant Authorized Representative)

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.

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RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Elaine H. Talley, M.Ed., J.D.

To the fullest extent permitted by law, _____, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of 9+subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

1/14/08

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Clarksburg Middle

Isleton School
Riverview Middle
River Delta High/Elementary School

Walnut Grove School
D.H. White Elementary
River Delta Community Day School.....Delta Elementary Charter School

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

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

www.riverdelta.k12.ca.us

CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

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Bates School
Clarksburg Elementary

Isleton School
Riverview School
River Delta High/Elementary School

Walnut Grove School
D.H. White Elementary
River Delta Community Day School.....Delta Elementary Charter School

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

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

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

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

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

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

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

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative
Address, Email & Phone: _____

Company Name

1/14/08

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Numbers: 10.11

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the Delta High, Clarksburg Middle, Riverview Middle, Isleton Elementary and Walnut Grove Elementary Schools Single Plans for Student Achievement for the 2019-2020 school year.

BACKGROUND:

Delta High, Clarksburg Middle, Riverview Middle, Isleton Elementary and Walnut Grove Elementary have met with their School Site Councils (SSC) and have the attached plans for the 2019-2020 school year approved.

STATUS:

Educational Services has reviewed Delta High, Clarksburg Middle, Riverview Middle, Isleton Elementary and Walnut Grove Elementary Schools SPSAs and recommends them for Board approval.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approve the Single Plans for Student Achievement (SPSA) as presented.

Time allocated: 25 minutes

SPSA 2019-20

SCHOOL PLAN FOR STUDENT ACHIEVEMENT



River Delta Joint Unified District Clarksburg Middle



River Delta Joint Unified District Delta High

Local Board Approval Date: 06/11/2019

Schoolsite Council (SSC) Approval Date: 04/29/2019

CDS Code: 34674135731708

Principal: Laura Uslan, Principat

Superintendent: Don Beno

Address: 52810 Netherlands Ave.
Clarksburg, CA 95612-0100

Phone: (916) 744-1714

Email: luslan@rdusd.org

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





PURPOSE AND DESCRIPTION

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

The purpose of this plan is Targeted Support and Improvement, based on analysis of data.

Targeted subgroups for Clarksburg Middle School in Mathematics are English Learners (EL), Hispanic students, and socioeconomically disadvantaged students (SED). Targeted subgroups for Clarksburg Middle School regarding suspension data are white students.

Delta High School did not have identified student groups that met the Targeted Support Improvement criteria.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

ESSA requirements will be met by ongoing review of the SPSA and related student performance data by the SSC and the CMS/DHS staff. Targeted improvement strategies to meet noted subgroups have been included in the SPSA goals and actions.



STAKEHOLDER INVOLVEMENT

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update.

The SPSA was reviewed throughout the school year by the joint CMS and DHS School Site Council (SSC) at meetings on 9/10/18, 10/1/18, 11/5/18, 12/3/18, 2/4/19, 3/11/19 and 4/8/19. The draft SPSA, with designated improvements based on council discussion and input, was approved at a meeting on 4/29/19.

Throughout the year, reports from the SSC are given at Staff Meetings, ELAC, and Heavenly Booster meetings to assure input from all stakeholders. SBAC, MAP and other assessment data is utilized to inform all committees of student performance indicators.



RESOURCE INEQUITIES

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

No resource inequities noted.

Goals, Strategies, Expenditures, & Annual Review

» GOAL 1

Goal Area: LCAP Priority 1 - Basic Services

Goal Title: Maintain facilities, equipment, and materials that support student achievement

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

Identified Need:

Goal Statement:

Students at Clarksburg Middle School and Delta High School will be provided with safe facilities, equipment, technology, and instructional materials to meet their educational and extra-curricular needs.

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

Purchase orders from previous school year
 Teacher requests for instructional materials
 Course enrollment data
 Observation and walk-throughs of site classrooms and facilities
 Technology surveys of staff and work orders to district technology vendor
 Parent, staff, and student surveys

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

Organization of Purchase Orders (POs) into binders in the main offices
 Completed work orders with Maintenance Direct and DataPath (technology vendor)
 Observational data of facilities and grounds

Strategy:

Work with SSC, instructional staff, Booster groups, and community to determine needs and plan for ordering and completion of work.

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

Clarksburg Middle School and Delta High School students need instructional materials and supplies to meet their educational needs each school year. Facilities, equipment, and technology are aging and, in many cases, in need of repair and/or replacement.

STRATEGY/ACTIVITY 1

Strategy Title: Purchase instructional materials and supplies to support student achievement

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Purchase Student Planners for each student at CMS and DHS
 Create open purchase orders to maintain instructional materials needed (paper, composition books, folders, pencils, etc).
 Purchase other materials, at teacher request, to support instruction in our classrooms
 Work with the District Office to select and purchase updated textbooks, per the adoption cycle
 Receive additional sets of Chrome Books for both DHS and CMS campuses (bringing total number of full sets of 36 on site to 7 and small sets of 15 to 4, or 312 total Chrome Books)
 Work with Datapath to maintain, update, and service all technology on campus; find funding to replace desktop computers in labs and classrooms
 Maintain copiers/RISO in working order for staff use

Measures:

Daily usage of Student Planner in every classroom
 Teachers reporting that students have the instructional materials necessary to learn
 Utilization of open purchase orders throughout the year
 Chrome Book usage and calendar

People Assigned:

Principal
 Teachers
 Secretarial staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Student Planners/DHS \$1500, CMS \$1000	\$2,500.00
Site Supplemental and Concentration	Open POs for Instructional materials, CMS \$7968	\$6,519.00
Discretionary	Open POs for instructional materials, DHS \$2500, CMS \$6000	\$8,500.00

STRATEGY/ACTIVITY 2

Strategy Title: Maintain and improve campus facilities and grounds

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
 Communicate maintenance needs to site custodians and district maintenance staff through Maintenance Direct work orders
 Work with Student Government at both CMS and DHS on projects to beautify our campus for student enjoyment as well as consistent implementation of recycling program for all classrooms and the cafeteria
 Work with Booster and community groups to address athletic facility needs (Dick Dichiara Stadium, track, baseball field, and re-creation of a softball diamond)
 Assure proper "lock down" supplies and supports in all classes (working phones, intercom, door locks, window blinds, etc).

Measures:
 Completion of Maintenance Direct work orders
 Completion of projects and installation of new equipment or facilities

People Assigned:
 Principal
 Custodial Staff
 Heavenly Boosters
 Student Leadership groups
 Coaches
 Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	DHS security and improvement projects	\$1,000.00
Discretionary	Supplies for emergency drills and improvement projects/CMS	\$1,000.00

STRATEGY/ACTIVITY 3

Strategy Title: Purchase, lease, and maintain equipment and technology for student and staff usage

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Update and pay for maintenance agreements for copy machines, RISO machines, and office/classroom printers
 Participate in District Technology Plan implementation
 Continue to acquire updated laptop computers for teachers to utilize in instruction
 Repair and replace Computer Lab stations to 32 in DHS computer lab to assure student access to technology at school
 Seek funding for replacement of Digital Media computer stations
 Maintain document cameras and projectors for instructional use (bulbs, repair, etc.)
 Repair existing "SmartBoards" for use in classrooms and provide training to teachers
 Utilize Chrome Book carts in classrooms at both CMS and DHS

Measures:

Working machinery and technology for staff and student use
 Equipment/technology inventory

People Assigned:

Principal
 Vice Principal
 Teachers
 Office staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Document camera/projector repair ~ \$500 CMS/\$500 DHS	\$1,000.00
Discretionary	Lease contracts for copiers, RISO, printers~\$11000 DHS, \$8500 CMS	\$19,500.00
Discretionary	Replacement of teacher laptops and desktop computers, ~ \$1700 DHS, \$3000CMS	\$4,700.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Site administrators and office staff work with instructors to determine needs for instructional materials. Purchase orders are created to purchase needed materials. Equipment needed to support instruction is leased annually. Technology needs are also assessed and purchased, when budget allows. Site custodial and maintenance staff assist in determining campus facility improvement projects and needs for emergency materials.

Overall, our practices are effective in securing the materials and equipment necessary to maintain instruction for the length of the school year.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

No major differences occurred.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Budget has been slightly adjusted for new allocation, including a small increase to purchase needed teacher laptops.

» GOAL 2

Goal Area: LCAP Priority 2 - Implementation of State Standards

Goal Title: Implement Common Core 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.

Identified Need:

Goal Statement:

Teaching staff will implement Common Core State Standards in all core subject areas (English Language Arts, Mathematics, Social Studies, Science, and ELD). All staff will participate in ongoing training through the district on Common Core implementation.

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

Training agendas and professional development plan for 2018-19.

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

Classroom observations by administration
Peer teacher observations
Attendance at district trainings
Continued discussion and training at site Staff Meetings

Strategy:

Support ongoing professional development for all staff in Common Core State Standards
Focus classroom visitations on the implementation of Common Core State Standards for all core subject areas

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

All teachers have received training in implementation of Common Core State Standards, ELD standards, and NGSS.
Ongoing training and materials are needed for all staff to continue full implementation of standards.

STRATEGY/ACTIVITY 1

Strategy Title: Participate in ongoing professional development to enhance expertise in Common Core State Standards

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Utilize pre-service days and Staff Meeting time for further training in CCSS, with emphasis on academic vocabulary, critical reading, and academic conversations in all subject areas

Utilize pre-service days and Staff Meeting time to further prepare all teachers for continued refinement of effective teaching during "block" periods

Provide staff collaboration time by grade level or subject area to work on CCSS implementation and refinement

Assign interested staff members to attend trainings at SCOE, CABE, EMITS, and other conference opportunities

Assign staff members to participate in district level trainings on CCSS, NGSS, and new Science adopted curriculum

Assign staff members to participate in district Curriculum Committees and adoption committees throughout the year

Participate in "Book Study" groups to support student success in CCSS and other areas to support student success

Measures:

Staff attendance at trainings and staff meetings

Staff participation in district Curriculum Committees

Staff "Book Study" group conversations

People Assigned:

Principal

Vice Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Book Study materials ~ CMS \$500	\$500.00
Site Supplemental and Concentration	Staff development in CCSS ~ DHS \$1000, CMS \$2000	\$3,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Provide support materials for Common Core State Standard implementation

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Explore additional materials needed for CCSS implementation
 Purchase materials identified by staff to support CCSS implementation
 Receive new textbook adoptions in all Science courses

Measures:

Ability to access and order needed materials, if identified.

People Assigned:

Principal
 Teachers
 Office staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Materials to support implementation of CCSS ~ CMS \$1000	\$1,500.00

» GOAL 3**Goal Area: LCAP Priority 3 - Parent Involvement****Goal Title: Increase Parent Involvement in All Curricular and Extra-Curricular Programs****State Priorities:**

- 3 - Parent Involvement

LCAP Goal:

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

Identified Need:**Goal Statement:**

Parents of students at Clarksburg Middle School and Delta High School will receive ongoing communication about their student and about school events. All parents will participate in events on our school campuses.

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

Observational data and attendance/roll sheets from parent events

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

Observation, attendance/roll sheets at parent events, membership in Booster groups

Strategy:

Increase communication to parents about student academic status as well as campus events.

Create more opportunities for parents to participate in campus events.

Provide opportunities for parents to learn how they can best support their student's academic success.

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

Data revealed that a limited number of parents are involved in school activities and/or Booster groups. Increased communication and additional opportunities for parent participation will support more parents in becoming involved.

STRATEGY/ACTIVITY 1

Strategy Title: Increase communication to parents about student achievement

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Utilize Aeries.net to communicate academic progress to students and their parents
 Establish expectation with staff about updating grades on Aeries.net to ensure accuracy in reporting to students/parents
 Utilize "School Messenger" program phone calls, text messages, and emails to communicate about academic issues
 Calendar Back to School Night in September to inform parents about academic expectations
 Establish a Parent Forum in October (after first quarter grades) and in March (after 3rd quarter grades) to allow parents to meet directly with all teachers about academic performance of their student(s); set up an area with Chrome Books for parents to sign up for Aeries.net if they have not already done so
 Establish Parent Conferences during October mini-days for targeted at-risk students and their parents
 Establish additional methods for inviting parents of at-risk students to join with staff in support of student academic achievement, including Parent Information Night(s) with students who have D or F grades (with translators)
 Add 2 parent information nights to specifically prepare all parents to support students in academic core areas (especially mathematics)
 Continue to mail all progress reports and official grade reports directly to households, along with newsletters to share important information from each school site
 Establish timely communication to parents about all Academic Award Nights & Honor Roll Celebrations
 Utilize social media (DHS/CMS website, Facebook, Twitter, Snapchat) to enhance communication and update parents on grading periods, etc.

Measures:

Attendance at parent events, as measured by sign-in sheets
 Improvement of student grades after parent events
 Utilization data from Aeries.net

People Assigned:

Principal
 Vice Principal
 Teaching staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Postage for mailings to families ~ DHS \$500, CMS \$1000	\$1,500.00

STRATEGY/ACTIVITY 2

Strategy Title: Increase communication to parents about events on campus

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Include newsletters with all mailings to families

Continue daily bulletin with "This Week" and "Next Week" listings to help parents plan for upcoming events; assure that bulletin goes out in a timely manner each morning to parents and community and that it is read over the intercom for students in class

Push bulletin updates to parent phones and/or social media to assure timely information is given to all families

Utilize "School Messenger" program phone calls, texts, and emails to communicate about campus activities and events

Explore effective use of Facebook, Twitter, Aeries.net, the CMS/DHS website, and other social media for communication about events

Routinely change the CMS and DHS Marquee and sign to include important events

Allocate bilingual staff time to assist with communication between teachers and Spanish speaking parents/families

Measures:

Increased parent participation at campus events

Yearlong additions to website, Facebook, and other accounts

Scripts/tally for School Messenger communications

People Assigned:

Principal

Vice Principal

Teaching staff

Heavenly Boosters

STRATEGY/ACTIVITY 3

Strategy Title: Involve all parents in Booster/Advisory groups

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Increase involvement and participation in all site parent groups (ELAC, Heavenly Boosters, Ag Boosters, SSC)

Provide Spanish translators at all events where parents are invited and expected to be present (Parent Forums, Back to School Night, Awards Nights)

Maintain a cleared driver list for all field trips and athletic events

Continue "Coffee with the Principal" each month for parents to give direct input to school administration and school staff

Add additional Parent Information nights to support parent understanding of academic issues and other school issues

Measures:

Increased parent attendance at all events

Increased feeling of satisfaction with our school sites, as measured by annual survey

Decrease in behavioral referrals due to parent involvement and information about school expectations

People Assigned:

Principal

Vice Principal

Teaching staff

Booster groups

» GOAL 4

Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: Increase Student Achievement in All Academic and Elective Areas

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

Identified Need:

Goal Statement:

Our goal at Clarksburg Middle School and Delta High School is to support the highest level of achievement for each individual student enrolled and to close the achievement gap between student subgroups.

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

MAP results for 2018-19
 SBAC results for 2018-19
 Transcripts/grades for students in grades 7-12
 Advanced Placement test results
 ELPAC Test results and RFEP data
 SAT/ACT/PSAT scores
 Honor Roll data

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

Continued and ongoing monitoring of all assessment data and grade reports

Strategy:

Provide high quality instruction in all classrooms, every day of the school year.
 Build in supports for all students, with emphasis on providing support for English Learners, Hispanic subgroup, socioeconomically disadvantaged students, foster youth, and students on an Individualized Education Plan (IEP).

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

While we have a significant and growing number of students achieving at high academic levels, we also have a large number of students who are credit deficient and/or not reaching their fullest potential. Many of these under-performing students are English Language Learners, Socioeconomically disadvantaged students, and/or special education students.

STRATEGY/ACTIVITY 1

Strategy Title: Motivate every student to achieve at their highest level of ability

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Inform students of lesson objective and connection to Common Core State Standards
 Engage students with High Quality First Instruction lessons every day in every course
 Build in Tutorial time twice per month to allow students to access teachers for make-up work, test taking, and tutoring
 Structure tutorial topics specifically for students who are underperforming in CMS mathematics courses
 Continue with Advisory program to focus students on their own academic success
 Post weekly quote in all classroom and in Daily Bulletin; quotes to be focused on themes of success and hard work
 Continue with Honor Roll, Academic Awards Nights, and other celebrations of academic achievement
 Purchase t-shirts for all Advanced Placement students
 Continue to recruit high-performing students to apply for CSF each grading period; increase number of CSF Life Members
 Establish system for holding Student Study Team (SST) meetings each quarter in order to identify RTI (Response to Intervention) strategies for individual students
 Determine which activities and events are related to academic eligibility and publicize these widely
 Identify bilingual students who meet the qualifications for the State Seal of Bi-literacy and submit their names to CDE for certification and diploma stickers
 Include frequent and varied checks for understanding and incorporate varied methods for students to "show what they know" in all lessons
 Utilize instructional strategies that maintain student engagement (GLAD, pictures, hands-on, graphic organizers, 2:10 teacher/student talk ratio, opportunities for Academic Conversations daily)
 Monitor college and career readiness data on CDE dashboard to increase students meeting this criteria

Measures:

Grade reports
 Increase in students on Honor Roll
 Decrease in students on ineligibility list
 Increase in students passing AP tests
 Increase in the number of students qualifying for CSF Life Membership and the Seal of Bi-literacy
 CDE dashboard data

People Assigned:

Principal
 Vice Principal
 Teachers
 Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	AP t-shirts for staff and students ~ DHS \$800 and AVID T-shirts ~ CMS \$746	\$1,546.00

STRATEGY/ACTIVITY 2

Strategy Title: Plan for Ongoing Assessment and Monitoring of Student Achievement

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Evaluate test results (SBAC, MAP, ELPAC, AP, PSAT/SAT & ACT) to determine relative strengths and areas for growth; provide data for full staff to assess and evaluate during Staff Meeting time
Utilize unit and chapter exams from adopted core curriculum to monitor mastery of skills
Use individual whiteboards and other methods in the classroom to informally/instantly monitor student understanding and adjust instruction, as needed
Increase opportunities for students to self-evaluate and peer evaluate work and progress
Conduct weekly timed assessments in PE classes
Utilize NWEA MAP benchmark testing to assess progress in core areas of ELA and Math
Utilize SBAC Interim assessments to teach students test taking skills and to improve performance on summative SBAC exams

Measures:
Results of formal and formal assessment measures
Classroom observation of methods to monitor student understanding
PE fitness results

People Assigned:
Teachers
Principal
Vice Principal

STRATEGY/ACTIVITY 3

Strategy Title: Support the Needs of All Learners Through Differentiated Instruction and Extended Programs

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Include academic vocabulary instruction and systematic instruction of critical reading skills in all subject areas
 Include strategies for students to engage in Academic Conversations in all classrooms
 Schedule daily ELD instruction for all students achieving at Intermediate or below on the ELPAC
 Implement curriculum designed specifically for LTEL (Long Term English Learner) students in all subject areas (vocabulary development, etc)
 Maintain additional period for ELD teacher to monitor LTEL and newly RFEP students; ELD teacher to monitor progress and assist in designing appropriate support/"catch up" plans for each student
 Utilize SDAIE strategies in all classrooms and arrange peer observations to share and evaluate effectiveness of these strategies
 Utilize the Learning Center and/or the DHS Library/Media Center to provide homework help, tutoring, and support for all learners; continue to open the Library/Media Center at lunch three days per week to increase student access
 Expand Study Skills classes to include IEP students, students on 504 plans, and others identified through RTI/SST process
 Utilize assessment data to target individual student needs and to develop support plans (RTI)
 Consistently utilize Student Planners in every classroom, at every grade level, to assure students have an accurate record of homework expected in each class and a record of all important due dates
 Explicitly teach organization of binders, etc. to increase student success (AVID model)
 Maintain Summer credit recovery program, Night School, and a period of Odyssey credit recovery for students who fall behind in credits
 Include an imbedded Tutorial Period every other week for students to access tutoring, mini-lessons, instructional materials, and teaching staff; specifically target CMS students who are underperforming in mathematics for tutorial support
 Utilize block scheduling to engage students in longer periods of high quality instruction, lab activities, etc.
 Continue to provide high-caliber Advanced Placement instruction and find methods for increasing student success on AP tests; search out qualified students who are Hispanic, EL and/or socioeconomically disadvantaged to enroll in advanced classes
 Work with foster families to support the academic and emotional needs of foster youth enrolled in our schools through counseling services and academic supports

Measures:

Enrollment in ELD courses and support classes
 Enrollment in Study Skills courses
 Utilization of Learning Center and DHS Library/Media Center
 Enrollment in credit recovery programs
 Logs of Tutorial access
 Enrollment in AP courses
 Increase in CMS subgroup performances on SBAC mathematics exam

People Assigned:

Teaching staff
 Principal
 Vice Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Instructional/Intervention materials ~ DHS \$2910, CMS \$500	\$3,410.00

» GOAL 5

Goal Area: LCAP Priority 5 - Pupil Engagement

Goal Title: Increase Student Attendance and Overall School 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

Identified Need:

Goal Statement:

At Clarksburg Middle School and Delta High School, we need every student to be here for every day of learning. Increasing student attendance will have a positive influence on graduation rates, college and career readiness, and student academic performance.

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

Attendance rates

Graduation rates

Percentage of students on Honor Roll

CDE dashboard data

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

Examination of monthly attendance reports, yearly graduation rate, and percentage of students on Honor Roll.

Strategy:

Staff will work together to increase attendance monitoring and to provide celebrations of student academic performance.

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

At Clarksburg Middle School and Delta High School, our attendance rates generally fall below the 97% goal each month. Absences contribute to struggling in school and poor performance rates in courses and academic testing.

STRATEGY/ACTIVITY 1

Strategy Title: Improve attendance rates in grades 7-12

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
 Maintain consistent procedures for referring students to district SARB as needed to address specific truancy issues
 Provide positive incentives for 97% attendance or better each semester; honor 100% attendance annually at Awards Nights
 Continue to implement new tardy policy with fidelity and communicate directly with parents when students continue to be tardy to classes
 Continue classroom expectations and routines that assure students will arrive to class on time; build accountability for timeliness for all students in all classes
 Effectively communicate Independent Study Contract requirements to all families; communicate vacations and encourage all families to travel during non-school weeks (using letters home, ELAC meetings, individual meetings, and teacher contact with families)

Measures:
 Meeting site goal of 97% attendance or better in each month of the school year
 Decrease in student tardies to class
 Decrease in number of students assigned to detention for attendance/tardy issues
 Reduction in Independent Study Contracts throughout the year and completion of all contracts that are issued

People Assigned:

Principal
 Vice Principal
 Teaching staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Positive attendance incentives/rewards ~ DHS \$500, CMS \$500	\$1,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Support 100% graduation rate for students entering Senior year at Delta High School

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Scrutinize and evaluate all transcripts during the registration process and at mid-year to assure that all graduation requirements are incorporated in student schedules

Review 4-year and 6-year plans annually in order for students to fully comprehend their graduation status and "a-g" qualifications

Maintain ongoing communication with parents and students about grades for all students in grades 7-12

Direct senior students to support via tutorial periods

Maintain Summer School program, night school, and credit recovery period for students to repeat/re-do failed classes

Monitor Community Service Hours and guide students to opportunities to meet this requirement prior to the mid-point of their senior year

Hold individual meetings with parents of seniors in danger of non-graduation throughout the school year

Measures:

Percent of students meeting all graduation requirements by graduation

People Assigned:

Principal

Vice Principal

Counselor

Teaching staff

STRATEGY/ACTIVITY 3

Strategy Title: Implement quarterly celebrations for student success

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Implement quarterly Honor Roll celebrations for students meeting qualifications; interview students for input on quarterly celebration ideas

Establish celebrations and rewards for students maintaining 97%-99.9% attendance each semester and also 100% attendance for full year

Post Honor Roll, Positive Attendance lists, College acceptance letters, and other measurements of success in public places to be viewed and celebrated by peers.

Measures:

Increase in number of students on Honor Roll

Increase in individual and overall attendance rates

Increase in students applying and posting college acceptance letters

People Assigned:

Principal

Vice Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Awards for academic achievement/Honor Roll ~ DHS \$1000, CMS \$1500	\$2,500.00

STRATEGY/ACTIVITY 4

Strategy Title: Increase involvement in Sports, ASB, and Club activities

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Examine and annually update the Athletic/Co-curricular handbook and share it with all athletes at the start of each season of sport

Maintain an updated Coaching Handbook and conduct meeting with all coaches at the start of each school year

Increase participation on all athletic teams; declare all incoming 9th grade students eligible to start the school year

Pay stipends to all coaches and advisors eligible per extra duty schedule

Support travel to athletic events off campus for each sport season; investigate leasing vans for use in transporting athletes to events

Consider establishment of additional sports teams (softball for DHS, running club for CMS)

Establish supports for maintaining eligibility, including the Athletic Leadership PE class

Increase the number of clubs and other activities available on campus, according to student interest and ASB constitution guidelines

Elect a Student Government at both CMS and DHS to guide student activities

Maintain a class period for DHS Leadership and pursue enrollment that reflects the culture of our school

Establish a bi-monthly lunch meeting schedule for ASB Leadership so all interested and/or elected students have the opportunity to attend and provide input

Measures:

Addition of clubs, teams and activities

Decrease in number of students who are ineligible for participation

Increase in student participation at all events and in all activities

People Assigned:

Principal

Vice Principal

Athletic Director

Teaching Staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Athletic transportation costs & supplies ~ DHS \$6000, CMS \$1043	\$7,043.00
Lottery: Unrestricted	Coaching and other stipends, DHS \$60000, CMS \$7000	\$67,000.00

» GOAL 6

Goal Area: LCAP Priority 6 - School Climate

Goal Title: Provide a College Going Climate of Achievement

State Priorities:

- 6 - School Climate

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Identified Need:

Goal Statement:

Our goal for all Clarksburg Middle School and Delta High School students is that they be college and career ready by graduation from high school.

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

Graduation rates

Percentage of students meeting "a-g" requirements

Enrollment in Career and Technical Education (CTE) courses and number of students completing CTE pathway

Discipline logs

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

Quarterly analysis of data by Administration and Staff

Strategy:

Establish many avenues for engagement of students in a school culture that promotes academic success, college readiness, and career preparation.

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

While the majority of our students are focused on academic success, we still have a gap between achievers and non-achievers.

STRATEGY/ACTIVITY 1

Strategy Title: Establish Distinct Cultures of Success at DHS & CMS

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Divide administrative time equally between CMS and DHS

Continue Staff Meetings with both staffs together and an additional quarterly meeting for CMS staff to consider issues unique to the middle school

Purchase class t-shirts for incoming 7th graders to receive at orientation

Maintain and enhance the tradition of an 8th grade Promotional Ceremony and a 7/8 Awards Night

Maintain the tradition of an Awards Night for DHS grades 9-11, as well as Senior Awards Night

Create engaging activities for each site, including college visits

Support ASB/Student Council at both sites and use these student leaders to build positive climate, inclusion, and involvement of all students

Add a period of Leadership to the CMS Master Schedule, modeled after the program already established at DHS

Create specific systems for CMS students to learn organization and skills for academic success during middle school (using Advisory and/or Tutorial periods as well as increased periods of AVID for 7th grade students)

Investigate and purchase a new "anti-bullying" curriculum for supporting a positive climate at Clarksburg Middle School

Measures:

Administrative schedule

Staff meeting agendas and minutes

Promotional and Awards Night programs

College visit documentation

Lesson plans for Advisory & Tutorial

CMS & DHS Leadership enrollment

Anti-bullying curriculum implementation plan for grades 7 & 8

People Assigned:

Principal

Vice Principal

Teaching staff

Counselor

AVID coordinator

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	7th grade t-shirts~ CMS \$800	\$800.00
Lottery: Unrestricted	New anti-bullying curriculum materials ~ CMS \$2000	\$2,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Implement routines in every class that promote student preparation, punctuality, and participation

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Continue tardy policy established in 2018-19: all classroom doors locked at the tardy bell. Late students to be escorted to class after 10 minutes by site administrators.

All teachers will expect that students are in seat at bell, materials ready, planner out, homework ready to turn in

All teachers will require students to utilize their Student Planner to record homework in all classes

Daily instruction will begin promptly at the bell to promote timeliness to class; all teachers will maintain an academic focus from "bell to bell"

All teachers will incorporate a focused note taking strategy to encourage student engagement with course material (Cornell notes, etc).

Students will be systematically taught organizational skills necessary for academic success in each course

Measures:

Student notes

Student Planners

Student notebooks

Classroom observations

Tardy data

People Assigned:

Teaching Staff

Principal

Vice Principal

STRATEGY/ACTIVITY 3

Strategy Title: Enhance the College Going Culture

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Gain approval of additional "a-g" coursework, as needed (for 2019-20, Guitar class as an "f" requirement and "Spanish for Native Speakers" as an option for "e" requirement)
 Increase the number of students meeting "a-g" requirements each year, especially EL/RFEP and SED students
 Engage in thorough analysis of student transcripts to assure graduation requirements and "a-g" coursework is complete
 Utilize the EAP testing program to place graduating seniors in CSU/CC coursework
 Utilize Advisory periods for college workshops, ACT/SAT prep, etc.
 Enroll all 8th and 10th grade students in PSAT; link with Kahn Academy site for improvement of scores. All students in grades 8 and 10 will examine scores in ELA classes
 Increase the number of students taking the SAT, ACT, ASVAB, AP, and PSAT exams
 Maintain partnership with elementary "Touch a College" program
 Provide students and families opportunities to attend field trips to local college campuses
 Maintain and expand the AVID program; recruit and maintain college-age tutors in the AVID program
 Create 6-year educational plans for all incoming 7th grade students and develop a consistent strategy for updating the plan annually through grade 12

Measures:

Number of students meeting "a-g" requirements
 Listing of approved "a-g" coursework
 Advisory lessons
 College field trip fliers and rosters
 AVID enrollment
 Copies of 6 year plans for all incoming 7th graders and annual updates for all other grade levels
 Scores for students taking college entry tests (SAT, ACT, etc.)

People Assigned:

Principal
 Vice Principal
 Counselor
 AVID Co-coordinators

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	College Field Trips ~ CMS	\$1,000.00
Site Supplemental and Concentration	College readiness programs and field trips ~ DHS \$1000, CMS \$1000	\$2,000.00

STRATEGY/ACTIVITY 4

Strategy Title: Enhance our safe school environment through mentoring and counseling support

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
 Training and support for peer counselors at both CMS and DHS
 Continue partnerships with outside agencies to provide group and individual counseling (Rio Vista care, Migrant Education, Victor Services, college interns)
 Maintain an anti-bullying program at both sites, including the StopIt reporting app., Camfel assembly programs, and new curriculum for CMS
 Continue refinement and practice of Emergency Drills using new Catapult app and program; maintain necessary materials for actual emergencies
 Utilize Advisory Program to build mentoring relationships between student, teachers, and community members

Measures:
 Peer counselor logs
 Counseling group logs
 Online app. records
 Emergency procedure protocols/Catapult data
 Advisory lessons

People Assigned:
 Principal
 Vice Principal
 Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Yard duty aide @ lunch for supervision ~ CMS \$5500	\$5,500.00

» GOAL 7

Goal Area: LCAP Priority 7 - Course Access

Goal Title: Provide a wide variety of courses to engage and prepare students

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

Identified Need:

Goal Statement:

All Clarksburg Middle School and Delta High School students will have access to advanced course work and engaging elective courses which motivate and prepare them for college and career.

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

Enrollment in Ag, Art, AVID, Music, and Foreign Language courses

Enrollment in all AP courses

Students completing Alg I, Geometry and Alg II series

Students completing "a-g" requirements

Students completing CTE Pathways

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

Evaluation of course enrollments, student transcripts, and course request forms.

Strategy:

During yearly registration process, students and families will be informed about all available coursework. Transcripts and grade reports will be utilized to tailor enrollment in the appropriate educational path for each individual student. 6-year and 4-year plans will be reviewed annually.

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

CMS and DHS students have the opportunity to enroll in a breadth of courses to meet their educational needs and prepare them for life after middle and high school. However, additional focus must be paid to supporting students in passing course work and to availing themselves of more advanced classes. Added focus must also be maintained on assuring that all courses reflect the diversity of our total school population.

STRATEGY/ACTIVITY 1

Strategy Title: Expand enrollment in CP, Honors, and AP courses

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
 Maintain current course offerings and explore adding additional courses (specifically Guitar as an "f" requirement and Spanish for Native Speakers as an "e" course)
 Continue to train and certify AP teachers each summer
 Continue to train additional staff members at AVID Summer Conference
 Examine enrollment numbers to ensure equity and access in CP, Honors and AP enrollment and in all Leadership courses
 Actively recruit eligible EL and SED students to enroll in Honors and AP courses and in all Leadership courses
 Continue use of Tutorial periods to support academic achievement

Measures:

Course catalog
 Course enrollments
 Counseling logs
 Registration materials and course selection sheets

People Assigned:

Principal
 Vice Principal
 Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Translation and printing of registration materials~ DHS \$1000, CMS \$500	\$1,500.00
Lottery: Unrestricted	Print course catalogs & other materials ~ DHS	\$700.00
Site Supplemental and Concentration	Translation of materials ~ CMS	\$500.00

STRATEGY/ACTIVITY 2

Strategy Title: Increase the number of students completing CP Math series

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Increase the number of students completing Algebra I, Geometry, and Algebra II with grades of C or better
 Increase the number of students completing math through Math Analysis/Pre-Calculus, AP Calculus and/or AP Statistics
 Provide math support and tutoring to students in need of additional help, especially at CMS where disparity exists for EL, SED and Hispanic subgroups
 Maintain differentiated coursework for students to increase math success (Algebra 1A and 1B and Practical/Consumer Math)
 Re-establish EMITS training for math teachers through SCOE
 Establish peer tutors for CMS math courses and Algebra I at DHS
 Utilize Tutorial periods in a systematic fashion to support low performing CMS students in mathematics
 Actively support the recruitment and maintenance of highly qualified math teachers

Measures:

Enrollment in all math courses
 Grade reports for all math courses
 Tutoring schedule

People Assigned:

Principal
 Vice Principal
 Counselor
 Math teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Training for new math staff ~ DHS \$1000, CMS \$1000	\$2,000.00

STRATEGY/ACTIVITY 3

Strategy Title: Maintain and increase participation in the Music and Arts Programs

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
 Work in tandem with community members and professionals in the arts to provide additional opportunities for our students
 Create a school Arts Festival and art exhibit to be on display during Awards Nights; display artwork and provide music performances
 Support a community band
 Support a drama program and yearly musical for grades 7-12
 Increase student exposure to quality arts programs through field trips and community partnerships
 Obtain scholarships for students in the arts
 Purchase necessary materials for all art and music courses
 Support student involvement in Honor Band/Honor Choir and other outside music activities
 Pursue CTE certification for teachers in order to provide additional opportunities for our students in art career pathways
 Award 4 and 6 year music and art medals at Awards Nights

Measures:
 Enrollment in Visual and Performing Arts courses
 Field trip fliers
 Drama production program
 Student artwork displayed in classrooms and hallways

People Assigned:
 Principal
 Vice Principal
 Counselor
 Art and Music teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Art & music program supplies ~ DHS \$1500, CMS \$1500	\$3,000.00
Carl D. Perkins Career and Technical Education: Secondary, Section 131	Art program CTE supplies & equipment ~ DHS	\$2,500.00

STRATEGY/ACTIVITY 4

Strategy Title: Maintain and increase participation in the Agriculture/FFA program

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Further develop Ag Education pathways with attention paid to site ability to offer "capstone courses"
 Continue development of Ag Discovery Program at CMS
 Increase "a-g" offerings in the Ag Dept and enhance Junior College articulation
 Pursue certification for Ag teacher in CTE coursework in order to provide additional certification opportunities for our students
 Support students in a variety of SAE projects
 Maintain Ag vehicles and funding for fuel needed for them
 Support students in achieving the 3 or 4 year Ag Student awards given at graduation
 Maintain the yearly calendar of FFA activities and programs for our students
 Support Ag teachers in travel for FFA activities and events
 Purchase/replace materials and equipment for CTE courses
 Implement the new Viticulture and Environmental Science course in 2020-21 and continue development of the Delta Education Vineyard
 Increase diversity in Ag courses to reflect our schoolwide ethnic diversity

Measures:

Enrollment in Ag courses
 FFA membership
 Catalog listing course offerings in the Ag Department

People Assigned:

Principal
 Vice Principal
 Counselor
 Ag Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Ag/Voc Ed district matching funds	\$13,724.00
Carl D. Perkins Career and Technical Education: Secondary, Section 131	Materials for CTE courses and training	\$2,500.00
Agricultural Career Technical Education Incentive	Conference, registration, and travel costs for Ag teachers and program	\$3,724.00
Agricultural Career Technical Education Incentive	Materials for Ag courses and programs + Teacher stipends	\$10,000.00

STRATEGY/ACTIVITY 6

Strategy Title: Increase enrollment in AVID

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
 Maintain AVID as an elective in grades 7-12 and publicize it as an "a-g" elective in grades 9-12
 Increase the number of students who remain enrolled through graduation, with particular emphasis on recruiting students who are EL/RFEP, first generation college students, or SED
 Check master schedule for conflicts that hinder registering for AVID classes
 Provide continued training for our AVID instructors and other staff members; send 10 staff members to AVID Summer Conference in 2019
 Continue to utilize AVID strategies schoolwide (ex: focused note taking, Socratic seminars, critical reading)
 AVID presentations at feeder schools and/or during 6th grade visits to CMS
 Provide certificates and AVID sashes at Senior Awards Night for completing 4 years in AVID; all Senior AVID students to receive blue and silver cord
 Increase sections of AVID 7 course in order to support adjustment to middle school and related organizational skills

Measures:
 Enrollment numbers in all grade levels of AVID

People Assigned:
 Principal
 Vice Principal
 Counselor
 AVID Coordinator
 AVID teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Professional development for AVID staff ~ DHS \$500, CMS \$1000	\$1,500.00

STRATEGY/ACTIVITY 5

Strategy Title: Increase enrollment in Foreign Language courses

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Configure the Spanish program to maintain levels 1, 2, 3 and AP
- Examine rigor expectations and entrance requirements for Spanish 1
- Provide examination for students to skip Spanish 1 and enter at Spanish 2
- Continue a "Native Speakers" course and seek "a-g" approval as an "e" requirement
- Explore offering foreign language as an elective to college-bound 8th grade students (based on staffing)
- Increase enrollment in Spanish III and AP
- Promote field trip opportunities for advanced students to take a course-related field trip (Spanish 3 and AP students)

Measures:

- Enrollment in all levels of Spanish course work
- Course offerings in course catalog

People Assigned:

- Principal
- Vice Principal
- Counselor
- Spanish teacher

» GOAL 8

Goal Area: LCAP Priority 8 - Other Pupil Outcomes

Goal Title: Positively impact the academic achievement of all students

State Priorities:

- 8 - Other Pupil Outcomes

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Identified Need:

Goal Statement:

Examine statistics of achievement for all Clarksburg Middle and Delta High School students to assure the elimination of disproportional academic success between student subgroups.

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

Analysis of student performance on quarterly grade reports and students listed on ineligibility list.
Analysis of MAP and SBAC results for grade levels and all subgroups.

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

Quarterly analysis of ineligibility list and ongoing analysis of grading and testing results.
Yearly analysis of SBAC results and bi-annual analysis of MAP test results

Strategy:

Provide data to staff on students needing additional assistance to achieve academic and social success on our campus.
Create schoolwide supports to assist all students in achieving academic success.

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

State assessments reveal an achievement gap between White and Hispanic students on our campus. Also, students with low socioeconomic status fall behind in academic achievement, and girls achieve higher than boys on campus. These statistics are also reflected in quarterly grade reporting and our site ineligibility list.

STRATEGY/ACTIVITY 1

Strategy Title: **Decrease the number of students on the academic ineligibility list each quarter**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Share confidential ineligibility list with staff each quarter

Analyze data related to students on each list (number of quarters ineligible, etc.)

Hold SST meetings for identified students on ineligibility list to identify supports provided and engage parents in plan for improvement

Utilize Aeries.net to provide current and upcoming assignment information for students and parents

Utilize bi-monthly Tutorial periods to support students in achieving passing grades and in receiving needed assistance from teachers

Utilize Advisory program to support student engagement in their own academic success

Engage students in monitoring their own academic success using Clever account and Aeries login

Measures:

Decrease in number of students ineligible each quarter

Proportionality of students on ineligibility list with total student population

People Assigned:

Principal

Vice Principal

Counselor

Teaching staff

STRATEGY/ACTIVITY 2

Strategy Title: **Provide alternatives to suspension that keep students in school**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Examine alternatives to off campus suspension for students committing non-violent offenses, including restorative justice practices

Examine equity between subgroup data related to suspension

Train all staff in Restorative Justice practices and build consensus on sitewide expectations

Examine supports to make on-campus suspension more successful and productive

Pursue training for administrative staff on California Education Code 48900, alternatives to suspension, restorative justice practices, and Title IX compliance.

Communicate with full teaching staff to ensure support for alternatives to suspension and related plans for students to be held academically responsible for work missed during any assigned consequence

Design systems of detention, campus clean-up, counseling, and other community service opportunities to assign to students

Measures:

Decrease in number of students suspended and total number of days suspended

Increase in student achievement based on student accountability and class attendance

People Assigned:

Principal

Vice Principal

Counselor

Teaching staff

STRATEGY/ACTIVITY 3

Strategy Title: **Maintain Advisory Program**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Establish 8th year of Advisory Lessons with students in first period classrooms
 Build relationships between first period teachers and students to assist in positive mentoring of students
 Focus core of Advisory curriculum on student achievement, academic success, and 4-6 year plan revisions

Measures:

Increase in student responsibility for their own academic success (using Aeries.net, reflecting on academic progress)
 Decrease in students failing required course work (measured by decreased numbers on D and F list each quarter)

People Assigned:

Principal
 Vice Principal
 Teaching staff

STRATEGY/ACTIVITY 4

Strategy Title: **Continue Block Schedule & Tutorial**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Continue bi-monthly Block Schedule on Wednesday/Thursday with imbedded Tutorial programs
 Utilize Staff Meeting and preservice time to support teachers in developing lesson plans that maximize and increase effectiveness of block periods
 Work with staff to solidify expectations for all students to utilize Tutorial to maximum effectiveness; identify struggling math students at CMS and assign them to Tutorial periods for support
 Incorporate ongoing evaluation of program into staff collaboration time to ensure success

Measures:

Log of students utilizing Tutorial in each classroom
 Decrease in students on ineligibility list
 Decrease in number of D and F grades
 Increase in number of students on Honor Roll

People Assigned:

Principal
 Vice Principal
 Teaching staff

STRATEGY/ACTIVITY 5

Strategy Title: Implement Goals for first year of 2018 Delta High School WASC Self Study and Visiting Report

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Address the Critical Areas for Follow-up and the Schoolwide Action Plan (which are contained in the WASC report and elsewhere in this SPSA):

- (1) Recruit and train highly qualified teachers to reduce teacher turnover
- (2) Counselor will develop strategies to prioritize need and follow up on student 6 year plans
- (3) Seek ways to expand course offerings and increase enrollment
- (4) Use data to better form and modify instruction in all classrooms
- (5) Improve technology infrastructure and upgrades
- (6) Pursue a district-supported mentor program for intern teachers, in addition to the BTSA support program
- (7) Open the DHS Library/Media Center for remediation opportunities
- (8) Determine a process to measure attainment of SLOs by students

Engage in ongoing evaluation of progress toward completion of Goals

Measures:

Measures contained in Action Plan, submitted to WASC February, 2018

People Assigned:

Principal
Vice Principal
Teaching staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Subs for teacher peer observations ~ DHS \$500, CMS \$1000	\$1,500.00
Site Supplemental and Concentration	Materials to improve DHS Library/Media Center for student use and access	\$1,000.00

» BUDGET SUMMARY

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$0.00
Total Federal Funds Provided to the School from the LEA for CSI	\$0.00
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$189,166.00

» OTHER FEDERAL, STATE, AND LOCAL FUNDS

List of the additional Federal programs that the school is including in the schoolwide program.

Federal Programs	Allocation (\$)	Expenditure (\$)
3550 - Carl D. Perkins Career and Technical Education: Secondary, Section 131	\$5,000.00	\$5,000.00
7010 - Agricultural Career Technical Education Incentive	\$13,724.00	\$13,724.00

Allocated subtotal of consolidated federal funds for this school: **\$18,724.00**

Expenditure subtotal of consolidated federal funds for this school: **\$18,724.00**

List the State and local programs that the school is including in the schoolwide program.

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$88,089.00	\$88,089.00
0740 - Site Supplemental and Concentration	\$21,929.00	\$21,929.00
0000 - Discretionary	\$60,424.00	\$60,424.00

Allocated subtotal of state or local funds included for this school: **\$170,442.00**

Expenditure subtotal of state or local funds included for this school: **\$170,442.00**

Allocated total of federal, state, and/or local funds for this school: **\$189,166.00**

Expenditure total of federal, state, and/or local funds for this school: **\$189,166.00**



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
Laura Uslan	Principal		04/29/2019
Sade Comparini	Classroom Teacher		04/29/2019
Alex Gallegos	Classroom Teacher		04/29/2019
Sarah Kwon	Classroom Teacher		04/29/2019
Kristin Schroer	Classroom Teacher		04/29/2019
Mary Weathers	Other School Staff		04/29/2019
Guadalupe Cervantes	Parent or Community Member		04/29/2019
Marbella Estrada	Parent or Community Member		04/29/2019
Matt Taylor	Parent or Community Member		04/29/2019
Stephanie Estrada	Secondary Student		04/29/2019
Nikki Martinez	Secondary Student		04/29/2019
Tyler Stump	Secondary Student		04/29/2019

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	4	1	3	3

» RECOMMENDATIONS AND ASSURANCES

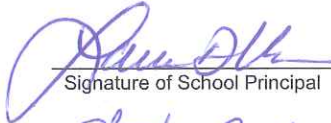
The school site council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

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:

04/29/2019

Attested:

Laura Uslan, Principal
Typed name of School Principal


Signature of School Principal

4-29-19
Date

Stephanie Estrada
Typed name of SSC Chairperson


Signature of SSC Chairperson

4/29/19
Date



ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

Use of state and local assessments to modify instruction and improve student achievement (ESEA):

SBAC and MAP test results, as well as other data, are utilized throughout the year to evaluate student achievement in order to modify instruction.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC):

MAP testing for EL students is conducted 3 times per school year to assess the instructional program and to modify curriculum and supports for EL students. SBAC testing is conducted for indicated grades in the Spring. Ongoing curriculum assessments are utilized across all subject areas.

Status of meeting requirements for highly qualified staff (ESEA):

All staff members have been certified as Highly Qualified.

Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC):

All teachers have been trained on adopted instructional materials.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC):

Teachers have access to AB 466 training when hired.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA):

Currently all teachers are teaching within their credentialed area of expertise. Staff routinely attends professional development activities in their subject areas during the year or during summer months. Professional development is provided for staff based on our site-wide focus, the request of individual staff members, or as part of the district in-service days.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC):

Content experts and instructional coaches from Sacramento County Office of Education are utilized to support staff development and student achievement.

Teacher collaboration by grade level (K-8) and department (9-12) (EPC):

Teachers collaborate during Wednesday release time each week. Teachers also meet to collaborate by department and in cross-curricular teams.

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA):

Our school uses both state and local assessments to modify instruction, improve, and monitor student achievement. Students are routinely assessed using standards-based materials which are designed to check progress. The staff utilizes curriculum-embedded assessments to monitor student progress for mastery. Both staff and administration use SBAC, MAP, and ELPAC assessment data to determine placement in core courses, intervention/support courses, instructional groups, SST referrals, GATE placements, at-risk referrals, ELL reclassification, AVID placement, and overall school wide and sub group progress.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K-8) (EPC):

Students are enrolled in the appropriate number of instructional minutes for ELA and Mathematics in grades 7-8.

Lesson pacing schedule (K-8) and master schedule flexibility for sufficient numbers of intervention courses (EPC):

Curriculum pacing guides are used in core classes. The master schedule includes study skills intervention classes.

Availability of standards-based instructional materials appropriate to all student groups (ESEA):

Standards based materials are available in all subject areas; supplemental materials are available for ELD student instruction.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC):

All materials are SBE adopted and standards aligned.

Services provided by the regular program that enable underperforming students to meet standards (ESEA):

All underperforming students receive differentiated instruction, SDAIE strategies, and supplemental material from adopted curriculum during the regular school day. Classroom teachers meet varying needs of underperforming students using research based, adopted instructional materials, differentiated grouping, and the use of extra support materials that supplement the core instructional program.

Special Education students are provided with an Individual Education Plan that is implemented by a team of teachers, parents, and administrators. Student Study Team meetings provide an avenue for staff to determine and give input into developing successful strategies for student success.

Research-based educational practices to raise student achievement at this school (ESEA):

Teachers use GLAD strategies and other research-based practices on a daily basis to raise student achievement.

Resources available from family, school, district, and community to assist under-achieving students (ESEA):

The School Site Council, English Language Advisory Council, Heavenly Boosters, and the AG Advisory Committee openly

discuss resources with parents and staff to assist students at home and increase involvement at the school.

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):

All groups are represented on the District Advisory Committee in support of evaluating the consolidated application.

Services provided by categorical funds that enable underperforming students to meet standards (ESEA) :

Categorical funds are used to provide staff the necessary professional development and materials for regular school day activities. Additionally, student based materials, equipment, and technology have been provided for staff and student use to meet the standards.

Fiscal support (EPC):

Fiscal support from the school district (LEA) is used to fund intervention programs and to provide support staffing.

SPSA 2019-20

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Riverview Middle

Local Board Approval Date: 06/11/2019

Schoolsite Council (SSC) Approval Date: 05/31/2019

CDS Code: 34674136033690

Principal: Marcy Rossi, Principal

Superintendent: Don Beno

Address: 525 South Second St.
Rio Vista, CA 94571-1941

Phone: (707) 374-2345

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PURPOSE AND DESCRIPTION

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

The purpose of this plan is Targeted Support and Improvement, based on analysis of data.

Targeted subgroups for Riverview Middle School in Mathematics and English Language Arts are English Learners, Hispanic students, and socio-economically disadvantaged students. In ELA. Targeted subgroups for Riverview Middle School regarding suspension data are Hispanic students.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

ESSA requirements will be met by ongoing review of the SPSA and related student performance data by the SSC and the Riverview staff. Targeted improvement strategies to meet noted subgroups have been included in the SPSA goals and actions.



STAKEHOLDER INVOLVEMENT

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update.

The SPSA was reviewed throughout the school year by the Riverview School Site Council (SSC) at meetings on 8/24, 9/28, 10/26, 11/30, 1/25, 3/1, 4/26, 5/31. The draft of the SPSA, with designated improvements based on council discussion and input was approved at our meeting on 5/31.

Throughout the year, input on the SPSA was given at staff, Parent Teacher Club, and ELAC meetings. SBAC, MAP, other assessment data, and behavior records are utilized to inform all committees of student performance indicators.



RESOURCE INEQUITIES

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

No resource inequities noted.

Goals, Strategies, Expenditures, & Annual Review

» GOAL 1

Goal Area: LCAP Priority 1 - Basic Services

Goal Title: Facilities and Maintenance

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

Identified Need:

Goal Statement:

Students and staff at Riverview Middle School will be provided with safe facilities, equipment, technology, and instructional materials to meet their educational and extra-curricular needs.

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

Maintenance agreements
 Purchase orders from previous years
 Teacher materials requests
 Course enrollment data
 Observation and walk-throughs of site classrooms and facilities
 Work orders to district technology vendor and district TOSA
 Parent, staff and student surveys

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

Service agreements renewal analysis
 Track purchase orders and expenses
 Completed work orders through district maintenance and Datapath
 Observational Data from walk-throughs

Strategy:

Work with SSC, PTC, staff, students and community to determine needs and plan for ordering completion of work.

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

Proper instructional materials and supplies are vital to meet the educational needs of our students. As technology becomes outdated or broken, we need to replace it with updated technology. Some of our facilities and equipment is aging and needs repair or replacement.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Functional copiers and printers 100% of the school year. Office will be supervised 180 days of the school year.	Copiers and printers are functional 100% of the school year. Office is supervised 180 days of the school year.	Continue to have 100% functionality of copiers and printers. Continued office supervision 180 school days.

STRATEGY/ACTIVITY 1

Strategy Title: [Service Agreements](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Monitor annual service agreements on printers, scanners, and other needed items.

Measures:

Keep track of when service agreements are due and the cost of continuing the maintenance of the office items.

People Assigned:

Office Assistant, Secretary and Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	rents, leases and repairs	\$2,250.00

STRATEGY/ACTIVITY 2

Strategy Title: [Instructional Materials](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Provide teachers with necessary materials to ensure their classrooms are safe, productive, and technologically advanced to enable students to perform at their highest levels. Items in this category include Science lab equipment, Art supplies, Poster paper for Leadership, AVID, and other classroom projects, paper, teacher technology (iPad/Apple TV), ink for printers and other classroom and office supplies.

Measures:

Inventory teaching materials each teacher currently has, as well as what they need to better serve our students.

People Assigned:

Teachers, Principal, Office Assistant

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Instructional Materials	\$5,206.00
Discretionary	Instructional Materials	\$2,268.00
Site Supplemental and Concentration	Instructional Materials	\$3,498.00

STRATEGY/ACTIVITY 3

Strategy Title: Office Supervision

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Ensure that clerical substitutes are scheduled when secretary is absent.

Measures:

Track of absences and the cost of substitutes.

People Assigned:

Office Assistant, Secretary, Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Clerical Substitutes	\$350.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Site administrator and office staff work with instructors to determine needs for instructional materials. Past purchases were used to estimate purchases for this year. Purchase orders were used to purchase needed materials. Equipment to support instruction is leased annually. Technology needs are assessed with staff and SSC and purchased as budget allows. Site custodial and maintenance staff assist in determining campus facility improvement projects and needs to emergency materials.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

No major differences occurred.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No major changes were made.

» GOAL 2

Goal Area: LCAP Priority 2 - Implementation of State Standards

Goal Title: Common Core Implementation

State Priorities:

- 2 - Implementation of State Standards

Identified Need:

Goal Statement:

All teachers will continue to implement Common Core State Standards in their classroom instruction. English Language Arts teachers and Math teachers will use available Common Core-aligned curriculum. Science teachers will continue to explore the Next Generation Science Standards. The English Language Development teacher will explore the newest ELD Standards aligned to Common Core. Best teaching practices will be implemented to close the achievement gap and ensure all students meet standards.

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

The CAASPP test results from the Spring SBAC test, NWEA MAP test results from the Fall 2015 testing window, and formal and informal assessments that align to Common Core State Standards. Training agendas and professional development from previous year.

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

Analyze CAASPP and NWEA MAP data
Analyze observation data from principal and teachers
Attendance at professional development workshops and trainings

Strategy:

Support ongoing professional development for all staff in Common Core State Standards. Focus classroom visitations on the implementation of teaching strategies that engage students, ensure students meet standards and use technology to increase student access to curriculum.

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

Students at Riverview underperformed in the areas of Math and ELA compared to students in other schools in the district as well as students in other districts statewide. Riverview staff has made progress in the area of student engagement. Further training in this area will continue.

STRATEGY/ACTIVITY 1

Strategy Title: ELA and ELD Improvements

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

The English teachers will continue to be trained on the Common Core State Standards, aligning our curriculum with the standards, and engaging students to meet those standards. The ELD teacher will learn continue learning strategies for teaching English to English Learners through our district's ELD committee and outside professional development.

Measures:

ELA teachers will attend curriculum committee meetings. The ELA and ELD teachers will be given opportunities to attend conferences to help develop their techniques with teaching Common Core State Standards and ELD. All ELD paperwork will be completed correctly and in a timely manner.

People Assigned:

ELA and ELD teachers and Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	2 substitute teachers to cover for ELA and ELD PD	\$340.00
Discretionary	2 Professional Development days for ELA and ELD	\$500.00

STRATEGY/ACTIVITY 2

Strategy Title: Math CCSS Implementation

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Math teachers will continue to work to improve teaching techniques and strategies that utilize the Common Core State Standards in lesson planning and execution. Our newest math teacher will have opportunities to attend a workshop to enhance their teaching of the curriculum and Common Core State Standards.

Measures:
Math teachers will use teaching strategies learned through recent trainings, such as Math Talks and EMITS. Math teachers will collaborate to ensure Common Core Standards are being taught and students are engaged in learning.

People Assigned:
Math teachers and Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Professional Development training for 1 Math teacher	\$250.00
Discretionary	Substitute for 1 day math PD	\$170.00

STRATEGY/ACTIVITY 3

Strategy Title: History Improvements

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
The History teachers will be given the opportunity to attend the EdTech Google Summit to learn applications and strategies to engage students in learning. The History teachers will use the knowledge and skills learned at the Summit to create dynamic, interesting lessons that lend to academic conversations among students and a more student-led learning environment.

Measures:
The History teachers will create engaging lessons/activities that include skills and programs featured in the EdTech Summit. Student engagement and use of technology will increase.

People Assigned:
History Teachers, Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Substitutes for Ed Tech Summit for 2 teachers	\$680.00
Discretionary	EdTech Summit for 2 Social Science/History teachers	\$500.00

STRATEGY/ACTIVITY 4

Strategy Title: Science Improvements

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
The Science teachers will be given the opportunity to attend a workshop or conference that prepares them for the Next Generation Science Standards. Teachers will also be given time to collaborate together, compare ideas for labs and lessons, and work together on projects.

Measures:
The Science teachers will be given time for collaboration, workshops and conferences and progress in their knowledge of the Next Generation Science Standards.

People Assigned:
Science Teachers, Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	NGSS Standards training for science teachers	\$500.00
Discretionary	Substitutes for NGSS training	\$340.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Riverview's ELD Coordinator was part of the district's ELD driving committee and helped shape our new ELD program. Our new ELA teacher attended a 3-day workshop on Expository Reading and Writing through SCOE. Our 2 math teachers and our CARE/Intervention teacher attended the 2-day Math Talk workshop. Our science teachers were part of the district science committee and attended several meeting throughout the year to adopt a new science curriculum. The site administrator attended the CASCWA Conference and another conference on bullying in an effort to improve school climate.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

The original budget did not include money for subs for the days teachers are out at professional development, so money was moved from other areas to provide those funds. The costs associated with the math workshop and science committee were covered by the district. Therefore, some money set aside for training and professional development was used to pay for substitutes for those trainings.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We have included professional development for most subject areas and money for substitutes on days when teachers are out for professional development. These changes can be found in the Goals, Strategies, and Expenditures section of the SPSA under Goal 2.

» GOAL 3

Goal Area: LCAP Priority 2 - Implementation of State Standards

Goal Title: Technology

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.

Identified Need:

Goal Statement:

Technology will be updated and repaired as needed. New technology will be purchased to enhance the instructional opportunities for students. This may include, but is not limited to, iPads, AppleTV, flatscreen TVs, laptops, Chromebooks, and desktop computers.

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

Teacher and student input
Observational data on use of technology
Cost of maintenance and replacement equipment

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

Riverview teachers will report their technology needs to the Principal, who will contact the technology support personnel to repair or replace the defective items. New technology will be purchased as needed to ensure our students are able to access the curriculum in a timely and efficient manner.

Strategy:

As older equipment becomes unusable, it will be replaced with newer, more efficient, and more affordable technology. We are purchasing iPads, AppleTV, and flatscreen TVs to replace SMARTboards. Priority will be given to teachers who lack the necessary technology for their subject area.

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

Advanced technology is necessary for our school to function smoothly and for students to access the curriculum in a timely manner and in a variety of methods. Outdated technology can interfere with student engagement and make lesson delivery difficult.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Teachers will continue training and professional development to ensure Common Core, Next Generation Science, and English Language Development Standards are delivered to all students at Riverview. Teachers will also be trained in effective teaching practices and use of technology to increase student understanding.	Currently teachers are trained on Common Core and Next Generation Science Standards. We will adopt a new science curriculum that is aligned to the NGS Standards in 2019-20. We will also begin implementaiton of RDUSD's new ELD standards. Our history teachers will be attend a Google EdTech Summitt to learn innovative ways to incorporate technology into student learning.	Student engagement and learning will increase, and student off-task behavior will decrease. MAP, SBAC and curriculum assessment scores will show an increase.

STRATEGY/ACTIVITY 1

Strategy Title: [Technology Advancements](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Make advancements in the amount and quality of classroom technology at Riverview in order for teachers to create dynamic, engaging lessons for students that allow students to have access to the curriculum. Teachers currently have SMARTBoards, desktops, laptops, document cameras, iPads, AppleTV, and flatscreen TVs. Some of these items are becoming dated and will need to be replaced. These funds will mostly be used to replace Chromebooks that are no longer functional in our current Chromebook carts. Some money will also be used to purchase iPads and AppleTVs as SMARTboards become outdated.

Measures:

Each classroom will be equipped with the necessary technology for the teacher to present material, report grades, prepare lessons, and present enrichment opportunities.

People Assigned:

Teachers, Principal, and Office Assistant

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Technology Improvements	\$1,500.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Riverview continues to use chromebooks for students in the classroom. We currently have classes that share chromebooks carts. Special Education and the CARE/Intervention class have their own chromebooks carts. There is also a mini-chromebook cart in the office that is available for teacher use. We have purchased an additional cart with 32 chromebooks, and 12 chromebooks through community donations. Teacher technology in 2 classrooms was updated to iPads, AppleTVs, and flatscreen TVs, which will be more engaging for students and more cost efficient over time.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Donations from the community enabled us to use some money that was budgeted for chromebooks on teacher technology for 2 classrooms.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

With the continued donations, Riverview will focus on updating teacher technology and replacing chromebooks that are unusable. This can be found in Goals, Strategies, and Expenditures under Goal 3.

» GOAL 4

Goal Area: LCAP Priority 3 - Parent Involvement

Goal Title: 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.

Identified Need:

Goal Statement:

Provide opportunities for parents to be involved in their students' academic and social success at school. Some of these opportunities may be Orientation, Back to School Night, Rallies, Assemblies, Field Day, ELAC meetings, Parent Teacher Club meetings, School Site Council meetings, Parent/ Teacher Conferences, Open House, and Graduation. We will send home all correspondence and phone messages in English and Spanish and have interpreter services available at parent events.

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

Observational data

Attendance sign-ins from parent events

Parent input

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

We will track of the number of parents who attend events throughout the year. We will track the communication methods we use.

Strategy:

Increase communication and advertisement for events, including Spanish translation in the messages home.

Continue/improve events for parents (AVID night, Open House, etc.)

Use Leadership students to help promote events and opportunities for parents to be involved.

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

Parent participation in school events is limited. We can increase participation by involving students in the planning and offering dinner or dessert. Flyers and handouts rarely make it home for parents to read. We will continue to use social media and phone calls home for communication.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
We will continue and improve our AVID parent night, combining new AVID students and existing AVID students into one night. Continue to offer translations/interpreter services for both verbal and written correspondence. We will work with our ELAC and PTC to explore new ways to increase participation in Back to School Night and Open House, such as offering dinner and coordinating with other student events.	This year we offered our first AVID student nights. The new student night was not well attended, but the night for existing students was popular. Next year we will combine the nights into one event. Translation/Interpreter services will continue to be offered. Low attendance at Open House prompted the staff to brainstorm new ideas for next year.	In 2019-20 we expect higher parent participation in both AVID events and Open House.

STRATEGY/ACTIVITY 1

Strategy Title: **Increase Parent Involvement**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Conduct AVID informational nights for parents and families. Event will include dinner, refreshments and prizes. Translation services will also allow greater access for our Spanish-speaking population.

Measures:

The staff will partner with PTC, ELAC and other volunteers to provide incentives for parents to attend events. We will monitor attendance and parent feedback to monitor effectiveness of event.

People Assigned:

PTC, ELAC and Riverview AVID staff and Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	AVID night refreshments and supplies	\$500.00
Site Supplemental and Concentration	Teacher extra assignment/AVID preparation	\$500.00

STRATEGY/ACTIVITY 2

Strategy Title: Postage for mailings to families

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Improve communication with families by mailing home progress reports, report cards, newsletters, and information about immunizations, school safety, attendance and behavior.

Measures:

Communication will improve by sending home periodic mailings to keep parents informed.

People Assigned:

School Secretary, Office Assistant, Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Postage for mailings	\$1,300.00

STRATEGY/ACTIVITY 3

Strategy Title: Translation/Interpreter Services

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

In order to keep our Spanish-speaking families informed of school events, translation services are occasionally needed for home-school correspondence and at interpreters at meetings.

Measures:

All parent/family communication will be available in both English and Spanish.

People Assigned:

Principal, staff translator/Interpreter

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Translation/Interpreter Services	\$300.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

This year we had our first ever AVID night for parents and students. We had positive feedback from parents who attended. We included current students and potential students for next year's AVID classes, including parents and students from Isleton and DH White. We hosted several events for parents, including Orientation, Back-to-School night, Arena conferences, and Open House. We also have monthly SSC meeting which are open to the public and our Parent Teacher Club met 5 times and our ELAC met 5 times throughout the year We had boys basketball, girls basketball, and co-ed soccer teams and those games were well attended by parents and the community.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Our teachers had to prepare presentations for our AVID night, so money was allocated to cover the costs of teachers extra time.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will continue with our AVID night, so money has been budgeted for supplies (including food) and for teacher time. We will also be exploring activities we can plan to coincide with Open House to draw in more people. These changes can be found in the Goals, Strategies, and Expenditures section of the SPSA under Goal 4.

» GOAL 5

Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: Increase student performance

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

Identified Need:

Goal Statement:

Increase ELA Proficiency rates, Math Proficiency rates, and EL Reclassifications. See an increase in student scores on the SBAC and NWEA MAP tests. See an increased number of EL students progressing on their ELPAC testing, as well as showing academic improvements and success in their core subject areas.

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

SBAC scores
 NWEA MAP scores
 ELPAC results and RFEP data
 Honor roll data
 Student grades
 Observational data on student engagement in class

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

We will monitor assessment data throughout the year in staff meetings and grade level/department collaboration. We will monitor participation in Sacramento County's AVID workshops and collect data from walk-throughs and instructional rounds on AVID strategies, academic conversations, and student-centered learning.

Strategy:

We will provide high quality instruction in all classrooms, every day. We will build in supports for all students, with emphasis on English Learners, Hispanic students, and socio-economically disadvantaged students. Teachers will continue to attend professional development workshops on AVID strategies both in-house at staff meetings and through Sacramento County Office of Education.

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

EL students are not progressing in their English acquisition. There was a low percentage of students who tested proficient in Common Core State Standards in the areas of Math and Language Arts. Students need more effective teaching strategies that engage them in the lesson, including increased academic conversations and more student-centered learning.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
MAP and SBAC scores will increase in both EL and EO students. Data from academic walk-throughs and instructional rounds will reflect an increase in AVID strategies, academic conversations, and student-centered learning in the classrooms. Our library will continue to offer high-interest reading material to our students.	Data from instruction rounds/observations this year showed an increase in academic conversation at Riverview. Next year we will expand our focus to include AVID strategies and student-centered learning in observations. Our library will continue to offer high-interest reading material to our students.	MAP, SBAC, and curriculum-based assessments scores will improve. Student focus and interest in class will increase. Instructional rounds/observation data will reflect and increase in AVID strategies, academic conversations, and student-centered learning.

STRATEGY/ACTIVITY 4

Strategy Title: **AVID Training and Implementation**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Teachers will continue to attend professional development for AVID strategies. Riverview will subscribe to Sacramento County Office of Education's AVID professional development series. Substitutes will be provided for teachers to attend these trainings throughout the school year. AVID supplies will be purchased, including college t-shirts, college pennants, and white boards for tutorials.

Measures:

Number of teachers attending the AVID PD sessions. Purchase of AVID supplies will be monitored and tracked for district purposes and AVID reports.

People Assigned:

AVID Coordinators, AVID Teacher, Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Subscription to SCOE AVID PD	\$650.00
Site Supplemental and Concentration	Substitutes for SCOE AVID trainings (8 days)	\$1,360.00

STRATEGY/ACTIVITY 5

Strategy Title: Observations and Academic Walk-throughs

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Three times per year, teachers will observe other teachers to identify effective teaching and behavior management strategies.

Measures:
Teachers will implement effective teaching and behavior management practices, including AVID strategies, academic conversations and students led learning activities. Student focus and achievement will increase throughout the subjects.

People Assigned:
Principal, Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Substitutes for observations and academic walk-throughs	\$800.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Instructional materials were purchased to improve student achievement in the areas of ELA, math, and ELD. Teachers were consulted to ensure materials would have a maximum benefit for the students.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

No major changes

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

The focus of this goal will be our AVID program. We will again subscribe to SCOE's AVID Professional Development Series. This year we had 5 teachers attend workshops. The goal next year is for 8 teachers to attend. These changes can be found in the Goals, Strategies, and Expenditures section of the SPSA under Goal 5.

» GOAL 6

Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: Librarian

State Priorities:

- 4 - Pupil Achievement

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Identified Need:

Goal Statement:

The school Librarian will help students select appropriate books for their reading level, provide research materials for projects, and facilitate the checking out of books. The Librarian also maintains the books, shelving, and meeting areas in the library. The Librarian organizes the database that stores information when checking out books and uses the scanners to make the process of checking out books more efficient. The Librarian also catalogs and checks out all textbooks.

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

Teacher and student input
check-out data
Monitoring of textbooks

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

Look at the number of books being checked out, monitor how busy the library is on days when the Librarian is on site. Monitor the efficiency of the scanners and database. Solicit teacher and student input on effectiveness of library system and books.

Strategy:

Observe library use on Tuesdays when the Librarian is on campus. Include questions about library use and library interest on annual school survey. Teachers will take their classes to the library in the beginning of the year to check out textbooks.

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

Teachers will use the library when it is available and take their classes to check out books when the Librarian is on campus. Teachers coordinate research projects with the Librarian and make requests for certain book titles or genres. We need to follow up with students who do not return textbooks and bill the family accordingly.

STRATEGY/ACTIVITY 1

Strategy Title: Librarian Salary

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Provide the school with a Librarian one day a week. Utilize the Librarian for checking out books to students, assisting teachers with school research projects, and allowing the Library to be a safe place for students.

Measures:

Pay the Librarian's salary for 1/5 of the week that she is on site. Use her to the fullest potential when she is on campus. Utilize the scanning software and equipment that was purchased last year to improve efficiency with checking out books and cataloging.

People Assigned:

Librarian, Teachers, Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Librarian Salary	\$2,835.00

STRATEGY/ACTIVITY 2

Strategy Title: Library Service Agreement

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

The Librarian uses Companion software, and the subscription needs to be update annually.

Measures:

Companion software will be used to monitor and catalog library books.

People Assigned:

Librarian, Principal, Office Assistant

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Library Materials	\$800.00

STRATEGY/ACTIVITY 3

Strategy Title: Library Books

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

The Library is in need to funds for updated the books, replacing worn out books, completing series and purchasing popular and best-selling books for our students to access. It is important to keep the books up-to-date so our students are encouraged and enthusiastic in their reading.

Measures:

The Librarian will purchase the books periodically, based on a list kept throughout the year of books that need to be replaced or purchased.

People Assigned:

Librarian, Principal, Office Assistant

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Library Books	\$500.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Our librarian is scheduled and budgeted to be at Riverview on Tuesdays. She maintains the check-out system and aids students and teachers in finding books. She also catalogs and checks out textbooks to students.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

No major differences.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No major changes.

» GOAL 7

Goal Area: LCAP Priority 5 - Pupil Engagement

Goal Title: Student 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

Identified Need:

Goal Statement:

Students will be honored and rewarded for good behavior and academic success. Increasing student attendance and promoting a positive school climate will have a positive influence on student achievement.

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

Attendance rates
Honor roll/GPA data
Teacher input
Panorama survey
Discipline records

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

Student progress over time in the areas of grade point average, number of detentions assigned, number of suspensions and expulsions school wide, and teacher analysis of classroom disruptions. We will also monitor the number, frequency, and type of positive incentive to determine any changes to behavior and academics during those times.

Strategy:

Honor students for academic achievement and attendance on a quarterly basis, by having a reward that is chosen by students (pizza or ice cream party). Hold Panther of the Month luncheons where teachers invite a student and their guest to lunch who have demonstrated our Panther trait of the month.

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

Overall behavior at Riverview has improved drastically which leads to increased student engagement in class. Our attendance rate stayed at 95% from last year to this year. By adding a behavior incentive, we hope that percentage will increase.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Quarterly GPAs and attendance rate will improve. Behavior and overall school culture will improve.	This year we recognized Honor Roll students, but did not recognize Perfect Attendance. Panther of the Month was added this year. The event was very popular among students and provided an opportunity for teachers and students to interact on a more social level.	The number of Honor Roll and Perfect Attendance students will increase. Panther of the Month luncheon will continue to be well attended by students.

STRATEGY/ACTIVITY 1

Strategy Title: Awarding Academic Achievement

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Have an award assembly quarterly in which students are honored for their academic achievement. Students will also be honored for Perfect Attendance.

Measures:

Students will be honored for having a GPA of 3.5 or higher on their report card. Students will be honored who have had Perfect Attendance for the quarter.

People Assigned:

Teachers, Principal, Secretary

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Honor Roll Celebration	\$400.00
Site Supplemental and Concentration	Perfect Attendance Celebration	\$181.00
Lottery: Unrestricted	Perfect Attendance Celebration	\$419.00

STRATEGY/ACTIVITY 2

Strategy Title: Student Recognition

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Recognize students monthly for exhibiting the Panther Trait of the Month. Monthly traits and a corresponding quote are announced each morning on the daily announcements to remind students.

Measures:

Staff identifies students who practice the Panther Trait of the Month by inviting students and a friend to the Panther of the Month lunch.

People Assigned:

Teachers and Staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Panther of the Month lunch	\$800.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Students were recognized for honor roll achievement and positive behavior. With student, staff, PTC and SSC input and help, we scheduled reward parties at the end of each quarter for honor roll students. Staff also wanted to recognize students who display Panther Traits, so we had a monthly Panther of the Month luncheon where teachers invited a student and that student's guest to attend a lunch catered by our food services department.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Because the guidelines for food services changed, we decided not to have a Principal's BBQ. Students enjoy Panther of the Month lunches so that replaced Principal's BBQ. Students also gave input into what kind of reward they wanted for Honor Roll, which included a pizza party, ice cream social, and root beer float party. Teachers also decided to eliminate the Panther Pride Coupons.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

This year will continue with Honor Roll rewards and Panther of the Month lunches, and we will also add attendance awards. These changes can be found in the Goals, Strategies, and Expenditures section of the SPSA under Goal 7.

» GOAL 8

Goal Area: LCAP Priority 6 - School Climate

Goal Title: 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

Identified Need:

Goal Statement:

Create a safe environment that promotes respect and responsibility and uses restorative practices to repair harm and restore relationships. Build relationships between and among staff and students through our houses system and school activities to create a positive culture and climate at Riverview. Use restorative conferences to meet with students and families after conflicts and suspensions. Plan engaging and fun school activities that increase school pride and participation.

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

Staff and student surveys
 Staff and student observations
 Detention and suspension data
 Participation in school events and sporting events

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

We will analyze data to detect trends in both positive and negative behaviors. We will track student participation in events such as spirit week, dances, and rallies. Staff will track behavior and analyze both positive and negative behaviors in students.

Strategy:

Use restorative practices and build relationships between and among staff and students to solve small conflicts before they become bigger. Train teachers to make connections with students in their house to build the sense of belonging and community in the school. Staff will conduct frequent check-ins with each other and students to gauge the general climate on campus. Our Leadership teacher and students will attend CADA and CASL conferences to be able to plan exciting and engaging school activities that will increase student participation and school pride. Continue to support Riverview sports by ensuring coaches are secured and compensated.

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

The general school climate at Riverview has declined in recent years. We made several changes this year that improved student behavior, including communication between parents, students and staff; using restorative practices to teach students how to resolve conflicts peacefully; adding houses and building smaller communities within Riverview. We will continue with training in restorative practices, building relationships, and planning engaging school events.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
The general school culture of Riverview will improve as reflected in class disruptions, behavior referrals, disciplinary actions, and suspensions. The Principal and staff will be trained in restorative practices for discipline. House meetings will be fun and engaging, and students will have a sense of belonging in the meetings. Our Leadership teacher and students will continue to offer exciting and interesting activities for our students throughout the year. We will offer girls volleyball, girls and boys basketball, and co-ed soccer team sports.	This year the Principal was trained on restorative practices, but no staff members were. Also, this was our first year of implementation with our house system. Enthusiasm for the house activities was good, but participation in house meetings was sometimes lacking and difficult for teachers to manage. Our Leadership students attended CASL conferences, but the Leadership teacher was not able to attend the CADA conference due to a lack of funds. We offered girls and boys basketball and co-ed soccer this year, but were unable to find a volleyball coach.	Restorative practices will result fewer suspensions, improved student behavior, and a decrease in time students spend outside of school for discipline. By planning and training the teachers in team-building activities, house meetings will be more fun and engaging for students, and we will build capacity in our teachers so they feel more comfortable leading them. Our Leadership teacher and students will attend both CASL and CADA conferences. We will offer all 3 sports this year.

STRATEGY/ACTIVITY 1

Strategy Title: Restorative Practices Training

Students to be Served by this Strategy/Activity:

Strategy/Activity:

- Task:**
Attend Restorative Justice and/or PBIS training with various staff members in order to have a base knowledge of restorative practices and how they can be used at our school. Develop a plan for implementation with the trained teachers and allow time to share what they have learned through a train the trainer method of professional development.
- Measures:**
Train the entire staff on restorative practices throughout year to improve school culture and behavior. Over time implement restorative mediation, restorative conferences, classroom circles, and positive incentives.
- People Assigned:**
All staff members.

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Restorative practices training	\$1,150.00
Site Supplemental and Concentration	Substitutes for 4 days of restorative practices training	\$680.00

STRATEGY/ACTIVITY 2

Strategy Title: Security Cameras

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Installation of additional security cameras and maintenance and service on existing cameras.

Measures:

Security cameras will help students and staff feel safe as well as monitor student behavior, accidents, and dangerous situations.

People Assigned:

Principal, Office Assistant, Maintenance

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Security Cameras	\$2,719.00

STRATEGY/ACTIVITY 3

Strategy Title: Staff Training on Improving School Culture

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Staff will be trained on team building and inclusion practices to build comradery and sense of belonging in our houses system.

Measures:

Positive feedback from staff regarding house meetings and rallies. Increased student engagement and positive behavior during house meetings and rallies.

People Assigned:

Principal, all staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	School Culture Training	\$400.00
Discretionary	School Culture Training	\$600.00

STRATEGY/ACTIVITY 4

Strategy Title: Leadership Training

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Our leadership teacher will attend the annual CADA Leadership Conference to build capacity for establishing a positive school culture.

Measures:
Increased student and staff involvement in school functions, including activity nights, spirit week, rallies and house meetings.

People Assigned:
Leadership Teacher

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	CADA Leadership Conference	\$900.00
Site Supplemental and Concentration	CADA Leadership Conference	\$600.00

STRATEGY/ACTIVITY 5

Strategy Title: Sports Teams

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task: Provide a stipend for coaches of girls volleyball, girls basketball, boys basketball and co-ed soccer in accordance with the RDUSD contract. Also, provide substitutes for teachers/coaches on game days.

Measures:
Riverview will offer opportunities for students to participate in the 3 sports within our league (girls volleyball, girls basketball, boys basketball and co-ed soccer).

People Assigned:
Principal, Athletic Director, Coaches/Staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Coaches Stipends	\$5,600.00
Lottery: Unrestricted	Substitutes to cover for teachers on game days	\$1,000.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The new administrator attended the California Association of Supervisors of Child Welfare and Attendance (CASCWA) conference and a workshop on bullying prevention. A houses system was created at Riverview to build relationships and empathy among and between staff and students. Leadership students planned many activities throughout the year to increase school pride, including spirit weeks, dances, and monthly activity nights. Students were also able to win points for their houses through rallies, canned food drives, and coin combat.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

In an effort to improve school culture, 4 houses were created at Riverview and students blindly picked their house color. Team building activities and house pride was a large part of Riverview's focus this year. The staff decided together that Restorative Justice wasn't working for Riverview, so the site administrator attended the CASCWA and bullying conferences instead.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Next year the site administrator and 2 staff members will attend Positive Behavior Interventions and Supports conference in an effort to continue improving the behavior and school culture. We will also be training all staff on activities and practices for house meetings, such as team and relationship building games. Because the Leadership class has become a large part of improving our school's climate, our leadership teacher will attend the annual California Association of Directors of Activities (CADA) conference. We have also allocated funds to pay 4 coaches to ensure Riverview students are able to participate in after-school sports. These changes can be found in the Goals, Strategies, and Expenditures section of the SPSA under Goal 8.

» GOAL 9

Goal Area: LCAP Priority 7 - Course Access

Goal Title: Course Access

State Priorities:

- 7 - Course Access

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Identified Need:

Goal Statement:

Students will continue to have opportunities to participate in AVID, Leadership, Art, as well as classes that meet more specific needs, Study Skills and Transitional English.

AVID is comprised of students who applied and were interviewed before being selected for the class. Leadership is a class of students who organize and host events on campus, advertise for school functions, and take an active role in improving the school climate and culture.

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

SBAC and NWEA MAP scores

ELPAC scores

Student interest in electives (registration sign ups)

Attendance rates

Behavior records

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

Meet with teachers to review data and reports. Identify students who would benefit from placement in particular elective.

Analyze registration forms for student interest in classes. Monitor data throughout the year and adjust placement as needed.

Strategy:

Throughout the year we will analyze the proper placement of students, especially those in intervention classes. We will make adjustments if needed to support students' academic achievement. In Spring, we will analyze student registration to gauge interest in electives. We will analyze ELPAC scores to ensure students are properly placed in their ELD classes.

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

Students who are able to participate in elective courses are able to find new ways to explore learning and build skills that support their core classes.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Students will continue to be able to choose from 3 different electives (Art, AVID, and Leadership). As our AVID program grows, participation for both new and returning students will increase. Students will continue to be interested in Leadership and Art.	This year our AVID 6 and 7 classes were full, but we had a small AVID 8 class. Next year all 3 of our AVID classes will be full as student interest in and understanding of AVID increases. Student interest continues to hold steady for Leadership and Art.	Our AVID 6, 7, and 8 classes will continue to be full and well-attended. We will also increase the number of AVID tutors. Leadership and Art will continue as popular electives.

STRATEGY/ACTIVITY 1

Strategy Title: **Elective Support**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Provide elective teachers with the instructional materials needed to run a successful and effective classroom. Art uses many items that are single use and new supplies are needed for almost every project. Portable white-boards will be purchased for AVID tutorials. T-shirts and college pennants will be purchased to promote a college-going atmosphere. Leadership uses art supplies, notebooks, and other supplies for lessons and projects.

Measures:

Determine the needs of each of the elective teachers and provide materials that would allow students course access. Increased visibility of college paraphernalia.

People Assigned:

Teachers and Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Art supplies	\$1,500.00
Lottery: Unrestricted	Leadership Supplies	\$400.00
Site Supplemental and Concentration	AVID Supplies	\$750.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Students were given the opportunity to enroll in electives and support classes. Electives included Art, Leadership and AVID. Students were interviewed and teacher input was considered when choosing students for Leadership and Art. Some students were also enrolled in support classes such as Study Skills and ELD. Test scores, attendance records, grades and teacher input was analyzed to decide enrollment in these classes.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Some electives listed in the plan were not offered, such as Weight Training, Journalism and Accelerated Reading due to lack of student interest.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

To ensure equity among the electives, money was budgeted for each elective with teacher input. Also the total amount budgeted was increased from \$2000 to \$2650 based on current year's expenditures and teacher input. These changes can be found in the Goals, Strategies, and Expenditures section of the SPSA under Goal 9.

» GOAL 10

Goal Area: LCAP Priority 8 - Other Pupil Outcomes

Goal Title: Other Student Outcomes

State Priorities:

- 8 - Other Pupil Outcomes

LCAP Goal:

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Identified Need:

Goal Statement:

Create an environment where students of all subgroups are able to achieve academic success.

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

Student grades
Promotion ceremony participation
Attendance records
Behavior records
SBAC, NWEA MAP and ELPAC scores
Parent education level
Sports eligibility

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

Analyze data to determine students' engagement in school. Yearly analysis of SBAC and ELPAC scores, and semi-annual analysis of MAP test results.

Strategy:

Work with staff to identify and help students who need additional assistance to achieve academic and social success on campus. Create school-wide supports to assist all students to be successful in school.

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

State assessment show an achievement gap between White and Hispanic students and between socio-economically disadvantaged students and non-socio-economically disadvantaged students. In order to create a culture where all students are successful, we will continue to analyze test scores and grades throughout the year; continue to encourage students to enroll in AVID class; continue to train teachers on effective strategies, such as AVID and increase academic conversations among students; and take our 7th and 8th grade students on college tours.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Increased MAP, SBAC and curriculum assessment scores, as well as student GPAs. Increased college-going culture as reflected by students interest in college in all classes, particularly AVID.	This year our 7th and 8th grade and well as AVID students visited UC and community college campuses.	Our 7th and 8th grade and AVID students will continue to visit college campuses and also trade school campuses.

STRATEGY/ACTIVITY 1

Strategy Title: [Improve Student Outcomes](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

Determine the incentives and programs that will help students be more successful behaviorally and academically to ensure they receive every opportunity to be in class and learn. Provide opportunities for students to attend a college field trip to promote a college-bound culture.

Measures:

Use restorative practices and other positive behavior incentives to increase student behavior and less time out of class. Determine the effectiveness of visiting a college campus on students' attitude toward attending college.

People Assigned:

Staff, Teachers, and Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Substitutes for college field trips	\$400.00
Discretionary	College field trips transportation	\$1,200.00
Discretionary	Substitutes for college field trips	\$600.00
Site Supplemental and Concentration	College field trips transportation	\$800.00

ANNUAL REVIEW

SPSA Year Reviewed: 2018-19

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Student achievement continues to be a priority at Riverview. Teachers meet individually with students and communicated regularly. Our SIS allows families to monitor their student's academic progress. To promote a college-going culture, our 8th graders toured UC Berkely and our 7th Graders toured UC Davis. In addition, our AVID students toured Delta Community Collge.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

The SSC decided that only the 7th/8th graders and AVID students would attend college field trips because the allocated funds would not cover a 6th grade field trip.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Only the 7th/8th grade students will attend college field trips. These changes can be found in the Goals, Strategies, and Expenditures section of the SPSA under Goal 10. AVID field trips are funded with district funds.

» BUDGET SUMMARY

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$0.00
Total Federal Funds Provided to the School from the LEA for CSI	\$0.00
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$49,432.00

» OTHER FEDERAL, STATE, AND LOCAL FUNDS

List of the additional Federal programs that the school is including in the schoolwide program.

List the State and local programs that the school is including in the schoolwide program.

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$14,925.00	\$15,425.00
0000 - Discretionary	\$23,300.00	\$21,802.00
0740 - Site Supplemental and Concentration	\$11,207.00	\$11,769.00

Allocated subtotal of state or local funds included for this school: **\$49,432.00**

Expenditure subtotal of state or local funds included for this school: **\$48,996.00**

Allocated total of federal, state, and/or local funds for this school: **\$49,432.00**

Expenditure total of federal, state, and/or local funds for this school: **\$48,996.00**



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
Teresa Lyon	Parent or Community Member	treelyon@frontiernet.net	05/31/2019
Dominic Ciaramitaro	Classroom Teacher	dciamitaro@rdusd.org	05/31/2019
Owen Drury	Parent or Community Member	odrury@gmail.com	05/31/2019
Amy Dyckovsky	Classroom Teacher	adyckovsky@rdusd.org	05/31/2019
Elvia Coronado	Parent or Community Member	cositalinda@citilink.net	05/31/2019
Randall Jelly	Parent or Community Member	jellyrandall@yahoo.com	05/31/2019
Marcy Rossi	Principal	mrossi@rdusd.org	05/31/2019

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	0	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:
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:

05/31/2019

Attested:

Marcy Rossi, Principal
 Typed name of School Principal

Marcy Rossi
 Signature of School Principal

5/31/19
 Date

Owen Drury
 Typed name of SSC Chairperson

Owen Drury
 Signature of SSC Chairperson

5/31/2019
 Date



ANALYSIS OF CURRENT EDUCATIONAL PRACTICE

Use of state and local assessments to modify instruction and improve student achievement (ESEA):

Teachers use MAP and SBAC, textbook generated assessments, and teacher generated summative and formative assessments to gauge student learning. Teachers utilize results to identify areas of concern with students and modify lessons.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC):

Teachers utilize results of Benchmark Assessments, textbook generated tests, teacher generated summative and formative assessments to identify students' strengths and weaknesses, specifically in Math and English. The school site is utilizing Aeries for all students, to assist in the communication with parents and guardians. This assists teachers and parents in identifying and communicating potential problem areas in individual students.

Status of meeting requirements for highly qualified staff (ESEA):

All teachers are highly qualified as defined by ESEA.

Principals' Assembly Bill (AB) 75 training on State Board of Education (SBE) adopted instructional materials (EPC):

All teachers have been trained on adopted instructional materials.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to AB 466 training on SBE-adopted instructional materials) (EPC):

All teachers are credentialed in the subject areas they teach. Professional development in curriculum and instructional strategies is provided on site as well as by the district office and Sacramento County Office of Education. Teachers are also encouraged to access other relevant conferences and workshops.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA):

Currently all teachers are teaching within their credentialed area of expertise. Staff routinely attends professional development activities in their subject areas, as well as AVID strategies and Academic Conversations. Professional development is provided for staff based on our site focus, the request of individual staff members, and as part of the district in-service days.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC):

Content area experts and instructional coaches from Sacramento County Office of Education, peer educators, and our district instructional coach are utilized to support staff development and student achievement.

Teacher collaboration by grade level (K-8) and department (9-12) (EPC):

Teachers frequently informally collaborate with grade level peers, and articulate with 6th through 8th grade subject matter peers. A total of 13 teachers are at Riverview and meetings occur in an organized setting and informal setting. Informal collaboration occurs often because of the small nature of the site.

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA):

Riverview uses both state and local assessments to modify instruction, and improve and monitor student achievement. Students are routinely assessed using standards-based materials which are designed to check progress. The staff utilizes curriculum-embedded assessments to monitor student progress for mastery. Both staff and administration use SBAC, MAP, and ELPAC assessment data to determine placement intervention/support classes, instructional groups, SST referrals, at-risk referrals, EL reclassification, AVID placement, and overall school-wide and sub-group progress.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K-8) (EPC):

Students are enrolled in the appropriate number of instructional minutes for ELA and Mathematics for grades 6-8.

Lesson pacing schedule (K-8) and master schedule flexibility for sufficient numbers of intervention courses (EPC):

Curriculum pacing guides are used in core classes. The master schedule includes study skills intervention classes.

Availability of standards-based instructional materials appropriate to all student groups (ESEA):

Standards-based materials are available in all subject areas. Supplemental materials are available for ELD student instruction.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC):

All students have access to SBE-adopted and standards-aligned instructional materials, including textbooks, in all core subject areas.

Services provided by the regular program that enable underperforming students to meet standards (ESEA):

All underperforming students receive differentiated instruction, SDAIE/GLAD strategies, and supplemental materials from adopted curriculum during the regular school day. Classroom teachers meet varying needs of underperforming students using research-based, adopted instructional materials, differentiated grouping, and the use of extra support materials that supplement the core instructional program.

Special Education students are provided with an Individual Education Plan that is implemented by a team of teachers, parents, and administrators. Student Study Team meetings provide an opportunity for staff to discuss and plan strategies for student success.

Research-based educational practices to raise student achievement at this school (ESEA):

TEachers use AVID, GLAD and other research-based practices on a daily basis to raise student achievement.

Resources available from family, school, district, and community to assist under-achieving students (ESEA):

Service organizations and individuals donated to provide purchase new technological equipment, rewards for good behavior, and supplies for team-building House activities. The School Site Council, English Language Advisory Committee, and Parent Teacher Club regularly discuss and support activities at Riverview. The community also assisted in fundraising for the Washington DC trip, Point Bonita Science camp, and Tobishima, Japan Sister City trip as they have in the past.

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):

The School Site Council brings together representative parents, teachers and other school personnel along with students to plan and oversee the implementation of the Single Plan for Student Achievement.

Services provided by categorical funds that enable underperforming students to meet standards (ESEA) :

Categorical funds are used to provide staff the necessary professional development and materials for regular day school activities. Additional materials and technology have been provided for staff and student use to meet the standards.

Fiscal support (EPC):

Categorical funds are expended with a focus on increasing the academic achievement of Riverview students in accordance with the budget outlined in the Single Plan for Student Achievement..

SPSA 2019-20

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Isleton Elementary

Local Board Approval Date: 06/11/2019

Schoolsite Council (SSC) Approval Date: 05/21/2019

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/>



» PURPOSE AND DESCRIPTION

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Isleton's Site Plan for Student Achievement is a schoolwide program plan.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Annually Isleton Elementary School staff, Parents, ELAC, and PTA members are involved in the process of giving input to the site council in regards to the SPSA. The council takes this feedback very seriously when creating goals, budgets, and action items in the SPSA. A needs assessment is also done annually, using a variety of assessment data, parent survey results, stakeholder feedback, and the California School Dashboard Indicators.

» STAKEHOLDER INVOLVEMENT

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update.

The SPSA Annual Review and Update has been an ongoing cycle of improvement. The site council began meeting in September, 2018, and met throughout the school year to review and update. Once the site council initially reviewed the site plan, staff and parents provided input through formal (staff) and informal (principal coffee) processes. ELAC attended meetings with and after site council and also provided an opportunity to give input to ensure students' needs are met. In spring, principal reviewed LCAP goals and actions with site council and the group provided input. In April, 2019, site council completed year-end review of goals and actions for site plan, as well as budget priorities, for 2019-2020. Site council approved plan in May, 2019.

» RESOURCE INEQUITIES

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

Goals, Strategies, Expenditures, & Annual Review

» GOAL 1

Goal Area: LCAP Priority 1 - Basic Services

Goal Title: Clean, Safe and Mentally Stimulating Learning Environment

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

Identified Need:

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 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.

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 every year for the last two years; 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. Teachers are also building on their knowledge of how to integrate technology into the classroom, which will potentially mean more auxilliary equipment items such as Smart Boards to the classroom.

STRATEGY/ACTIVITY 1

Strategy Title: **Facility Needs**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

STRATEGY/ACTIVITY 2

Strategy Title: **Curricular Needs**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

STRATEGY/ACTIVITY 3

Strategy Title: Physical Safety of Site

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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.
- Investigate additional areas for security cameras to be installed, if beneficial.
- Continue advocating for 3 interior doors to have locks installed 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.

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Security Camera Contract	\$1,100.00

STRATEGY/ACTIVITY 4

Strategy Title: Update Technology

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Tech Hardware	\$2,650.00

» GOAL 2

Goal Area: LCAP Priority 2 - Implementation of State Standards

Goal Title: Implement Common Core 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.

Identified Need:

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 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 2019. The principal and teachers will examine the results and determine priorities for the 2019-2020 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 2019. 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 on growth goals, targeted PD and support through peer observations, strategy sharing
- Conduct walk throughs and instructional rounds
- Purchase supporting instructional materials

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 receive PD with new NGSS curriculum.

STRATEGY/ACTIVITY 1

Strategy Title: NGSS/CCSS Professional Development

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

STRATEGY/ACTIVITY 2

Strategy Title: CCSS Supplemental Materials

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Phonics Consumables	\$500.00
Site Supplemental and Concentration	Intervention Materials	\$1,510.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Educational Software	\$500.00

STRATEGY/ACTIVITY 3

Strategy Title: Mathematics/ELA Curriculum

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

STRATEGY/ACTIVITY 4

Strategy Title: NGSS Implementation

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- School wide schedule will reflect science period aligned with NGSS standards
- All teachers will teach required science standards
- Teachers will use GLAD and other effective strategies within science, including arts and technology integration
- Provide alternate activities for acquiring and mastering science standards (field trips, assemblies).
- Non-fiction Science texts will be used during ELA instruction
- Teachers will be provided budget to purchase STEM materials to support new standard implementation
- Teachers began using science adoption materials in 2019-2020

Measures:

- lesson plans
- walkthroughs
- POs from materials purchased
- Staff meeting notes from collaboration time
- Assessment scores

People Assigned:

- Teachers/ Staff
- Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	STEM Supplies	\$1,000.00



GOAL 3

Goal Area: LCAP Priority 3 - Parent Involvement

Goal Title: 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.

Identified Need:

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 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

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

STRATEGY/ACTIVITY 1

Strategy Title: **ELAC/ Supporting English Learner Parents**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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
- Send team of parents to local CAFE and support parents attending statewide conference if available

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Parent CAFE conference	\$1,000.00
Lottery: Unrestricted	ELAC meeting refreshments	\$535.00

STRATEGY/ACTIVITY 2

Strategy Title: Family Literacy Opportunities

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Utilize monthly newsletter, FB, IG, individual calls 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 and other events
- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Family Literacy Nights materials	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Parenting Workshops	\$500.00
Discretionary	Parent Nights Incentives	\$300.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Parent Literacy	\$1,000.00

STRATEGY/ACTIVITY 3

Strategy Title: Parent Communication and Outreach**Students to be Served by this Strategy/Activity:****Strategy/Activity:****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 communication is effective and voices are heard
 - ◊ 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
- assist parent in eliminating the barriers between home and school

People Assigned:

- Principal
- Staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Bilingual Parent Liaison	\$15,275.00
Discretionary	Postage for mailings to families	\$600.00
Discretionary	Tiger Talk Breakfasts and Year End Volunteer BBQ	\$750.00

» GOAL 4

Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: 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

Identified Need:

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.
- 68% 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.
- 25% Reclassification rate for 2019-2020.
- 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

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 kinder, 2nd,4th, 5th and 6th in 2019-2020.
- differentiated learning opportunities in the form of field trips, theatre arts residency, and school clubs and enrichment activities

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

- 2018 ELA SBAC test results show: **56% of 3rd graders** met or exceeded standards; **41% of 4th graders** met or exceed standards; **76% of 5th graders** met or exceeded standards; and **86% of 6th graders** met or exceeded standards.
- 2018 Math SBAC test results show: **50% of 3rd graders** met or exceeded standards; **32% of 4th graders** met but or exceeded standards; **68% of 5th graders** met or exceeded standards; and **72% 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. They have attended math PD this year through the district, including Number Talks and Math Solutions. This will be a continued focus for 2019-2020.
- 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.
- As of April 2019, 26% of IES students were Redesignated. All but one of current 6th graders who have attended US schools since kindergarten have been redesignated, and that student is classified as special education. An area of focus for 2019-2020 will be to continue to support students with dual designations of EL and special education. Further, EL students will receive continued support to meet the expectations of ELPAC. There will be new reclassification criteria to meet on ELPAC that may be challenging for students.
- 89% of 5th graders met 4/6 Physical Fitness Zone goals in 2017-2018. This is 7% higher than 2016-2017, and shows PE and classroom teachers have implemented strategic supports to increase success. This will continue in 2019-2020.

STRATEGY/ACTIVITY 1

Strategy Title: Ongoing Assessment and Monitoring

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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; other classroom successes in the form of "brag tags" and 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Awards for Academic Achievement	\$800.00
Site Supplemental and Concentration	Subs for quarterly assessments	\$1,000.00
Site Supplemental and Concentration	Medals for Achievement- ELPAC	\$200.00

STRATEGY/ACTIVITY 2

Strategy Title: Collaborate Grade Level - School Wide

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 beginning and 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Book Study Materials	\$250.00

STRATEGY/ACTIVITY 3

Strategy Title: Differentiation

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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. Isleton Elementary is also committed to pursuing other partnerships to increase arts integration.**
- **Contract with organizations such as Effie Yeaw to bring learning activities to Isleton Elementary to enrich curriculum.**
- Set aside funds for enrichment supplies and GATE programming. Restart Enrichment Club minimum one time/month for students who scored Advanced and/or are identified as GATE. Provide funds for clubs, i.e. ukulele club and clubs for science/technology, etc.
- Provide flexible seating options in classrooms to support different learner needs.

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Transportation for Field Trips	\$800.00
Lottery: Unrestricted	Field Trips to Support Educational Program	\$2,500.00
Discretionary	GATE/Advanced Enrichment	\$550.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Transportation for Field Trips	\$1,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Enrichment Activities - Clubs, etc.	\$1,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	On Campus Learning Opportunities	\$2,000.00
Discretionary	Flexible Seating	\$700.00

STRATEGY/ACTIVITY 4

Strategy Title: Continue to Support English Learner Program

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	ELD coordinator conference	\$700.00

STRATEGY/ACTIVITY 5

Strategy Title: Implement Instructional Program with Intensity and Fidelity to Core Curriculum

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 budget 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Classroom supplies	\$3,050.00
Discretionary	Copier Lease	\$3,050.00
Discretionary	Copier supplies	\$2,000.00

STRATEGY/ACTIVITY 6

Strategy Title: Targeted Skills Intervention

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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
- Collaborate on ensuring students are referred to and receiving timely and appropriate interventions
- Track progress for all students in RTI
- 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

STRATEGY/ACTIVITY 7

Strategy Title: **AVID Implementation**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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
- Participate in District College and Career Week
- Provide parents with training on AVID
- Teachers and administrator attend Summer AVID Institute as well as PD provided through SCOE during school year
- AVID Site Team meets, develops site plan and provides training to staff on AVID strategies and the 4 Essentials
- Site purchases AVID specific organization items for all students (i.e. binders, folders, pencil pouches, etc) in order for ALL students to participate in AVID

Measures:

- classroom walkthroughs
- teacher lesson plans
- staff meeting agendas

People Assigned:

- Principal
- Teachers/Staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	AVID Supplies	\$1,500.00
Lottery: Unrestricted	College and Career Week Supplies	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	AVID PD	\$800.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	College and Career Activities	\$1,000.00

» GOAL 5

Goal Area: LCAP Priority 5 - Pupil Engagement

Goal Title: 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

Identified Need:

Goal Statement:

Isleton Elementary fosters student connectedness that results in 97% attendance and 10% 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 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.

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
- Principal will make home visits to support attendance efforts
- provide support to families and connection to service in relation to attendance.

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 for 2018-2019 was 14%, with two groups (SES and Caucasian) having the highest absenteeism. Targeted efforts to support families is essential to lowering the rate of absenteeism, including referrals for services, connections with transportation, and building relationships with the families.

STRATEGY/ACTIVITY 1

Strategy Title: Student Engagement Activities

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Student enrichment and No Tardy Party supplies	\$634.00
Lottery: Unrestricted	Yearbook Stipend	\$910.00

STRATEGY/ACTIVITY 2

Strategy Title: **Attendance**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Engage all parents through two way communication regarding attendance
- Students who have perfect attendance each quarter will receive recognition/award. Students with no tardies will participate in activities such as 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. Collaborate to eliminate barriers to student absences. Provide health supplies if needed and connect with services
- 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 the year celebration to celebrate high attendance rates. Student recognition/awards for perfect attendance

Measures:

- Attendance from Aeries
- Number of Chronic Absentees
- Copies of chronic absenteeism letters/Notes from parent meetings
- SARB notices
- Behavior Contracts
- SSTs

People Assigned:

- Principal
- Secretary
- Teachers/Staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Attendance Incentives	\$1,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Health Supplies	\$200.00



GOAL 6

Goal Area: **LCAP Priority 6 - School Climate**

Goal Title: 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

Identified Need:**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 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

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

In 2017-2018, Isleton suspended two students. As of May 2019, one student has been suspended. 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.

STRATEGY/ACTIVITY 1

Strategy Title: Promote Positive Student Behavior and Establish Positive Expectations

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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-4
- Provide extra time (1 hour/week) for counselor to meet 1:1 or in small groups with students after school
- Provide PD to staff members in MTSS-associated areas (interventions, trauma-informed practices, restorative justice, etc)

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
- Student Panorama surveys

People Assigned:

- Principal
- Classroom/SDC Teachers
- EL Support Teacher
- Support Staff
- School counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
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
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Counselor Extra Duty	\$773.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Yoga and Mindfulness	\$825.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	MTSS/Trauma Informed/Restorative Training	\$1,000.00

STRATEGY/ACTIVITY 2

Strategy Title: **Include Community Based Programs to Support Students**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 2019-2020
- 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



GOAL 7

Goal Area: LCAP Priority 7 - Course Access**Goal Title: Course Access - 21st century skills****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

Identified Need:**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 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)

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.

STRATEGY/ACTIVITY 1

Strategy Title: [Technology Skills Integration](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 k-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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Keyboarding Software	\$300.00

STRATEGY/ACTIVITY 2

Strategy Title: **Technology Integration/Support**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Technology Upgrades, Replacement and Maintenance	\$1,775.00

» BUDGET SUMMARY

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$28,648.00
Total Federal Funds Provided to the School from the LEA for CSI	\$0.00
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$64,037.00

» OTHER FEDERAL, STATE, AND LOCAL FUNDS

List of the additional Federal programs that the school is including in the schoolwide program.

Federal Programs	Allocation (\$)	Expenditure (\$)
3010 - ESSA-Title I, Part A, Basic Grants Low Income and Neglected	\$28,648.00	\$28,648.00

Allocated subtotal of consolidated federal funds for this school: **\$28,648.00**

Expenditure subtotal of consolidated federal funds for this school: **\$28,648.00**

List the State and local programs that the school is including in the schoolwide program.

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$10,179.00	\$10,179.00
0000 - Discretionary	\$15,800.00	\$15,800.00
0740 - Site Supplemental and Concentration	\$9,410.00	\$9,410.00

Allocated subtotal of state or local funds included for this school: **\$35,389.00**

Expenditure subtotal of state or local funds included for this school: **\$35,389.00**

Allocated total of federal, state, and/or local funds for this school: **\$64,037.00**

Expenditure total of federal, state, and/or local funds for this school: **\$64,037.00**

» **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		05/21/2019
Ligaya Apalit	Classroom Teacher		05/21/2019
Maggie Andersson	Parent or Community Member		05/21/2019
Stephanie Carvahlo	Other School Staff		05/21/2019
Karla Chavez	Parent or Community Member		05/21/2019
Nick Glende	Classroom Teacher		05/19/2019
Suzanne Cline	Other School Staff		05/21/2019
Claudia Diaz-Nunez	Parent or Community Member		05/21/2019
Maria Romero	Parent or Community Member		05/21/2019
Betty Garcia	Parent or Community Member		05/21/2019

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	5	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 G. 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:

05/21/2019

Attested:

Ms. Antonia Slagle, Principal
Typed name of School Principal


Signature of School Principal

5/21/19
Date

Nick Glende
Typed name of SSC Chairperson


Signature of SSC Chairperson

5/21/19
Date

SPSA 2019-20

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Walnut Grove Elementary

Local Board Approval Date: **06/11/2019**

Schoolsite Council (SSC) Approval Date: **04/24/2019**

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/>





PURPOSE AND DESCRIPTION

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

The purpose of this plan is a Schoolwide Program and Targeted Support and Improvement. The area for TSI is with socioeconomically disadvantaged students in math, where Walnut Grove Elementary School scored in the orange on the California School Dashboard Indicator for the last two years.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Annually our school develops a School Plan for Student Achievement (SPSA), taking into account feedback from all stakeholders, needs assessments, district LCAP goals, and assessment data, including SBAC scores and the California School Dashboard Indicators. This plan is presented to the local school board annually to seek their approval of the annual plan. Principals, the superintendent, and Educational Services all work together to be sure that each SPSA is aligned with the district LCAP goals and includes school improvement strategies in areas of need.



STAKEHOLDER INVOLVEMENT

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update.

Annually staff at Walnut Grove School, Parents, ELAC, and PTA members are involved in the process of giving input to the site council in regards to the SPSA. The council takes this feedback very seriously when creating goals, budgets, and action items in the SPSA. A needs assessment is also done annually, using a variety of assessment data, parent survey results, stakeholder feedback, and the California School Dashboard Indicators.



RESOURCE INEQUITIES

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

Goals, Strategies, Expenditures, & Annual Review



GOAL 1

Goal Area: LCAP Priority 1 - Basic Services

Goal Title: 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

Identified Need:**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 process will you use to monitor and evaluate the data?

Prior to the start of school, teacher/admin conducts an inventory and orders needed curriculum
 Maintenance of school facility by custodian, district
 Regular Safety Walk Throughs by custodian, admin, Safety Committee

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.

STRATEGY/ACTIVITY 1**Strategy Title: Facility Needs/Safety****Students to be Served by this Strategy/Activity:****Strategy/Activity:****Task:**

- As facility needs arise, teachers/staff will inform the custodian and/or principal.
- The 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 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 using Catapult EMS Emergency System.
- Replace classroom furniture as needed.

Measures:

- E-mails to Maintenance and Operations
- Work Orders Placed

People Assigned:

- Teachers/Staff
- Custodian
- Principal
- District Maintenance and Operations

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Replace Classroom Furniture as Needed	\$1,000.00

STRATEGY/ACTIVITY 2

Strategy Title: [Curricular Needs](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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



Goal Area: LCAP Priority 2 - Implementation of State Standards

Goal Title: 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.

Identified Need:

Goal Statement:

Walnut Grove School will 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, Math, and Social Studies. The Next Generation Science Standards (NGSS) are embedded in our new ELA curriculum, but additional focus on these standards is needed. A new Science curriculum is being purchased by the district for role out this school year, 19-20.

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.

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 2019-20 school year.

STRATEGY/ACTIVITY 1

Strategy Title: Professional Development for Teaching Staff

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 continue to be provided professional development/training in the alignment of ELD standards across all subject areas.(Integrated/Designated ELD)

- Teachers will continue to receive professional development on the ELA Common Core Frameworks.
- Teachers will have the opportunity to attend local Professional Development at SCOE.
- Teachers who have not yet been GLAD trained will be trained in GLAD.
- Schedule 40+ hours of PD for all staff. (Internal and External PD to be counted)
- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Supplies for Staff Trainings/PD	\$300.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Professional Development	\$2,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Subs for Release time for teachers to observe/collaborate	\$799.00
Site Supplemental and Concentration Grant	Professional Development	\$1,157.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Pre-Service Days for new teachers/Site Based PD (Provided by site leaders and experts)	\$1,451.00

STRATEGY/ACTIVITY 2

Strategy Title: **Providing Supplemental/Ancillary Materials**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- 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

People Assigned:

- District Personnel
- Teachers/Staff
- Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Supplemental Materials	\$3,500.00
Site Supplemental and Concentration Grant	Supplemental Materials	\$1,000.00

STRATEGY/ACTIVITY 3

Strategy Title: [Technology as a Tool to Access Standards /Core Program](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 or ipad.
- 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)
- Research/Solicit funding opportunities for additional chromebook carts to move toward 1:1 student/computer ratio schoolwide.
- Teachers will receive a beginning of the year troubleshooting training for site technology.

- 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 like Etc! Team will return and 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)
- PD certificates

People Assigned:

- Teachers/Staff
- Principal
- Data Path
- District Office

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration Grant	Technology Replacement/Repair Costs	\$1,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Technology Focused Professional Development	\$700.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Technology Replacement/Repair Costs (Student Devices)	\$3,110.00


GOAL 3

Goal Area: **LCAP Priority 3 - Parent Involvement**

Goal Title: **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.

Identified Need:

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 2019-20 school year

Photographs from school events

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

Office Sign-in sheets

Event Sign-in sheets

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.

STRATEGY/ACTIVITY 1

Strategy Title: **Communication with Parents**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 if student is struggling with academics or behavior.
- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Postage	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Translation/Parent Liaison Services 1 hour/day	\$6,675.00

STRATEGY/ACTIVITY 2

Strategy Title: **Grade Level Parent Trainings**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Supplies for Parent Trainings	\$250.00

STRATEGY/ACTIVITY 3

Strategy Title: Parent Volunteer Work Days

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	TB Tests	\$100.00
Lottery: Unrestricted	Saturday Parent Work Day Refreshments	\$200.00
Lottery: Unrestricted	Materials/Supplies for School Beautification	\$500.00

STRATEGY/ACTIVITY 4

Strategy Title: **ELAC Responsibilities**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 agendaize 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 at least two members to the district DELAC meetings.(2 year term)
- Provide parent training in the areas of discipline, nutrition and helping their students be successful in school or other areas identified in Need's Assessment
- 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 CAFE leadership conference and State CAFE Conference.

Measures:

- Agendas
- Sign-ins
- Site Council Minutes

People Assigned:

- ELAC Advisor
- ELD teacher
- Principal
- ELAC

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration Grant	Child Care Costs	\$200.00
Site Supplemental and Concentration Grant	Supplies for ELAC meetings/Trainings	\$350.00
Site Supplemental and Concentration Grant	CABE Conference	\$1,200.00

STRATEGY/ACTIVITY 5

Strategy Title: **Parent Involvement Opportunities**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 an annual Inclusive Muffins for Moms/Donuts for Dads event for parents.
- 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 ASP/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 to support parents in helping their child/children on homework
- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Supplies for parent meetings	\$550.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Title I Parent Conference or Guest Speaker	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Salary for Latino Family Literacy Facilitator	\$500.00
Site Supplemental and Concentration Grant	PD focused on Increasing Parent Involvement	\$800.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	PD Focused on Increasing Parent Involvement	\$500.00

**GOAL 4**

Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: Priority 4: Student 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

Identified Need:

Goal Statement:

#1 Provide at least 1 professional development opportunity to each staff member on site to improve and support student learning to close achievement gaps and ensure all students who graduate are college and career ready.

#2 By the end of the 2019-20 school year, students in all specialized groups, especially students who are socioeconomically disadvantaged will move from the orange to the yellow indicator on the California Schools Dashboard Indicator in the area of math.

#3 For the 2019-20 SBAC Assessment, fifty-five percent (55%) of our students will achieve Standards Met or Exceeded in ELA and forty-two percent (42%) of our students will achieve Standards Met or Exceeded in Math.

#4 For the 2019-20 SBAC Assessment, we will reduce "Not Met" in ELA to 20% and "Not Met" in Math to 13%.

#5 No less than 20 EL students over two years will be reclassified as Fluent English Proficient (RFEP) and all 6th grade students will be reclassified prior to leaving for 7th grade.

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

- After analyzing the last two years of the California School Dashboard Indicator for Mathematics achievement, it was found that all student groups at Walnut Grove Elementary are in the Red or Orange in 2017-2108. Our students who are identified as socioeconomically disadvantaged were in the Red in 2016-2017 and in the Orange in 2017-2108 identifying us as a Targeted for Support and Improvement (TSI) school.
- The previous goal for 2018-2019 was that 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 2019. Actual for 2018 was just over fifty percent (50.61%) for ELA and close to thirty-six percent (35.81%) in Math. Therefore, we are increasing our targeted goal for the 2019-2020 school year.
- Our previous goal for the 2018-2019 school year was to reduce the number of students with standards "Not Met" by 5%. In ELA this number reduced from 33% to 28%, and in Math this number will be reduced from 30% to 25% standards "Not Met". The actual data for 2018-19 (spring 2018 testing) was 24.69% "Not Met" in ELA and 19.75% "Not Met" in Math. We met both of these goals. Therefore, we are setting our targeted goal even lower for the 2019-2020 school year.
- In the spring of 2018 all Annual English Language Learners took the new ELPAC exam instead of CELDT. Baseline scores were determined. Students are reclassified using this data. In 2017-18, twelve of our EL students were reclassified and, in 2018-19, 22 of our EL students were reclassified. These accomplishments brought our total to 34 EL students being reclassified in just two years.

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

Reclassification Rates

CAASPP annual Assessment Data

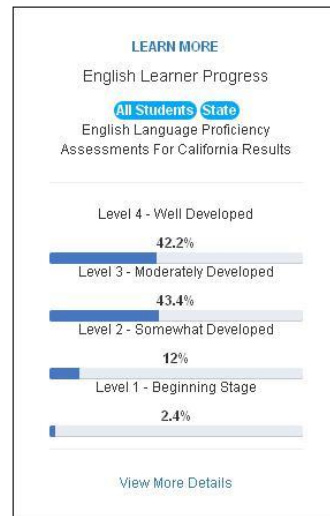
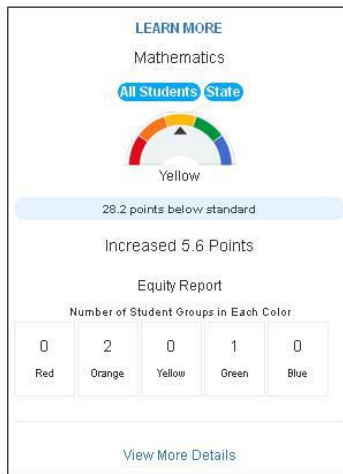
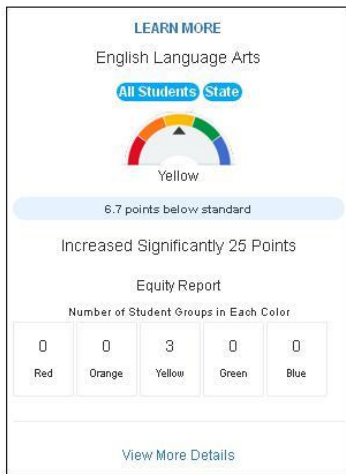
- CAASPP Interim Assessment Data
- MAP Assessment Data
- Curriculum Assessment Data
- CAASPP Results from spring 2014-15, 15-16, 16-17, 17-18, 18-19 Comparison
- ELPAC Results
- California School Dashboard Indicators

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

See above data

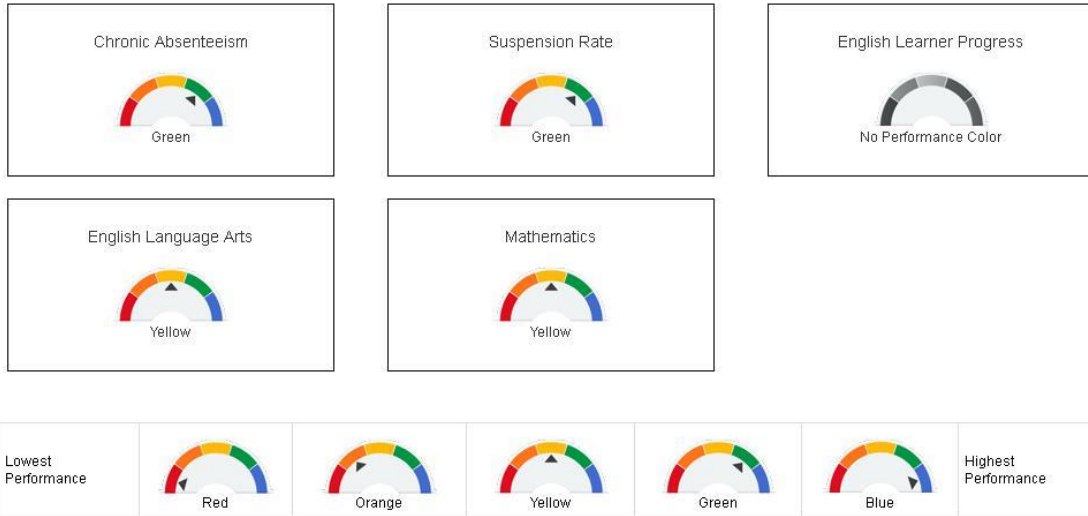
Academic Performance

View Student Assessment Results and other aspects of school performance.

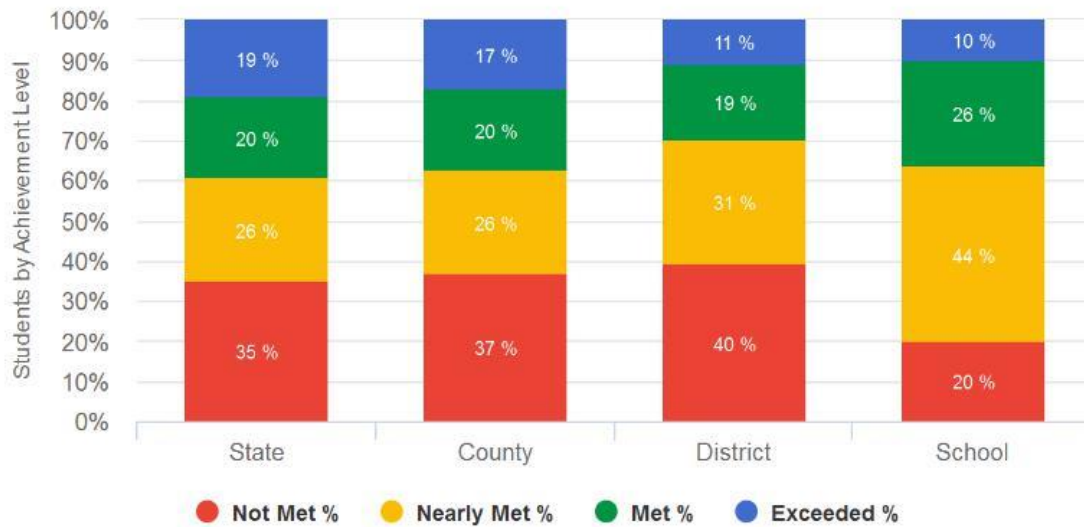


School Performance Overview

Explore the performance under California's Accountability System.

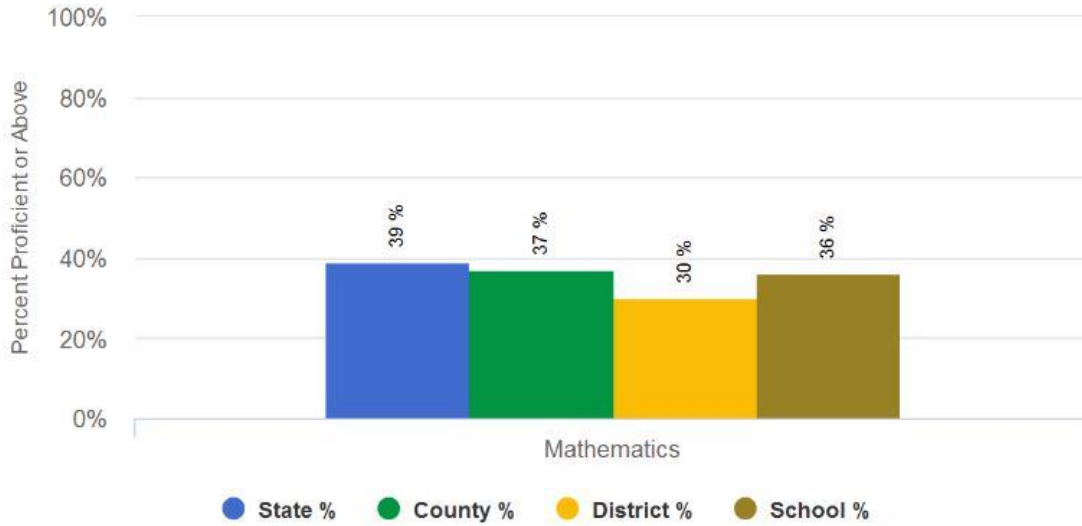


Sacramento County
River Delta Joint Unified District
Walnut Grove Elementary School
2018 - SBA - Mathematics - Students by proficiency level



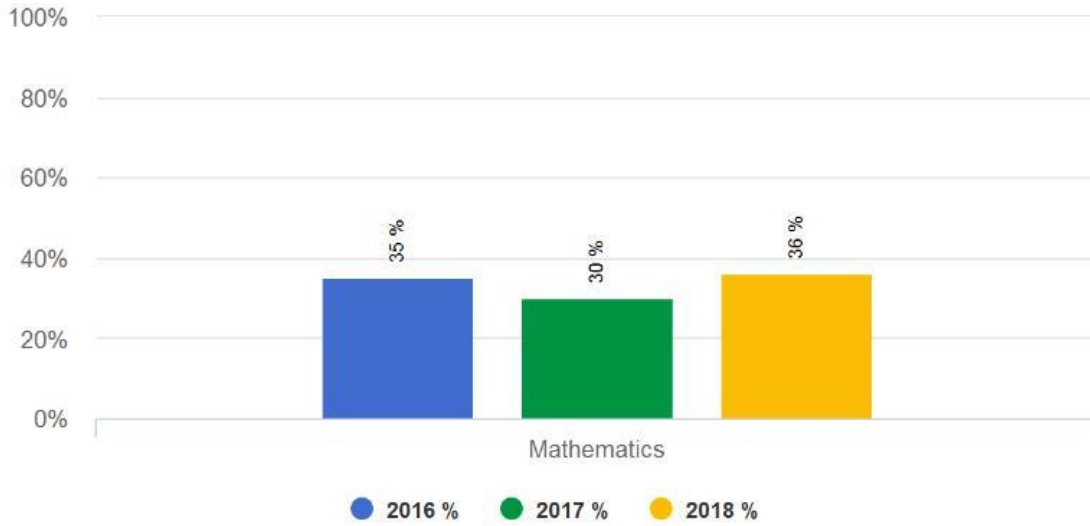
	State	County	District	School
Not Met %	35	37	40	20
Not Met #	1,115,581	46,721	405	16
Nearly Met %	26	26	31	44
Nearly Met #	828,718	32,831	314	36
Met %	20	20	19	26
Met #	637,475	25,255	192	21
Exceeded %	19	17	11	10
Exceeded #	605,601	21,466	111	8

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2018 - SBA - Mathematics - Students Standard Met or Exceeded



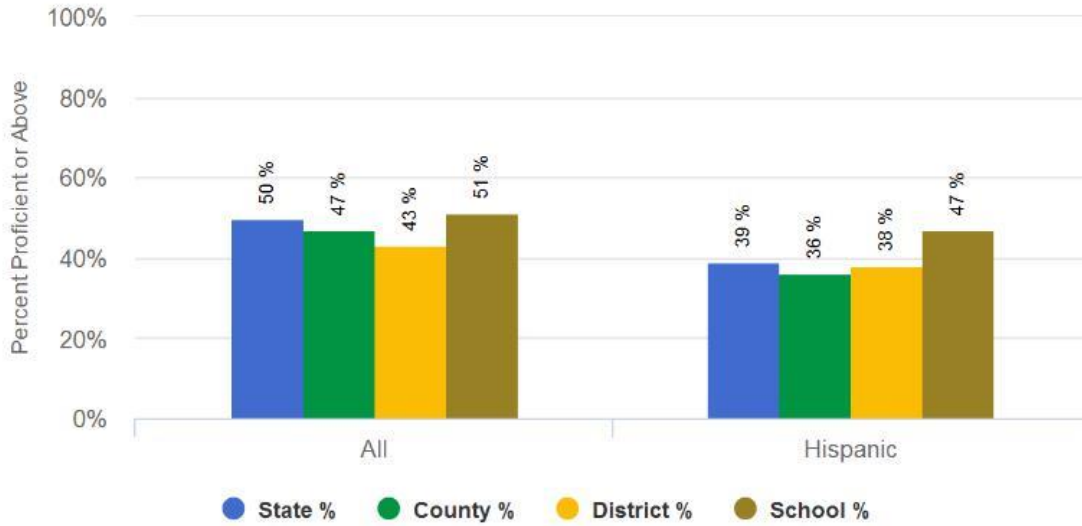
Mathematics	
State %	39
State #	1,231,920
County %	37
County #	46,784
District %	30
District #	303
School %	36
School #	29

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2016 to 2018 - SBA - Mathematics - Students Standard Met or Exceeded



Mathematics	
2016 %	35
2016 #	28
2017 %	30
2017 #	22
2018 %	36
2018 #	29

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2018 - SBA - English Language Arts/Literacy - Students Standard Met or Exceeded



	All	Hispanic
State %	50	39
State #	1,586,460	682,152
County %	47	36
County #	59,181	14,503
District %	43	38
District #	431	217
School %	51	47
School #	41	32

Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2018 - SBA - English Language Arts/Literacy - Students by proficiency level

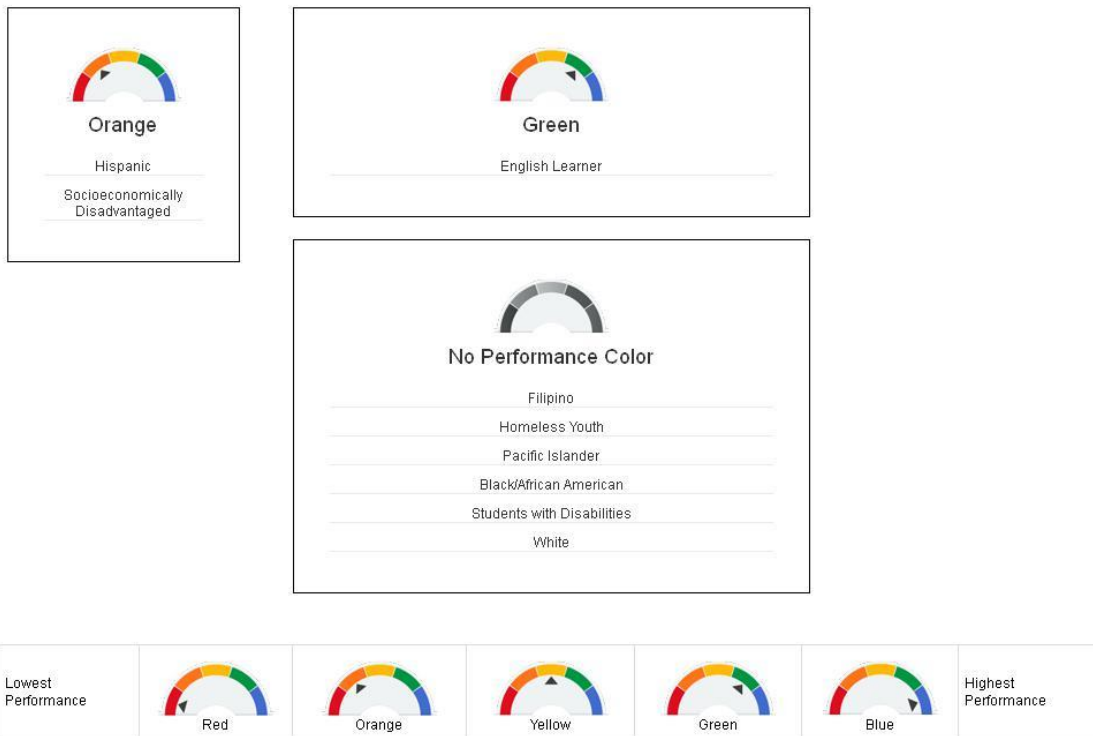


	All	Hispanic
■ Not Met %	25	26
■ Not Met #	20	18
■ Nearly Met %	25	26
■ Nearly Met #	20	18
■ Met %	36	32
■ Met #	29	22
■ Exceeded %	15	15
■ Exceeded #	12	10

Student Group Details

All Student Groups by Performance Level

3 Student Groups

**STRATEGY/ACTIVITY 1**Strategy Title: [Instruction at Student Levels](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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, IXL, and Freckle 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 or intervention opportunities with the ELD/RTI teacher during the school day (push in/pull out interventions)
- 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)
- SIPPS Initial and Quarterly Assessments
- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Full time ELD/RTI Intervention Teacher	\$24,798.00

STRATEGY/ACTIVITY 2

Strategy Title: [Implement ELA/Math Programs with Intensity and Fidelity](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration Grant	Supplemental Materials/Supplies/Leases	\$1,306.00
Lottery: Unrestricted	Supplemental Materials/Supplies/Leases	\$4,815.00
Discretionary	Supplies and Materials	\$940.00

STRATEGY/ACTIVITY 3

Strategy Title: **Ongoing Assessment and Monitoring**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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.
- Administration to provide data on students who are in different subgroups, especially identifying students who are socioeconomically disadvantaged, so these students can receive targeted intervention in the area of math, which has been identified as an area of need for the last two years on the California School Dashboard Indicators.

Measures:

- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Medals for Student Achievement	\$266.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Subs for Quarterly Monitoring Conferences	\$500.00
Discretionary	Medals for Student Achievement	\$200.00

STRATEGY/ACTIVITY 4

Strategy Title: [Grade Level/School Wide Collaboration](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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)

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
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Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Subs for Instructional Rounds	\$1,500.00

STRATEGY/ACTIVITY 11

Strategy Title: [Physical Fitness and Health](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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)
- Provide Puberty Education health course through the school nurse for 5th/6th grade students in the spring.
- Full day Summer STREAM program to include transportation to CRC with 10 days of swim lessons at Cosumnes River College for students enrolled in the program. (Outside donations to pay for this)

Measures:

- Physical Fitness Assessment results
- Lesson Plans
- Classroom walkthroughs/observations
- Daily Schedule reflecting P.E. minutes for each class

People Assigned:

- Teachers/Staff
- Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	PE Equipment	\$500.00

STRATEGY/ACTIVITY 5

Strategy Title: [Continue Academic Language Campaign](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

STRATEGY/ACTIVITY 6

Strategy Title: *Continue Reading Campaign*

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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.
- Provide Full Day Summer STREAM Program (Mostly Funded by outside donations-\$25,000 donated from community partners) First half of program to focus on reading, increasing literacy.

Measures:

- Ren Learn data (A/R goal and STAR Reading Level)
- Teacher lesson plans

People Assigned:

- Teachers/Staff
- Principal
- PTA

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Summer STREAM Program	\$1,000.00

STRATEGY/ACTIVITY 7

Strategy Title: [Continue to Support English Language Learner Program](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Provide Supplemental resources identified as needed for EL students.
- 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 ELs.(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.
- 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.
- ELAC to host a potluck annually to celebrate Reclassified students.
- Provide supplies for teachers utilizing GLAD.

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration Grant	Supplemental Materials (EL Focus)	\$400.00
Site Supplemental and Concentration Grant	Supplies for GLAD	\$500.00
Site Supplemental and Concentration Grant	Reclassified Student Celebration Supplies	\$100.00

STRATEGY/ACTIVITY 8

Strategy Title: [Response to Intervention](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Schedule regular SST (Student Study Team) meetings to create individual support plans for students as needed.
- Uniformly identify students in each grade level to receive RTI support through Monitoring Conferences, and SST's.
- Provide Tier 1, 2, and 3 interventions for struggling math students, especially targeting students who are socioeconomically disadvantaged, the subgroup identified in the California School Dashboard Indicators as being in need of additional support.
- 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, Freckle, Read Naturally, SIPPS, and Wonders/Math Expressions differentiated 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.
- Provide RTI interventions with Migrant Aide (district provided) for students with an educational need who are enrolled in the Migrant Program.
- Utilize RSP teacher/aide daily for RSP and RTI interventions.

- Purchase supplemental tier 3 RTI web-based programs for TK-6th grade students (Read Naturally, Freckle) Read Naturally partially funded through migrant education funds
- Provide training opportunities for staff providing intervention services to students.

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
- Migrant Aide

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Supplemental Resources (RTI)	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Subs for SSTs	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	RTI Tier 3 Web-based Intervention Program	\$3,500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	After School Tutoring	\$3,000.00

STRATEGY/ACTIVITY 9

Strategy Title: **Differentiation for Advanced Students**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

STRATEGY/ACTIVITY 10

Strategy Title: **Social Studies and Science**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- School wide schedule will reflect science/social studies period.
- District to adopt/purchase new NGSS aligned science curriculum for rollout 2019-20 school year.
- Site license for Mystery Science for 1 year as a supplement to new science curriculum
- Freckle RTI Program to provide 1 year free of online science programming.
- All teachers will teach required science standards.
- Provide alternate, hands-on 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/open POs for teachers to purchase required supplies for hands on science lessons that are not supplied in the curriculum
- Provide maker-space time for students to create and build.
- Focus on STEM activities throughout the year.
- PTA to host a science night.

Measures:

- Lesson Plans
- Classroom walkthroughs/Observations

People Assigned:

- Teachers/Staff
- Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Science Supplies/Materials	\$900.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Educational Field Trips- Transportation and Entry Fees/Assemblies or other hands on experiences	\$4,000.00
Lottery: Unrestricted	Mystery Science Site License	\$499.00

**GOAL 5**

Goal Area: LCAP Priority 5 - Pupil Engagement

Goal Title: 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

Identified Need:

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 process will you use to monitor and evaluate the data?

Monthly Attendance Reports from Aeries

Parent Surveys

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

Our goal for ADA for 2016-17 was 97%. In April 28, 2017 our ADA was 95%. Currently as of mid April, 2019, our ADA is close to 97%. We continue to work toward 98% ADA for the 2019-20 school year.

STRATEGY/ACTIVITY 1

Strategy Title: [Student School Attendance](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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.
- Class attendance to be highlighted at each monthly assembly with class with best attendance receiving class trophy/stuffed animal for the month
- 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.

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration Grant	Incentives for Perfect Attendance	\$1,000.00
Discretionary	Monthly No Tardy Party/Perfect Attendance Incentive	\$500.00

STRATEGY/ACTIVITY 2

Strategy Title: Positive Student Participation/Engagement

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Materials/Supplies for Buddy Program	\$200.00
Lottery: Unrestricted	Materials/Supplies for Leadership	\$250.00
Discretionary	6th Grade Celebration Field Trip	\$600.00

STRATEGY/ACTIVITY 3

Strategy Title: **Promote a College Going Environment**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Students in 5th and 6th grade (and their parents) will attend the Sac State College "Making it Happen" event or similar event at another college and one additional college visit each year.
- All TK-6th grade students will participate in "Touch a College" Day at Walnut Grove Elementary School with Delta High School Seniors presenting plus a guest speaker/former WGE student
- All students to participate in College Week Activities, including students getting their own college shirt and locating their college on a map of the US.
- 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.
- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration Grant	Field Trips to Colleges	\$750.00
Discretionary	College Shirts	\$500.00

STRATEGY/ACTIVITY 4

Strategy Title: **Visual and Performing Arts Opportunities**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 participate in singing club, ukulele (3rd), recorder (4th), or school band (5th/6th)
- 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, art, or leadership. (Band or the entire 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Music Supplies and Repairs	\$650.00
Site Supplemental and Concentration Grant	VAPA assembly or field trip	\$500.00
Site Supplemental and Concentration Grant	Materials/Supplies to support VAPA in the classroom	\$1,000.00


GOAL 6

Goal Area: [LCAP Priority 6 - School Climate](#)

Goal Title: [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

Identified Need:

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 process will you use to monitor and evaluate the data?

Discipline Referrals

Aeries Documentation

Parent/Student Surveys

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

Discipline referrals and suspensions have continued to decrease with the increase in counseling services and Social Emotional Training for staff members, including Trauma Informed practices.

STRATEGY/ACTIVITY 1

Strategy Title: [Focus on Social Emotional Learning](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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.
- Establish a SEL site team to focus on creating annual goals for SEL at the site.
- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration Grant	Prizes for Monthly Assembly Purple Ticket Drawing	\$500.00

STRATEGY/ACTIVITY 2

Strategy Title: **Promote Positive Student Behavior**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Restorative Practices PD	\$760.00

STRATEGY/ACTIVITY 3

Strategy Title: **School Safety**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- School will provide three, one hour yard supervisors to cover lunch recess and before school recess yard duty.
- 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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	3 yard duties (1 hour each)	\$12,250.00

STRATEGY/ACTIVITY 4

Strategy Title: **Include Community Based Programs to Support Student Success**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

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 and 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 Grow West, River Rats, Rotary, and other community businesses to put on annual 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

STRATEGY/ACTIVITY 5

Strategy Title: [Become a School Wide AVID Elementary School \(Advancement Via Individual Determination\)](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Begin Year 4 of implementation of School Wide AVID.
- District to send a team of 2 teachers to AVID Summer Institute in Sacramento summer of 2018-19.
- 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 quarterly 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/parents to go over the binder system and What is AVID. Provide dinner during the AVID night.
- Staff to teach a new AVID strategy at 1 staff meeting/month.
- All staff to attend at least 1 local AVID training during the school year.

Measures:

- Student binders and planners
- Staff Sign-in sheets
- Implementation plan
- Certificate from AVID training

People Assigned:

- All teachers
- Counselor
- Principal
- Students
- Parents

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Quarterly AVID Working Lunch	\$400.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Local AVID PD Annual Cost (Unlimited Participants)	\$650.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Subs for AVID PD	\$1,500.00



BUDGET SUMMARY

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$61,183.00
Total Federal Funds Provided to the School from the LEA for CSI	\$0.00
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$100,576.00



OTHER FEDERAL, STATE, AND LOCAL FUNDS

List of the additional Federal programs that the school is including in the schoolwide program.

Federal Programs	Allocation (\$)	Expenditure (\$)
3010 - ESSA-Title I, Part A, Basic Grants Low Income and Neglected	\$61,183.00	\$61,183.00

Allocated subtotal of consolidated federal funds for this school: **\$61,183.00**

Expenditure subtotal of consolidated federal funds for this school: **\$61,183.00**

List the State and local programs that the school is including in the schoolwide program.

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$10,730.00	\$10,730.00
0740 - Site Supplemental and Concentration Grant	\$11,763.00	\$11,763.00
0000 - Discretionary	\$16,900.00	\$16,900.00

Allocated subtotal of state or local funds included for this school: **\$39,393.00**

Expenditure subtotal of state or local funds included for this school: **\$39,393.00**

Allocated total of federal, state, and/or local funds for this school: **\$100,576.00**

Expenditure total of federal, state, and/or local funds for this school: **\$100,576.00**



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 Heeney	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

Austin Toledo Signature
Makayla Healey / Immaciel 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:

04/24/2019

Attested:

Ms. Carrie Norris, Principal

Typed name of School Principal

Carrie Norris

Signature of School Principal

4/24/19

Date

Carianna Brandon

Typed name of SSC Chairperson

C Brandon

Signature of SSC Chairperson

4/24/19

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, Freckle Data, Read Naturally Assessments, 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 groups based on ELPAC testing
- 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):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

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):

N/A

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):

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

All staff development is aligned to the Common Core State Standards, ELD Standards, and NGSS Standards.

Coaching and opportunities for peer observations are 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):

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

The Walnut Grove staff continues to look at areas that can be improved and groups of students that need extra help. For the 2019-20 school year, the Walnut Grove staff will continue to receive follow up training on the Common Core standards and best practices in math instruction.

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 2019-20 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. Number Talks and West Ed Professional Development Opportunities in Math will also be a priority in order to continue to improve our math scores.

Teacher collaboration by grade level (K-8) and department (9-12) (EPC):

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

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.

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, ELD, and Social Studies. The district is adopting a new Science curriculum 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):

N/A

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, Freckle, Read Naturally, SIPPS, 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):

- Provide an instructional program that supports full implementation of the CCSS in grades K-12.

The staff at Walnut Grove School are entering their fourth year of school wide AVID Elementary. The focus has been on organization, note taking, and a Scholarly Environment. We are continuing to focus on the addition of Costa's Levels of Thinking and additional Academic Language Strategies. We continue to employ other research based strategies from Jeff Zweirs and Kate Kinsella in regards to Academic Conversations and are beginning to dive into Number Talks.

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

Migrant Aide Support

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, PTA, 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 EL 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, Freckle, Read Naturally, 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, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Don Beno, Superintendent

Item Number: 10.12

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request approval of the Memorandum Of Understanding (MOU) for River Delta USD to participate in the Sly Park Program for the 2019-2020 school year

BACKGROUND:

The District has participated in this program for many year. This MOU will allow schools within the district to schedule and participate in their program.

STATUS:

Don Beno, Superintendent

PRESENTER:

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

None to the District, costs are borne by the schools and donations.

RECOMMENDATION:

That the Board approves the Memorandum of Understanding for the participation by the District schools in the Sly Park Environmental Education Center for 2019-2020.

Time allocated: 3 minutes



Sly Park Environmental Education Center
5600 Sly Park Rd.
Pollock Pines, CA 95726
916-228-2485
slypark@scoe.net

Date: June 5, 2019

To: Superintendent Don Beno
River Delta Unified School District

From: Brett Nelson, Director
Sly Park Environmental Education Center

Please sign and return the enclosed Memorandum of Understanding (MOU) to allow school(s) in your district to participate in the Sly Park program for the 2019/20 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 2019/20 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 (MOU) is entered into between the Sacramento County Office of Education (SCOE) and River Delta Unified School District (District) for SCOE to provide an outdoor learning experience to District's students at SCOE's Sly Park Environmental Education Center (Sly Park).

This MOU shall be effective upon execution by both parties and will remain in effect until June 30, 2020.

I. The District shall:

- A. Comply with the terms of this Agreement and the rules and regulations of SCOE, Sly Park, and the USDA Forest Service, and all applicable laws. The District shall require participating District schools to likewise comply with the Agreement and the applicable rules, regulations, and laws.
- B. Arrange for transportation of program participants, staff, chaperones, and their belongings to and from the Sly Park Campus.
- C. Provide 1 certificated teacher for every 34 students from a participating District school for the duration of the school's stay at Sly Park.
- D. Provide 1 adult chaperone for every 12 children. This shall include 1 female chaperone for every 12 female participants and 1 male chaperone for every 12 male participants. If an aide is needed to be with only one student, that adult's presence is not used in determining the proper student to chaperone ratio.
- E. Ensure that each District school teacher and 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, 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. District shall inform Sly Park if it does not have a sufficient number of chaperones at least 30 days prior to the scheduled arrival date.
- F. Require District employees and adult chaperones participating in the Sly Park Program to be fingerprinted and pass a criminal record background check.
- G. Pay the full program rate for adults/chaperones staying at Sly Park, 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. Notify the Sly Park Director of a student's behavioral or disciplinary issues that may affect the safety of the student, other students, adults, or staff. In collaboration with the Sly Park Director, develop appropriate interventions, arrangements, and/or responses to facilitate the best possible educational opportunity at Sly Park for the student.
- J. Inform the Sly Park Director of known health concerns and/or special needs that may impact a student's ability to participate in Sly Park activities. Coordinate with the Sly Park Director to arrange appropriate accommodations to facilitate a successful Sly Park experience for students.

- K. Ensure that the parent/guardian of each registered student completes and signs the **Student Registration and Medication Authorization** online forms, which can be found on our onsite registration at <https://cwnqui.campwise.com/Apps/OnlineReq/Pages/Login.html>.
- L. 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.
- M. Adhere to the Sly Park Visitor Policy included in **Exhibit B – Sly Park Visitor Policy**.
- N. Ensure that District's chaperones, staff, and students refrain from bringing any alcohol, tobacco, weapons, or illegal substances onto Sly Park campus.
- O. Leave the Sly Park campus in the same condition as found upon arrival. At SCOE's discretion, District may be responsible 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.

II. 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 in accordance with the District's reservations.
- 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 a District's request to increase student attendance or reschedule camp dates when requests are made within the time frames set forth below.

III. Payment:

- A. Participating Districts/schools shall be responsible for payment of a non-refundable deposit of \$20.00 per reserved student. A deposit will secure a reservation at Sly Park and will be applied to a final invoice. Sly Park may cancel a reservation if the deposit is not made by:
 - a. **January 30, 2019** for visits occurring between August 1 and December 31, 2019;
 - b. **April 30, 2019** for visits occurring between January 1 and June 15, 2020; or
 - c. Within 40 days of mailing the deposit invoice.
- B. Schools can make alterations to their reserved student number without penalty at any time prior to **May 1, 2019** for Sly Park visits occurring between August 1 and December 31, 2019 and prior to **September 30, 2019** for Sly Park visits occurring between January 1 and June 15, 2020.
- C. The District agrees to pay for the greater of:
 - a. the actual number of students who attend Sly Park, or
 - b. 90% of the number of students reserved as of the 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. Unless otherwise indicated on the Reservation Request, program costs for the 2019/20 school year are as follows for each student and adult/chaperone in excess of the 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. Should the District, or participating school, regardless of reason, cancel a confirmed reservation after the deadline above (Section III.B), District agrees to pay a cancellation fee equal to full program costs for 75% of the original number of reserved students.
- G. If a District notifies Sly Park of its inability to attend, or of reduced attendance numbers, at least 90 days prior to its scheduled arrival date, Sly Park will try to accommodate the District's revised needs through rescheduling, subject to demand and availability. In the event Sly Park is unable to accommodate the revisions, District remains responsible for payment as set forth above.
- H. District agrees to approve and authorize to pay within 30 days all invoices submitted by Sly Park/SCOE pursuant to this agreement.
- I. Send all deposits and payments to the following address:
 - Sacramento County Office of Education
 - Attn: Financial Services
 - PO Box 269003
 - Sacramento, CA 95826-9003

IV. General Terms:

A. Indemnification.

1. 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.
2. 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.
3. This section shall survive the termination of this Agreement.

- B. 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.

- C. Insurance.** District and SCOE 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. District's insurance policies shall name SCOE, its officers, employees, and agents, as additional insured. Either party will furnish the other with a copy of proof of insurance prior to District's occupancy of Sly Park upon request.

- D. **Non-Assignment.** This Agreement may not be transferred or assigned without the express written consent of SCOE.
- E. **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.
- F. **Independent Agents.** Both parties, their agents, employees, and volunteers, shall act as independent agents in the performance of this Agreement, and not as an agent of the other party.
- G. **Entire Agreement and Amendment.** Exhibits A-B 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.
- H. **Notices.** All notices shall be deemed to have been given when made in writing and delivered to the respective representatives of District and SCOE at their contact information below:

Sly Park Environmental Educ. 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
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- I. **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

River Delta Unified School District

Brett Nelson _____
Director
Sly Park Environmental Education Center

Date

Don Beno _____
Superintendent

Date



WHAT TO BRING

<u>REQUIRED ITEMS</u>	<u>OPTIONAL/SUGGESTED ITEMS</u>
Sleeping bag or 2 sheets & 2 blankets Pillow & pillowcase 2-5 pairs of pants 5 shirts 5 sets of underwear 5 pairs of socks (extra in winter) Pajamas 1 jacket or coat 2-3 sweaters/sweatshirts/hoodies 1 t-shirt, hoodie, pillowcase, etc. for silk-screening (any color but black) Rain poncho or waterproof raincoat Gloves Beanie/hat 2 pairs of hiking shoes Snow boots, if snow is possible Bath towel, hand towel & washcloth Toothbrush & toothpaste Soap & shampoo/conditioner Comb or brush 2 large plastic bags (for dirty clothes) Reusable water bottle <i>Please note that if your child does not have any of the required items, Sly Park can provide these times for them during their stay.</i>	Fitted sheet Extra blanket Shower shoes/flip flops Slippers Lip balm Hand lotion Sunscreen (non-aerosol) Insect repellent (non-aerosol) Deodorant (non-aerosol) Backpack Camera Stamps for letters home Books/magazines Deck of cards, Uno, non-electronic games Shorts if warm weather is possible Flashlight Earplugs * Money for souvenirs must be turned in to school before your trip ** Medications, vitamins, etc., must be turned to school before your trip

Watch the weather reports and pack accordingly

WHAT NOT TO BRING

NO candy, gum, food, snacks, soda, etc.	NO knives, weapons, dangerous objects
NO money *	NO curling irons or hair straighteners
NO valuable items	NO aerosol sprays
NO cell phones	NO clothing inappropriate for school

If your child leaves something behind, please call 916-228-2485.
 Sly Park is not responsible for lost, misplaced, broken, or stolen items.



QUE TRAER

OBJETOS REQUERIDOS

Saco de dormir o 2 sábanas y 2 mantas
 Funda de almohada y almohada
 2-5 pares de pantalones
 5 camisas
 5 juegos de ropa interior
 5 pares de calcetines (extra en invierno)
 Pijama
 1 chaqueta o abrigo
 2-3 suéteres/sudaderas/sudaderas con capucha
 1 camiseta, sudadera con capucha, funda de almohada, etc. para serigrafía (cualquier color menos)
 Poncho para lluvia o impermeable
 Guantes
 Beanie/sombrero
 2 pares de zapatos para las caminatas
 Botas para la nieve si hay nieve
 Toalla de baño, toalla de mano y toallita
 Cepillo de dientes y pasta de dientes
 Jabón y champu/acondicionador
 Peine y cepillo
 2 bolsas de plastic grandes (para ropa sucia)
 Botella reutilizable de agua
Tenga en cuenta que si su hijo no tiene ninguno de los artículos requeridos, Sly Park le proporcionará estos artículos durante su visita.

ARTÍCULOS OPCIONALES/SUGERIDOS

Sábana ajustable
 Cobija adicional
 Zapatos de ducha/chancas
 Zapatillas
 Bálsamo labial
 Loción de manos
 Protector solar (sin aerosol)
 Repelente de insectos (sin aerosol)
 Desodorante (sin aerosol)
 Mochila
 Cámara
 Estampillas para cartas a casa
 Libros/revistas
 Baraja de cartas, Uno, juegos no electrónicos
 Pantalones cortos si el clima es cálido
 Linterna eléctrica
 Tapones para los oídos

 *El dinero para los recuerdos debe ser entregado a la escuela antes de su viaje

 **El dinero para medicamento, vitaminas, etc., debe ser entregado a la escuela antes de su viaje

Mire los informes del clima y empaque apropiadamente**QUE NO TRAER**

NO traer dulces, chicles, comida, bocadillos, refrescos, etc.	NO traer cuchillos, armas, objetos peligrosos
NO traer dinero *	NO traer rizadores ni alisadores para el cabello
NO traer artículos valiosos	NO traer aerosoles
NO se permiten celulares	NO traer ropa inapropiada para la escuela

Si su hijo deja algo atrás, llame al 916-228-2485.

Sly Park no se hace responsable por artículos perdidos, extraviados, rotos o robados.



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 and are ONLY permitted in Mountain Misery.
- 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 (adults ONLY) 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, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Antonia Slagle, Principal of Isleton Elementary

Item Number: 10.13

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve an overnight field trip for Isleton Elementary 6th grade students to the Sly Park Environmental Education Center for February 3-7, 2020.

BACKGROUND:

The students are requesting the permission of the RDUSD Board of Trustees to travel to the Sly Park Environmental Education Center in Pollock Pines, CA for 5 days and 4 nights.

STATUS:

PRESENTER:

Antonia Slagle, Principal of Isleton Elementary

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

Participation fee and transportation cost per student is \$235. This cost will be funded by parent/community/PTA donations and fundraising.

RECOMMENDATION:

That the Board approves the 6th grade class at Isleton Elementary School to travel overnight to the Sly Park Environmental Education Center in Pollock Pines, CA from February 3-7, 2020.

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Victoria Turk and Laura Uslan, Principals

Item Number: 10.14

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve Rio Vista and Delta High School's Representatives to CIF Leagues for the 2019-2020 School year.

BACKGROUND:

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the board, after joining CIF, designate their representatives to CIF leagues. It is a legal requirement that league representatives be so designated.

STATUS:

Rio Vista High School would like board to appoint Vicky Turk, Stacy Knisley and Noelle Gomes as the RVHS representatives to league. Delta High School would like board to appoint Laura Uslan, Jennifer Walker and Katherine Ingalls as representatives to league for the 2019-2020 school year.

PRESENTER:

Victoria Turk and Laura Uslan

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost to the district

RECOMMENDATION:

That the Board appoint Vicky Turk, Laura Uslan, Noelle Gomes, Katherine Ingalls, Jennifer Walker and Stacy Knisley as RDUSD league representatives for the 2019-2020 school year.

Time allocated: 3 minutes

2019-2020 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 29, 2019.**

River Delta Unified School District/Governing Board at its June 11, 2019 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2019-2020 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Rio Vista High School
NAME OF REPRESENTATIVE Vicky Turk POSITION Principal
ADDRESS 410 So. Fourth Street CITY Rio Vista ZIP 94571
PHONE (707) 374-6336 FAX (707) 374-6810 E-MAIL vturk@rduzd.org

NAME OF SCHOOL Rio Vista High School
NAME OF REPRESENTATIVE Stacy Knisley POSITION Vice Principal
ADDRESS 410 So. Fourth Street CITY Rio Vista ZIP 94571
PHONE (707) 374-6336 FAX (707) 374-6810 E-MAIL sknisley@rduzd.org

NAME OF SCHOOL Rio Vista High School
NAME OF REPRESENTATIVE Noelle Gomes POSITION Athletic Director
ADDRESS 410 So. Fourth Street CITY Rio Vista ZIP 94571
PHONE (707) 374-6336 FAX (707) 374-6810 E-MAIL ngomes@rduzd.org

NAME OF SCHOOL Delta High School
NAME OF REPRESENTATIVE Laura Uslan POSITION Principal
ADDRESS 52810 Netherlands CITY Clarksburg ZIP 95612
PHONE (916) 744-1714 FAX (916) 744-1673 E-MAIL luslan@rduzd.org

NAME OF SCHOOL Delta High School
NAME OF REPRESENTATIVE Katherine Ingalls POSITION Athletic Director
ADDRESS 52810 Netherlands CITY Clarksburg ZIP 95612
PHONE (916) 744-1714 FAX (916) 744-1673 E-MAIL kingalls@rduzd.org

NAME OF SCHOOL Delta High School
NAME OF REPRESENTATIVE Jennifer Walker POSITION Vice Principal
ADDRESS 52810 Netherlands CITY Clarksburg ZIP 95612
PHONE (916) 744-1714 FAX (916) 744-1673 E-MAIL jwalker@rduzd.org

Superintendent's or Principal's Name Don T. Beno Signature _____
Address 445 Montezuma Street City Rio Vista Zip 94571
Phone (707) 374-1711 Fax (707) 374-2995

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: 10.15

Type of item: (Action, Consent Action or Information Only): Consent

SUBJECT:

Resolution number correction from #761 to #763 for Educational Protection Act Expenditures approved May 14, 2019.

BACKGROUND:

Annually the Resolution for EPA Expenditures is brought before the board, which was done on May 14, 2019. The Resolution number assigned was #761, however this number was already used. The correct number should have been #763.

STATUS:

This item is to acknowledge and correct the number for the EPA Resolution from #761 to #763.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

That the Board approve the Resolution number change from #761 to #763 for the Education Protection Act Expenditures reported and approved on May 14, 2019.

Time allocated: 3 minutes

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIVER DELTA UNIFIED SCHOOL DISTRICT REGARDING
THE EDUCATION PROTECTION ACCOUNT – 2018-19**

RESOLUTION NO. 763

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the River Delta Unified School District as follows:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of River Delta Unified School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the River Delta Unified School District has determined to spend the monies received from the Education Protection Act on current certificated teacher salaries and benefits.

PASSED AND ADOPTED this day, May 14, 2019 by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

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. 763 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Board approved: May 14, 2019
Changed Resolution number: June 11, 2019

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

Date

Approved May 14, 2019
Changed Resolution number June 11, 2019

Ayes: _____ Noes: _____ Abstentions: _____ Absent: _____

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

Date

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X_____

From: Carrie Norris

Item Number: 10.16

Type of item: (Action, Consent Action or Information Only): Consent_____

SUBJECT:

Request to approve the amended First 5 of Sacramento Contract for FY 2019-2021.

BACKGROUND:

The District is in the remaining two years of the First 5 School Readiness grant cycle. In the next grant cycle, First 5 of Sacramento has proposed a 30% reduction in funds. Due to this foreseen revenue decrease the District has been working on a sustainability plan. One of the proposed sustainability efforts is to cut the Coordinator position and hire a pre-school teacher/parent liaison. The duties of coordinator's position will be the responsibility of the program's director. Eliminating the coordinator's position, and hiring a pre-school teacher/parent liaison will create a cost savings to the district. The current coordinator has resigned her position, and by using this natural change in staffing, the District has proposed to make these changes now, eliminating the need for staff lay-offs in two years.

STATUS:

Contract update to occur upon approval from the board

PRESENTER:

Carrie Norris, RDUSD Program Director for First 5 of Sacramento

OTHER PEOPLE WHO MIGHT BE PRESENT:

Katherine Wright

COST AND FUNDING SOURCES:

First 5 Grant

RECOMMENDATION:

That the board approve the adjusted contract with first 5.

Time allocated: 2 minutes

FIRST 5 SACRAMENTO COMMISSION

FIRST AMENDMENT TO AGREEMENT WITH RIVER DELTA UNIFIED SCHOOL DISTRICT

THIS FIRST AMENDMENT is made and entered into this 11th day of June 2019, by and between the FIRST 5 SACRAMENTO COMMISSION, hereinafter referred to as "COMMISSION", and RIVER DELTA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, School Readiness is central to the COMMISSION's mission to support the healthy development of children prenatal to age five, the empowerment of families and the strengthening of communities; and

WHEREAS, School Readiness fosters optimal early childhood development in several areas that include social, physical, emotional, language and learning, and provides programs/services to children ages 0-5 to ensure children enter school ready to learn; and

WHEREAS, on February 5, 2018, the COMMISSION approved the School Readiness Program with CONTRACTOR for three years (July 1, 2018 through June 30, 2021). The new Agreement with CONTRACTOR will not exceed \$867,081 and is authorized through Resolution No. FFC-2018-0001; and

WHEREAS, COMMISSION and CONTRACTOR now desire to formally amend the AGREEMENT in order to modify the Exhibit A, Scope of Services, to reflect restructuring of staffing and to reduce the amount of the contract as indicated in the modified Exhibit B, Budget Requirements. In FY 2019/20 and FY 2020/21 reductions in personnel expenditures resulted in a total cost savings of \$43,802 changing the amount of the contract from \$867,081 to \$823,279. There is no change to the term of the contract.

WHEREAS, on May 6, 2013, the Commission approved a revised policy related to Executive Director, delegated contract authority including authority to amend existing expenditure agreements for minor scope changes and to reduce agreements via (Resolution No. FFC-2013-0007); and

NOW, THEREFORE, the Agreement is amended as follows:

1. Exhibit A, Scope of Services,
 - A. The modified Exhibit A, Scope of Services, is hereby attached as Exhibit A-1, and made part of this Agreement.
2. Exhibit B, Budget,
 - A. The modified Exhibit B, Budget, is hereby attached as Exhibit B-1, and made part of this Agreement.

3. Section 27 F of Agreement entitled 'COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS' is changed to include language underlined below:

27.F

CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures. Indirect expenditure documentation shall be in compliance with the Office of Management and Budget Cost Principles that can be found on the U.S. Government Publishing Office's website, www.cfr.gov 2 CFR, Part 200; Subpart E, Cost Principles.

4. This Agreement, as amended, and any attachments hereto, constitute the entire understanding between the COMMISSION and CONTRACTOR concerning the subject matter contained herein. The entire agreement consists of (1) the Agreement between parties originally executed on July 1, 2018, which Agreement the parties hereby affirm, and (2) this First Agreement.
5. In all other respects, the above referenced Agreement, as amended, remains in full force and effect.
6. This Amendment shall be deemed effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the day and year first written above.

FIRST 5 SACRAMENTO COMMISSION

RIVER DELTA UNIFIED SCHOOL DISTRICT

By: _____
JULIE GALLELO
Executive Director

By: _____
DON BENO
Superintendent

Date: _____ Date: _____

Authorized by Resolution No. FFC-2013-0007

REVIEWED AND APPROVED BY COUNTY COUNSEL

By _____
Rick Heyer
Deputy County Counsel

Date: _____

**EXHIBIT B-1 to Agreement
between the
FIRST 5 SACRAMENTO COMMISSION
hereinafter referred to as "COMMISSION," and
RIVER DELTA UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

1. MAXIMUM PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement is: ~~\$867,081~~
\$823,279
- B. The Maximum Total Payment Amount shall be paid out on a reimbursement basis. Contractor shall submit invoices on a quarterly basis, by the 15th of the following month, for expenses incurred in the prior quarter.
- C. Funds received from the COMMISSION shall be used for to provide services identified in Exhibit A, Scope of Services, of this Agreement. Annual budgets must be reviewed and signed by CONTRACTOR'S Fiscal Officer and approved by COMMISSION staff prior to any payments being issued for this Agreement.
- D. Expenditures shall not exceed the specified amounts identified in the annual budget; to the extent that costs exceed those amounts, they are the responsibility of the CONTRACTOR. If CONTRACTOR fails to use the funding as specified, CONTRACTOR shall be required to return/reimburse the COMMISSION for the amount of the Maximum Total Payment Amount under this Agreement.

2. BUDGET REVISIONS

- A. Revisions to approved fiscal year budgets may be made in accordance with the COMMISSION'S budget revision policy.
- B. Invoice payments may not be made unless accompanied by the required budget revision form. Invoices may not be honored if the budget revision is submitted over ninety (90) days after the end of the billing cycle.
- C. Adjusted budgets may be submitted by June 15 for the following fiscal year provided that there is no change in the total amount of the budget or the scope of service. If the adjusted budget is not received by June 15, the budget initially submitted with the contract shall govern.
- D. In the final year of the contract, budget revisions received after June 15 will not be honored and may result in the non-payment of any line item amounts that exceed the budget limits.

3. ROLL OVER OF UNEXPENDED FUNDS

The COMMISSION'S roll over policy does not permit roll over of unexpended funds except under a very limited set of circumstances:

- To fund capital projects/assets that were budgeted in one contract year, and because of unforeseen delays in the project, will be purchased in the following contract year.
- To fund encumbrances not invoiced by the end of the fiscal year.

CONTRACTOR may request roll over under these limited circumstances and in accordance with COMMISSION'S fiscal policies. Requests for roll over must be made prior to the expenditure of the funds and prior to the expiration of the agreement.

4. BASIS FOR ADVANCE PAYMENT

- A. This Agreement allows for advance payment when CONTRACTOR submits a request in writing and request is approved by the COMMISSION'S Director.
- B. If COMMISSION finds that CONTRACTOR requires advance payment in order to perform the service required under this Agreement, Director may authorize a one-time or annual advance in an amount not to exceed 20% of the first twelve (12) months budgeted invoice amounts or the budgeted annual invoice amount, as applicable. All advanced funds shall be offset in equal installments against request for reimbursement claims (invoices) submitted during the first twelve (12) months following the effective date of the Agreement or the term of the Agreement, whichever is less.

6. PURCHASE OF FIXED ASSETS

Fixed assets are defined as those tangible assets of significant value having a utility which extends beyond the contract term that are broadly classified as land, buildings and improvements, and equipment. Significant value is defined as a cost of \$5,000.00 or more.

COMMISSION funds used for the purchase of the following fixed asset(s) shall be of beneficial public service to the target population of children 0-5 years of age and their families:

Description of fixed assets: NONE

Funding for the purchase of fixed asset(s) described above is structured as a no-interest forgivable loan and subject to the following terms.

- A. The term of the forgivable loan will be 0 years beginning on the execution of this agreement.
- B. 10% of the loan amount will be forgiven each year on the anniversary of the agreement provided that the funded program remains in business, and continues the operation of the program for which the asset was purchased.

- C. Fixed asset shall be used for the purposes described in the agreement, or upon approval of the Commission, for another use that served and/or benefited the target population.
- D. In the event the Contractor, or its successor in interest, prior to the loan being forgiven in full, violates the provisions of this agreement, including significantly reducing or ceasing the operation of the program for which the asset was purchased, then the Contractor shall be required to:
 - 1. Repay the remaining un-forgiven portion of the loan, and;
 - 2. Pay interest on the remaining un-forgiven portion of the loan at a yearly rate of 6%, compounded daily, calculated from the effective date of the contract. The repayment and the interest shall be due within 30 days following Contractor's cessation of the program or the date that the Commission has notified the Contractor in accordance with the provisions of the agreement, whichever is earlier.

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.17

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Sacramento Campus) for the 2019-2020 school year at a cost not to exceed \$50,000.

BACKGROUND:

This is a renewal contract. The district has a student that requires programs and services unique to his/her needs. The IEP team determined Point Quest to be the Least Restrictive Environment (LRE) to meet this student's needs.

STATUS:

The 2018-2019 contract was \$70,000. The 2019-2020 contract is not to exceed \$50,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$50,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Sacramento Campus) for the 2019-2020 school year at a cost not to exceed \$50,000.

Time allocated: 3 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2019-2020

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.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

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

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2019-2020

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest Sacramento

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, 2019, 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, 2019 to June 30, 2020 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, 2020. In the event a subsequent Master Contract is not renegotiated by June 30, 2020, 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 2019 and terminates at 5:00 P.M. on June 30, 2020, 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 A: RATES - NON-PUBLIC SCHOOL ONLY – 2019-2020 CONTRACT YEAR

CONTRACTOR _____ **Point Quest** _____ **CONTRACTOR NUMBER** _____ **2019-2020**
(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 _____ \$50,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$150.22	Daily Rate
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)	\$27.74	Round Trip
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	\$95.00	Per Hour
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	\$110.00	Per hour
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, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.18

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Lodi Campus) for the 2019-2020 school year at a cost not to exceed \$100,000.

BACKGROUND:

This is a renewal contract. There are a few students within our district that require programs and services unique to their needs. The IEP team determined Point Quest to be the Least Restrictive Environment (LRE) to meet these students' needs.

STATUS:

The 2018-2019 contract was \$150,000. The 2019-2020 contract is not to exceed \$100,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$100,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Lodi Campus) for the 2019-2020 school year at a cost not to exceed \$100,000.

Time allocated: 3 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2019-2020

X Nonpublic School

 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.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

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

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2019-2020

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest Lodi

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, 2019, 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, 2019 to June 30, 2020 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, 2020. In the event a subsequent Master Contract is not renegotiated by June 30, 2020, 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 2019 and terminates at 5:00 P.M. on June 30, 2020, 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:

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 – 2019-2020 CONTRACT YEAR

CONTRACTOR _____ **Point Quest** _____ **CONTRACTOR NUMBER** _____ **2019-2020**
(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 _____ **\$100,000**
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$161.97</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>\$35.00</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>\$100.00</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, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.19

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistants) for the 2019-2020 school year at a cost not to exceed \$90,000.

BACKGROUND:

This is a renewal contract. Point Quest provides well-trained, highly skilled instructional assistants for additional academic classroom support and 1:1 assistance for our students.

STATUS:

The 2018-2019 contract was \$65,000 for two full time 1:1 Instructional Assistants. The 2019-2020 contract is not to exceed \$90,000 for two 1:1 Instructional Assistants and 1 Instructional Assistant who provides additional academic support.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$90,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistants) for the 2019-2020 school year at a cost not to exceed \$90,000.

Time allocated: 3 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

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

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2019-2020

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, 2019, 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, 2019 to June 30, 2020 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, 2020. In the event a subsequent Master Contract is not renegotiated by June 30, 2020, 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 2019 and terminates at 5:00 P.M. on June 30, 2020, 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 – 2019-2020 CONTRACT YEAR

CONTRACTOR _____ CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

Payment under this contract may not exceed \$90,000
 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, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.20

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Autism Services) for the 2019-2020 school year at a cost not to exceed \$90,000.

BACKGROUND:

There is a small group of students within our district that require programs and services unique to their needs. The IEP team determined Capital Autism Services is the Least Restrictive Environment (LRE) to meet these students' needs.

STATUS:

This is a renewal contract. Thee 2018-2019 contract was \$70,000 for 2 full year and one partial year students. The 2019-2020 contract is not to exceed \$90,000 for 3 full year students.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$90,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Autism Services) for the 2019-2020 school year at a cost not to exceed \$90,000.

Time allocated: 3 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2019-2020

 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.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

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

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31

EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2019-2020

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Capital Autism Services/Land Park Campus

**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, 2019, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Capital Autism Services/Land Park Campus (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, 2019 to June 30, 2020 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, 2020. In the event a subsequent Master Contract is not renegotiated by June 30, 2020, 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 Exhibit A.

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 2019 and terminates at 5:00 P.M. on June 30, 2020, 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 A: RATES - NON-PUBLIC SCHOOL ONLY – 2019-2020 CONTRACT YEAR

CONTRACTOR Capital Autism/Land Park Campus **CONTRACTOR NUMBER** _____ **2019-2020**
(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 \$90,000
 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)	_____	_____
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	\$105.00	Per hour
b. Language and Speech Therapy – Group of 2	\$105.00	Per hour
c. Language and Speech Therapy – Group of 3	\$105.00	Per hour
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	\$105.00	Per hour
(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	\$105.00	Per hour
b. Occupational Therapy – Group of 2	\$105.00	Per hour
c. Occupational Therapy – Group of 3	\$105.00	Per hour
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	\$105.00	Per hour
(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, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.21

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Request to approve the 2019-2020 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.

BACKGROUND:

This is a renewal contract. Pristine Rehab Care provides well trained, highly skilled speech therapists for the River Delta Unified School District. Pristine Rehab has provided services for our district for five years.

STATUS:

The 2018-2019 contract was \$240,000. The 2019-2020 contract is not to exceed \$240,000.

PRESENTER: Kathy Wright, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$240,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the 2019-2020 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 allocated: 3 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2019-2020

 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.

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

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

33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	19
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	19
40. PARENT ACCESS	19
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	20
43. STATE MEAL MANDATE	21
44. MONITORING	21
IV. <u>PERSONNEL</u>	
45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	25
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	26
55. SEXUAL HARASSMENT	26
56. REPORTING OF MISSING CHILDREN	26
VI. <u>FINANCIAL</u>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	29
61. INSPECTION AND AUDIT	30
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	31
EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	33
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	36

2019-2020

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, 2019, 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, 2019 to June 30, 2020 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, 2020. In the event a subsequent Master Contract is not renegotiated by June 30, 2020, 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 2019 and terminates at 5:00 P.M. on June 30, 2020, 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 – 2019-2020 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, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: None

From: Don Beno, Superintendent

Item Number: 10.22

Type of item: (Action, Consent Action or Information Only): Consent Action

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

Riverview Middle School

Daniel & Christine Mahoney - \$265

Rio Vista Foundation - \$1,750 (ChromeBooks)

D.H. White Elementary School

Your Cause LLC Trustee for Pacific Gas & Electric - \$333.32

STATUS:

PRESENTER:

Don Beno, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board acknowledge and approve the receipt of these donations

Time allocated: 3 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X_____

From: Don Beno, Superintendent

Item Number: 11_____

Type of item: (Action, Consent Action or Information Only): Action_____

SUBJECT:

Request to approve the *second and final* reading of the updated or new Board Policies, Administrative Regulations or Exhibits due to new legislation or mandated language and citations revisions as of March 2019.

BACKGROUND:

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

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to March 2019 which need to be approved for the *second and final* reading and adopted. First reading was brought before the Board for a first reading on May 14, 2019.

PRESENTER:

Don Beno, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the *second and final* reading of these policies, regulations and exhibits resulting from legislations effective prior to March 2019.

Time allocated: 5 minutes

POLICY GUIDE SHEET
March 2019
Page 1 of 4

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/E 0420.41 - Charter School Oversight
(BP/E revised)

Policy updated to include the California School Dashboard as a means for monitoring charter school performance and identifying the need for technical assistance. Policy also deletes material related to the identification of schools for federal Program Improvement, which is no longer operational. Exhibit reorganized and subheads added for clarity. Exhibit also reflects **NEW LAW (SB 126, 2019)** and **NEW ATTORNEY GENERAL OPINION** which clarify that charter schools are subject to the Brown Act, California Public Records Act, Political Reform Act, and conflict of interest laws, and **NEW LAWS** which (1) prohibit the operation of a charter school as a for-profit corporation or organization (**AB 406**); (2) provide that a student who is receiving individual instruction at home or a hospital due to a temporary disability must be allowed to return to the charter school when well enough to do so (**AB 2109**); (3) require specified accommodations for pregnant and parenting students (**AB 2289**); (4) prohibit taking negative action against a student or former student for a debt owed to the school (**AB 1974**); (5) require development of a local control funding formula (LCFF) budget overview for parents/guardians in conjunction with the local control and accountability plan (LCAP) (**AB 1808**); (6) require charter schools applying for certain categorical funding to adopt a school plan for student achievement (**AB 716**); (7) require charter schools to adopt a comprehensive safety plan (**AB 1747**); (8) require each bus to be equipped with a child safety alert system (**AB 1840**); (9) require charter schools serving grades 7-12 to offer comprehensive sexual health and HIV prevention education (**AB 2601**); (10) require parental notification regarding human trafficking resources (**SB 1104**); (11) require charter schools to exempt certain students transferring in grades 11-12 from locally established graduation requirements (**AB 2121**); (12) allow students to wear cultural or religious adornments at graduation ceremonies (**AB 1248**); (13) require charter schools to provide eligible students with a free or reduced-price meal each day (**AB 1871**); (14) require charter schools to review their suicide prevention policy at least once every five years (**AB 2639**); (15) require that the suicide prevention hotline number be printed on student identification cards (**SB 972**); (16) require notification of how to access school or community mental health services (**AB 2022**); (17) require an automated external defibrillator to be accessible at athletic events (**AB 2009**); (18) mandate the adoption of policy on bullying and cyberbullying prevention (**AB 2291**); (19) prohibit the use of seclusion and restraint for disciplinary purposes (**AB 2657**); (20) prohibit the inclusion of a student's or parent/guardian's personal information in board minutes when so requested (**SB 1036**); and (21) require charter schools receiving state facilities funding to provide an annual report of facilities expenditures and submit an audit within one year of project completion (**AB 99, 2017; AB 1808**).

BP/AR 1312.3 - Uniform Complaint Procedures
(BP/AR revised)

Policy and regulation updated to reflect **NEW LAWS** authorizing the use of uniform complaint procedures (UCP) to resolve allegations of noncompliance with accommodations for pregnant and parenting students (**AB 2289**), the development and adoption of an LCFF budget overview for parents/guardians (**AB 1808**), the development of a school plan for student achievement (**AB 716**), and specified educational rights of migrant students and immigrant students enrolled in a newcomer program (**AB 2121**). Policy also updates section on "Non-UCP Complaints" to reflect **NEW LAW (AB 1808)** which provides that complaints alleging health and safety violations in license-exempt California State Preschool Programs are subject to Williams UCP. Regulation also updates section on "Notifications" to more closely reflect the California Department of Education's (CDE) Federal Program Monitoring instrument, deletes section on "District Responsibilities" which duplicates material in other sections, reorganizes section on "Report of Findings" for clarity, and revises section on "Corrective Actions" to delete item #9 which is not a remedy.

POLICY GUIDE SHEET

March 2019

Page 2 of 4

AR/E 1312.4 - Williams Uniform Complaint Procedures

(AR, E(1), and E(2) revised; E(3) and E(4) added)

Regulation updated to reflect **NEW LAW (AB 1808)** which authorizes the use of Williams UCP to resolve allegations of health and safety violations in license-exempt California State Preschool Programs. Regulation also adds optional paragraph authorizing the use of Williams UCP for complaints alleging that a school that serves grades 6-12 and meets a 40 percent student poverty threshold fails to comply with the requirements to stock at least 50 percent of the school's restrooms with feminine hygiene products and to not charge students for such products. Exhibit 1 revised to add the applicable complaint procedure for the types of complaints listed in the notice. Exhibit 2 expands the applicability of the complaint form to include complaints alleging the failure to provide feminine hygiene products. New Exhibits 3 and 4 provide a sample notice and complaint form for complaints regarding health and safety in license-exempt preschool programs pursuant to AB 1808.

AR 1340 - Access to District Records

(AR revised)

Regulation updated to revise section on "Public Records" to delete legal cite which was repealed pursuant to **NEW LAW (AB 716)** and to include any district or school plan, unless otherwise prohibited by law, as a public record to which members of the public have access. Regulation also updated to reflect the prohibition against disclosing an individual's citizenship or immigration status or religious beliefs, practices, or affiliation to federal government authorities.

BP/AR 3100 - Budget

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1808)** which requires districts to annually develop, adopt, and post an LCFF budget overview for parents/guardians and to file the budget overview with the county superintendent of schools. Section on "Long-Term Financial Obligations" revised to reflect **NEW LAW (SB 1413)** which establishes the California Employers' Pension Prefunding Trust Program to allow districts to prefund required contributions to the California Public Employees' Retirement System. Regulation updated to emphasize that any recommendations by the budget advisory committee should be consistent with the district's vision, goals, priorities, LCAP, and other comprehensive plans and to clarify that a regional budget review committee convened by the county superintendent of schools requires approval of the Superintendent of Public Instruction as well as the district board.

BP/AR 3260 - Fees and Charges

(BP/AR revised)

Policy and regulation updated to add new section on "Collection of Debt," reflecting **NEW LAW (AB 1974)** which prohibits negative action against a student or former student for a debt owed to the school and requires districts to provide parents/guardians with an itemized invoice that references applicable district policies. Regulation also revised to more directly reflect the most recent CDE fiscal advisory regarding student fees.

BP/AR 3515.4 - Recovery for Property Loss or Damage

(BP/AR revised)

Policy updated to reflect the 2019 limits for parent/guardian liability for property loss or damage caused by a child's willful misconduct and for any reward paid for information leading to the identification of persons responsible for property damage. Policy also reflects **NEW LAW (AB 1974)** which prohibits the collection of debt owed by a current or former homeless or foster youth. Regulation updated to reflect the requirement to offer an option for a student to provide work in lieu of payment when the parents/guardians are unable to pay, and AB 1974 which allows the district, at its discretion, to offer any student, regardless of ability to pay, a nonmonetary means to settle debt. Regulation also adds a paragraph allowing the district to withhold a student's grades, diplomas, or transcripts until the damages have been recovered. Section on "Payment of Reward" deleted and key concepts moved to BP.

POLICY GUIDE SHEET

March 2019

Page 3 of 4

BP/AR 4030 - Nondiscrimination in Employment

(BP/AR revised)

Policy and regulation updated to clarify applicability of the policy to nonemployees providing services to the district pursuant to a contract. Policy reflects **NEW STATE REGULATIONS (Register 2018, No. 20)** which add a definition of national origin and make it an unlawful employment practice to inquire into or discriminate against an employee on the basis of immigration status. Policy also reflects **NEW LAW (SB 1300)** which (1) prohibits districts from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or release the right to file a claim against the district for unlawful acts in the workplace, including sexual harassment, and (2) provides that a district may be responsible for any harassment (not just sexual harassment) of employees by nonemployees if the district knows or should have known of the conduct and failed to take action. Regulation revises section on "Measures to Prevent Discrimination" to reflect a requirement, formerly in BP, to post the California Department of Fair Employment and Housing (DFEH) poster on workplace discrimination and harassment and to add the requirement to post the DFEH poster on the rights of transgender employees. Regulation also reflects **NEW LAW (SB 1300)** which authorizes training on bystander intervention.

AR 4161.1/4361.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

AR 4261.1 - Personal Illness/Injury Leave

(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

BP/AR 5117 - Interdistrict Attendance

(BP/AR revised)

Policy updated to delete references to the Open Enrollment Act since schools are not currently being identified as low achieving based on the Academic Performance Index, update legal cites, and clarify the continuing requirement to register as a school district of choice with the Superintendent of Public Instruction and county board of education before enrolling students under that program. Regulation updated to reflect **NEW LAW (AB 2826)** which adds a requirement, applicable to districts that have entered into interdistrict attendance agreements, to post on their web site the procedures and timelines for requests for interdistrict transfer permits. Regulation also reflects timelines added by AB 2826 for notifying parents/guardians of the district's granting or denial of the transfer request, which differ for current-year and future-year transfer requests, and for the parent/guardian's appeal of the district's decision to the county office of education. In section on "School District of Choice Program," material deleted regarding the denial of a transfer into the district based on a negative impact on a desegregation plan or the racial/ethnic balance of the district, as such grounds are only applicable to transfers out of the district.

POLICY GUIDE SHEET

March 2019

Page 4 of 4

AR 5125.2 - Withholding Grades, Diploma and Transcripts

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1974)** which allows districts to offer any student, other than a current or former homeless student, nonmonetary means to settle debt owed for property loss or damage resulting from the student's willful misconduct and to withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.

BP 5127 - Graduation Ceremonies and Activities

(BP revised)

Policy updated to provide optional language providing that passage of any of the three high school equivalency tests approved by the State Board of Education is not equivalent to completing all graduation requirements for participation in graduation ceremonies. Option for student-initiated, student-led prayer at graduation ceremonies deleted consistent with court decisions which suggest that such prayer could be unconstitutional. Policy also reflects **NEW LAW (AB 1248)** which permits students to wear tribal regalia or recognized religious or cultural adornments to the cap and gown, unless the district determines that an item is likely to cause substantial disruption of the ceremony.

E 5145.6 - Parental Notifications

(E revised)

Exhibit reflects **NEW LAWS** requiring parental notice of the rights of pregnant and parenting students (**AB 2289**), mental health services available in the school and community (**AB 2022**), risks and effects of lead exposure when child enrolls in a licensed child care center or preschool (**AB 2370**), and specified educational rights of migrant students and newly arrived immigrant students in grades 11-12 (**AB 2121**). Exhibit also deletes two items related to Open Enrollment Act transfers since schools are not currently being identified as low achieving under this program. Section V updated to add legal cite pursuant to **NEW LAW (AB 1808)** which requires classroom notice on Williams UCP to include health and safety issues in license-exempt California State Preschool Programs.

AR 5148 - Child Care and Development

(AR revised)

Regulation updated to reflect **NEW LAW (AB 605)** which establishes a new child care center license and requires all centers to be licensed by January 1, 2024. Section on "Eligibility and Enrollment" updated to reflect **NEW LAW (AB 2626)** which raises the income eligibility threshold for subsidized services from 70 to 85 percent of the state median income and provides that a family that establishes eligibility for services, regardless of the basis of eligibility, is generally entitled to receive services for at least 12 months before being recertified for eligibility. Regulation also reflects **NEW LAW (AB 2370)** which requires licensed child care programs to provide parents/guardians with information regarding lead exposure and blood testing.

BB/E 9323.2 - Actions by the Board

(BB/E(1)/E(2) revised)

Bylaw updated to reference the timelines by which a civil action may be filed to determine the applicability of the Brown Act to past board actions, and to clarify the circumstances under which a board action cannot be invalidated. Exhibit 1 updated to consolidate several items related to siting a community day school on an existing school site, add board action to respond to an emergency facilities condition without giving notice for bids to let contracts (requiring two-thirds vote for three-member boards, or four-fifths vote for five-member and seven-member boards), and reflect **NEW LAW (AB 2249)** which amends the threshold requirements for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act. Section on "Actions Requiring a Unanimous Vote of the Board" updated to further explain the ability to authorize the use of day labor or force account and/or waive the competitive bid process when the board determines that an emergency exists. Exhibit 2 contains minor revision for clarity.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.41(a)

CHARTER SCHOOL OVERSIGHT

Note: The following **optional** policy may be revised to reflect district practice. The Governing Board is obligated to monitor the performance of any charter school it authorizes in order to ensure the school's compliance with legal requirements and progress toward meeting measurable outcomes specified in the charter. Information about the school's performance is necessary when determining whether to grant a renewal of the charter or whether a revocation of the charter is warranted; see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation. In addition, pursuant to Education Code 47604, if the district complies with all oversight responsibilities required by law, it will not be liable for the debts or obligations of any charter school that operates as or is operated by a nonprofit public benefit corporation pursuant to Corporations Code 5110-6910.

Pursuant to Education Code 47605, if the State Board of Education (SBE) approves a petition upon appeal after the Board and County Board of Education have denied the petition, the SBE may, by mutual agreement, designate its supervisory and oversight responsibilities to the Board or to any local educational agency in the county in which the charter school is located.

The Governing Board recognizes its ongoing responsibility to oversee that any charter school **authorized by** the Board ~~has authorized~~ is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)

(cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

Note: Education Code 47604.32 requires the district to visit each charter school at least once every year. CSBA's publication Charter Schools: A Guide for Governance Teams recommends more frequent visits, perhaps two or three times during the school year, in order to monitor school operations more closely and develop relationships with the staff at the charter school.

The ~~Board and Superintendent or designee may inspect or observe any part of the charter school at any time. The Superintendent or designee~~ shall visit each charter school at least annually **and may inspect or observe any part of the charter school at any time.** (Education Code 47604.32, 47607)

Note: The following **optional** paragraph may be revised to reflect district practice. Pursuant to Education Code 47604, if a charter school operates as or is operated by a nonprofit public benefit corporation, the Board is entitled to a single representative on the board of directors of the nonprofit public benefit corporation. CSBA's publication Charter Schools: A Guide for Governance Teams recommends that the district consult with legal counsel and consider any potential conflict of interest that may arise from having an individual Board member vote as a member of the charter board of directors on issues on which the Board will need to provide oversight. CSBA's guide suggests that an alternative approach may be for the district to designate its charter school contact, appointed pursuant to Education Code 47604.32, to attend meetings of the charter school board.

CHARTER SCHOOL OVERSIGHT (continued)

Waivers

Note: A charter school is not authorized to submit general waiver requests to the SBE on its own behalf. Rather, the district must submit the waiver request for the charter school. A general waiver request form is available on the California Department of Education's (CDE) web site. Exceptions for which the charter school may directly apply for a waiver include a waiver of the federal Strengthening Career and Technical Education for the 21st Century Act and a specific waiver of instructional time penalties.

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

(cf. 1431 - Waivers)

Provision of District Services

Note: The following **optional** section may be revised to reflect district practice. A charter school may elect to receive its funding directly from the County Superintendent of Schools pursuant to Education Code 47651 and be directly responsible for the provision of payroll, human resources, maintenance and operations, legal services, and other administrative operations. Alternatively, a charter school may receive its funding through the district that granted its charter, ~~as is the case with most "dependent" charter schools.~~ CSBA's publication Charter Schools: A Guide for Governance Teams recommends one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school, including any services that will be provided by the district; see BP 0420.4 - Charter School Authorization.

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the district and charter school.

CHARTER SCHOOL OVERSIGHT (continued)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to establish or move operations to one or more additional sites, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.

Monitoring Charter School Performance

Note: The district has a responsibility to oversee that the charter school complies with all applicable legal requirements. Violation of any law may subject the school to revocation pursuant to Education Code 47607. See the accompanying Exhibit for a list of legal requirements pertaining to the operation of charter schools.

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

Note: Education Code 47605 requires that measurable student outcomes for "all groups of students served by the charter school" be included in the school's charter petition and that these outcomes be aligned with the state priorities for the local control and accountability plan (LCAP) as stated in Education Code 52060; see AR 0420.4 - Charter School Authorization. Pursuant to Education Code 47607, "all groups of students served by the charter school" means all numerically significant subgroups of students served by the charter school, as defined in Education Code 52052. Pursuant to Education Code 52052, defines a numerically significant subgroups include as a subgroup with at least 30 students (or at least 15 foster youth or homeless students) in the school, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students (or 15 foster youth or homeless students). For schools with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction (SPI) with approval by the SBE.

Education Code 47605 requires that the charter petition include methods for measuring the charter school's progress toward achieving student outcomes. Although the measures of the school's progress may vary, Education Code 47605 requires that charter schools conduct any statewide assessments applicable to other public schools. In addition, Education Code 47604.32 and 47604.33, as amended by SB 828 (Ch. 29, Statutes of 2016), require the district to ensure that the charter school submits an annual update of its LCAP as required by Education Code 47606.5. Education Code 47606.5 requires that the charter school's LCAP include a review

CHARTER SCHOOL OVERSIGHT (continued)

of progress toward its goals, an assessment of the effectiveness of the specific actions described in the charter toward achieving the goals, and a description of changes in the specific actions that the charter school will make as a result of the review and assessment. **In addition, charter schools are included in the California School Dashboard, which reports the status of school performance on multiple state and local indicators and is intended to assist schools and districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Charter schools that serve high-risk students may qualify for the state's Dashboard Alternative School Status (DASS) program, which uses modified methods of measurement for accountability indicators when appropriate.**

The Board shall monitor **each the** charter school to determine whether it is achieving, ~~both schoolwide and for all groups of students served by the school,~~ the measurable student outcomes set forth in the charter, **both schoolwide and for each numerically significant student subgroup served by the school, as defined in Education Code 52052.** This determination shall be based on the measures specified in the approved charter **petition and any applicable memorandum of understanding,** and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), **as reported in the California School Dashboard.**

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the **charter** school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Note: Education Code 47613 authorizes the district to charge the charter school, within specified limits, for the costs of supervisory oversight of the school. Education Code 47613 provides that the costs of supervisory oversight include, but are not limited to, costs incurred for technical assistance or intervention pursuant to Education Code 47607.3; see the section "Technical Assistance/Intervention" below. CSBA's publication *Charter Schools: A Guide for Governance Teams* suggests that supervisory oversight activities also might include site visits, reviews of performance data and financial reports, and legal auditing. The actual provision of administrative or support services would not be considered supervisory oversight for purposes of charging supervisory oversight costs to the charter school. Those services may be purchased separately by the charter school.

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisory oversight of the school. However, if the district is able to provide substantially rent-free facilities to the charter school, the district may charge up to three percent of the charter school's revenue for actual costs of supervisory oversight or, if the facility is provided under Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7. If the district charges the pro-rata share, it may also charge one percent of the charter school's revenue in oversight fees. (Education Code 47613)

(cf. 7160 - Charter School Facilities)

CHARTER SCHOOL OVERSIGHT (continued)**Technical Assistance/Intervention**

If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more **numerically significant** student subgroups ~~identified in Education Code 52052~~, or for all of the student subgroups if the school has fewer than three **subgroups**, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

1. Shall provide technical assistance to the charter school ~~using an evaluation rubric adopted by the SBE pursuant to Education Code 52064.5~~ **based on the California School Dashboard**
2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074

~~Note: As amended by the Every Student Succeeds Act (P.L. 114-95), 20 USC 6311 provides for a new system of school support and improvement for Title I schools beginning in the 2017-18 school year. Until then, charter schools that have been identified for program improvement (PI) for failure to make "adequate yearly progress" for two or more consecutive years must continue to implement their improvement plans. However, because of the repeal of 20 USC 6316 by P.L. 114-95, schools in the second year of PI or beyond are no longer required to arrange for supplemental educational services from an approved service provider. Instead, the CDE has elected to require the provision of alternative supports, defined and administered by the school, to eligible students beginning with the 2016-17 school year; see the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016).~~

~~If a charter school receiving federal Title I funding has been identified for program improvement, it shall implement improvement strategies in accordance with its existing school improvement plan.~~

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

Note: Education Code 47607 requires the Board to consider specified criteria of academic performance when determining whether to deny a petition for charter renewal or to revoke a charter, with achievement of all student subgroups served by the charter school being the most important factor; see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation. In addition, Education Code 47607.3 requires the Board to consider revocation of a charter whenever it finds that the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence or continues to demonstrate persistent or acute inadequate performance.

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to the academic achievement of all numerically significant subgroups of students served by the charter school.

(cf. 0420.42 - Charter School Renewal)

CHARTER SCHOOL OVERSIGHT (continued)

(cf. 0420.43 - Charter School Revocation)

Complaints

Note: Pursuant to Education Code 52075, charter schools are required to establish policies and procedures for addressing complaints of noncompliance with Education Code 47606.5 (annual update of school goals, actions, and related expenditures) or 47607.3 (technical assistance or intervention based on the school's failure to improve student outcomes). See AR 1312.3 - Uniform Complaint Procedures for applicable procedures.

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-46874670, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

School Closure

Note: The following **optional** section may be revised to reflect district practice. Pursuant to Education Code 47605, procedures to be followed in the event a charter school ceases operation for any reason must be specified in the charter; see AR 0420.4 - Charter School Authorization. 5 CCR 11962 lists components that must be included in these procedures, including (1) designation of a responsible entity to conduct closure-related activities; (2) notifications to specified persons and entities; (3) provision of information about students' grade level, course completion, and district of residence; (4) transfer and maintenance of student and personnel records; (5) completion of an independent final audit; and (6) disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed.

Depending on the terms of the charter, these duties may be performed by the charter school, the district, or another specified entity. However, Education Code 47604.32 specifies that it is the responsibility of the district to notify the CDE when a charter school ceases operation for any reason. The CDE's web site also recommends that, in addition to the notifications required by 5 CCR 11962, either the district or the charter school should announce the closure to any school districts that may be responsible for providing education services to the former students of the charter school.

The CDE's web site recommends that charter school closures occur at the end of a school year if it is feasible to maintain a legally compliant program until then.

CHARTER SCHOOL OVERSIGHT (continued)

In the event that the Board revokes or denies renewal of a charter or the **charter** school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of the charter is denied, the charter is revoked, or the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

*Legal Reference:*EDUCATION CODE

215 Suicide prevention policy

215.5 Suicide prevention hotline contact information on student identification cards

220 Nondiscrimination

221.61 Posting of Title IX information on web site

221.9 Sex equity in competitive athletics

222 Lactation accommodations for students

222.5 Pregnant and parenting students, notification of rights**234.4 Mandated policy on bullying prevention**

234.7 Student protections relating to immigration and citizenship status

17070.10-17079.30 Leroy F. Greene School Facilities Act

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

32282 Comprehensive safety plan**32283.5 Online training on bullying prevention**

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

35179.4-35179.6 Interscholastic athletic programs, safety**35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance**

35330 Field trips and excursions; student fees

38080-38086 School meals

39831.3 Transportation safety plan

39843 Disciplinary action against bus driver; report to Department of Motor Vehicles

41024 Report of expenditure of state facility funds

42100 Annual statement of receipts and expenditures

44030.5 Reporting change in employment status due to alleged misconduct

44237 Criminal record summary

44691 Information on detection of child abuse

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

45125.1 Fingerprinting; employees of contracting entity

46015 Accommodations for pregnant and parenting students; parental leave

47600-47616.7 Charter Schools Act of 1992

47634.2 Nonclassroom-based instruction

47640-47647 Special education funding for charter schools

47651 Apportionment of funds, charter schools

48000 Minimum age of admission for kindergarten; transitional kindergarten

48010-48011 Minimum age of admission (first grade)

48206.3-48208 Students with temporary disabilities; individual instruction

48850-48859 Educational placement of foster youth and homeless students

48907 Students' exercise of free expression; rules and regulations

48950 Student speech and other communication

49005-49006.4 Seclusion and restraint

49011 Student fees

49014 Public School Fair Debt Collection Act

49061 Student records

49073.2 Privacy of student and parent/guardian personal information

49076.7 Student records; data privacy; Social Security numbers

49110 Authority to issue work permits

49381 Human trafficking prevention

49414 Epinephrine auto-injectors

49414.3 Administration of opioid antagonist

49428 Notification of mental health services

49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:

49431.9 Advertisement of non-nutritious foods

49475 Health and safety, concussions and head injuries

49557.5 Child Hunger Prevention and Fair Treatment Act of 2017

49564 Meals for needy students

51224.7 Mathematics placement policy

51225.1-51225.2 Exemption from local graduation requirements; acceptance of coursework

51225.6 Instruction in cardiopulmonary resuscitation

51513 Diploma of graduation, without passage of high school exit examination

51745-51749.3-6 Independent study

51930-51939 California Healthy Youth Act

52052 Accountability; numerically significant student subgroups

52060-52077 Local control and accountability plans

52075 Uniform complaint procedures

56026 Special education

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

64000 Categorical programs included in consolidated application

64001 School plan for student achievement, consolidated application programs

65000-65001 School site councils

69432.9-69432.92 Cal Grant program; notification of grade point average and high school graduation

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

CORPORATIONS CODE

5110-6910 *Nonprofit public benefit corporations*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*

3540-3549.3 *Educational Employment Relations Act*

6250-6270 *California Public Records Act*

54950-54963 *Ralph M. Brown Act*

81000-91014 *Political Reform Act of 1974*

HEALTH AND SAFETY CODE

104420 *Tobacco Use Prevention Education grant program*

104559 *Tobacco-free schools*

LABOR CODE

1198.5 *Personnel records related to performance and grievance*

PENAL CODE

667.5 *Definition of violent felony*

1192.7 *Definition of serious felony*

VEHICLE CODE

28160 *Child safety alert system*

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

Article 16, Section 8.5 Public finance; school accountability report card

CODE OF REGULATIONS, TITLE 5

4600-4687 *Uniform complaint procedures*

11700.1-11705 *Independent study*

11960-11969 *Charter schools*

CODE OF REGULATIONS, TITLE 24

101 et seq. *California Building Standards Code*

UNITED STATES CODE, TITLE 20

1681-1688 *Title IX of the Education Amendments of 1972; discrimination based on sex*

6311 *State plan*

7221-7221j *Charter schools*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 *Accountability*

COURT DECISIONS

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

ATTORNEY GENERAL OPINIONS

Opinion No. 11-201 (2018)

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

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

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

CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS

Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

Management Resources: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Management Resources:

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Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

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

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Model Youth Suicide Prevention Policy, May 2017

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

California School Accounting Manual

Sample Copy of a Memorandum of Understanding

*Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013***17-01, July 28, 2017**

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

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program: Title V, Part B of the ESEA, ~~April 2011~~ January 2014

WEB SITES

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

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

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

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

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

CSBA Sample Exhibit

Philosophy, Goals, Objectives, and Comprehensive Plans

E 0420.41(a)

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

Note: Pursuant to Education Code 47610, charter schools are exempt from Education Code provisions governing school districts unless otherwise specified in law. **However, charter schools, like other public schools, are subject to the state and federal constitutions, applicable federal laws, state laws that apply to governmental agencies in general, and state laws that are expressly applicable to charter schools.**

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.

A charter schools shall be subject to the terms of their its charters; any memorandum of understanding between the school and the district Governing Board with their chartering authority; 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 and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school or the entity managing the charter school:

Governance

Note: Pursuant to Education Code 47604.1, as added by SB 126 (Ch. 3, Statutes of 2019), charter schools are subject to the Ralph M. Brown Act, the California Public Records Act, the Political Reform Act of 1974, and conflict of interest laws, as provided in item #1 below. Although Education Code 47604.1 is not effective until January 1, 2020, a 2018 Attorney General opinion also concluded that, under current law, those statutes govern all local agencies including charter schools.

- 1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)**
- 2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)**

CHARTER SCHOOL OVERSIGHT (continued)**Operations**

3. **Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)**
4. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

Admission/Enrollment

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 district schools (Education Code 47646, 56145)
8. Admit all students who wish to attend the **charter** 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 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 that** school's former attendance area. (Education Code 47605)

CHARTER SCHOOL OVERSIGHT (continued)

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 that** 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 shall be determined by a public random drawing, 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 district on an individual school basis consistent with law. (Education Code 47605)
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. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)**

Nondiscrimination

- ~~2.12.~~ Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
- ~~30.13.~~ Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the **charter** 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

CHARTER SCHOOL OVERSIGHT (continued)

45.14. 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)

25.15. If the **charter** 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)

37.16. Provide **specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students.** (Education Code 222, 222.5, 46015)

46.17. 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)

Tuition and Fees

3.18. 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.

4.19. 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

20. **Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for**

CHARTER SCHOOL OVERSIGHT (continued)

any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)

School Plans

- 21. Adopt a local control and accountability plan (LCAP) and update the plan 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 in consultation with specified stakeholders and using the template adopted by the State Board of Education (SBE). To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card the California School Dashboard. As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the school's budget. (Education Code 47604.33, 47606.5, 52064, 52064.1)**
- 22. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)**
- 23. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)**
- 35-24. 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. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)**

Curriculum and Instruction

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 this 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.

CHARTER SCHOOL OVERSIGHT (continued)

22.25. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

11.26. If the **charter** school offers a kindergarten program, ~~:(Education Code 48000) a. O~~ **also offer** a transitional kindergarten ~~(TK)~~ program to students whose fifth birthday is from September 2 through December 2 (Education Code 48000)

~~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~~

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

28. **If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school, beginning in the 2019-2020 school year (Education Code 51931, 51934)**

29. **If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources by January 1, 2020 (Education Code 49381)**

Note: Education Code 47612.5 provides that charter schools offering independent study are subject to Education Code 51745-51749.**36.** Education Code 51745 requires that no course included among the courses required for graduation may be offered solely through independent study. However, pursuant to 5 CCR 11705, a charter school offering grades 9-12 shall be deemed to be an "alternative school" for purposes of independent study and thus, according to the CDE, would comply with this provision because students in such alternative schools are enrolled voluntarily and, if they wished, could attend any other district high school in which the courses were offered via classroom instruction.

23.30. If the **charter** school provides independent study, meet the requirements of Education Code 51745-51749.**36**, 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)

20.31. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

High School Graduation

32. **Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools**

CHARTER SCHOOL OVERSIGHT (continued)

- after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any graduation requirements established by the charter school that exceed state requirements, unless the school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)**
- 21.33.** Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)
- 34.** **Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)**

Student Expression

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.

- 29.35.** 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)

Staffing

- 12.36.** 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)
- 14.37.** Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the **charter** 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)

CHARTER SCHOOL OVERSIGHT (continued)

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

Parent/Guardian Involvement

- 27.41.** On a regular basis, consult with parents/guardians and teachers regarding the **charter** school's educational programs (Education Code 47605)
- 28.42.** 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)

Nutrition

- 43.** **Beginning with the 2019-2020 school year, provide each eligible student with one nutritionally adequate free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction (Education Code 47613.5)**
- 40.44.** If the **charter** 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)
- 41.45.** If the **charter** 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)

CHARTER SCHOOL OVERSIGHT (continued)

42.46. If the **charter** 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)

Student Health

18.47. If the **charter** school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components, **review the policy at least every five years, and, if the school issues student identification cards, print the telephone number of the National Suicide Prevention Lifeline on those cards** (Education Code 215, **215.5**)

48. **Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)**

13.49. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the **charter** 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 33479.1, 33479.3, and 49475 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 on the web site of the California Interscholastic Federation.

26.50. If the **charter** 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 the student** 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 the student** is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)

51. **If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)**

CHARTER SCHOOL OVERSIGHT (continued)

- 38.52.** ~~Ensure the availability and proper use of~~ **Provide school nurses or other voluntary, trained personnel with** emergency epinephrine auto-injectors **of the type required pursuant to Education Code 49414** ~~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~~
- 39.53.** If the **charter** 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

Student Conduct/Discipline

- 54.** **Adopt a policy on bullying and cyberbullying prevention by December 31, 2019, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 32283.5)**
- 55.** **Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)**

Student and Parent/Guardian Records

- ~~34.~~**56.** ~~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)~~
- 57.** **Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)**

CHARTER SCHOOL OVERSIGHT (continued)

33.58. 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)

34.59. If the **charter** 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)

Facilities

36.60. 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.

Finance

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

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

24.63. Identify and report to the **Superintendent of Public Instruction (SPI)** any portion of **its the charter school's** average daily attendance that is generated through

CHARTER SCHOOL OVERSIGHT (continued)

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)

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

a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

~~b. By July 1, 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)~~

e.b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)

~~**e.c.** By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)~~

e.d. 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)

CHARTER SCHOOL OVERSIGHT (continued)

f.e. 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 **CDE** ~~the California Department of Education~~. (Education Code 47605)

65. ~~If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)~~

Accountability

47.66. 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 any 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.~~

(7/17 5/18) 3/19

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. **See the section "Complaints Subject to UCP" below for a list of programs and activities subject to these procedures pursuant to state law.** Pursuant to 5 CCR 4610, ~~the a district's~~ 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; 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 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, 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 #6-9 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 **federal anti-discrimination laws, including** Title II of the Americans with Disabilities Act (20 42 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 **complaint** procedures to be "prompt and equitable." ~~The factors~~ OCR ~~examines to~~ evaluates a district's procedures ~~are based on factors~~ 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

UNIFORM COMPLAINT PROCEDURES (continued)

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.

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.~~ 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

Note: The FPM process includes a review of a 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. **Items #1-12 list all programs and activities identified in the FPM instrument. The district may revise the following items to reflect the programs it offers and the grade levels it serves.**

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 a 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 laws or regulations governing **any program subject to the UCP which is offered by the district, including** adult education programs;; After School Education and Safety programs;; agricultural ~~vocational~~ **career technical** education;; American Indian education centers and early childhood education program assessments;; bilingual education;; **California Peer Assistance and Review** programs for teachers;; **state career technical and technical education, career technical, and technical** training programs;; **federal career technical education**; child care and development programs;; child nutrition programs;; compensatory education;; consolidated categorical aid programs;; Economic Impact Aid;; ~~English learner programs, federal education programs in Title I-VII, the federal Every Student Succeeds Act~~; migrant education;; Regional Occupational Centers and Programs;; school safety plans;;

UNIFORM COMPLAINT PROCEDURES (continued)

special education programs; **California** State Preschool Programs; Tobacco-Use Prevention Education programs; and any other district-implemented **state categorical** program ~~which is listed in~~ **that is not funded through the local control funding formula pursuant to** Education Code 64000(a)

- (cf. 3553 - Free and Reduced Price Meals)
 (cf. 3555 - Nutrition Program Compliance)
 (cf. 5131.62 - Tobacco)
 (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, **by a student, employee, or other person participating in a district program or activity**, 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,~~ **in** 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, 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 the person's** 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)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 5146 - Married/Pregnant/Parenting Students)

Note: Education Code 46015, as added by AB 2289 (Ch. 942, Statutes of 2018), authorizes the use of UCP for complaints alleging the district's noncompliance with requirements related to the provision of parental leave to a pregnant or parenting student or other accommodations to which pregnant and parenting students are entitled pursuant to Education Code 46015.

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

4. 5. 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)

Note: Pursuant to Education Code 52075, any complaint alleging noncompliance with the requirements of Education Code 52060-52077 may be filed in accordance with the district's UCP. Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), by July 1, 2019 districts are required to develop a local control funding formula budget overview for parents/guardians in conjunction with the LCAP.

5. 6. Any complaint alleging district noncompliance with **legal applicable** requirements of **Education Code 52060-52077** related to the implementation of the local control and accountability plan, **including the development of a local control funding formula budget overview for parents/guardians** (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Note: Education Code 64001, as amended by AB 716 (Ch. 471, Statutes of 2018), provides for the use of UCP for complaints alleging noncompliance with requirements to develop a school plan for student achievement pursuant to Education Code 64001 and to establish a school site council pursuant to Education Code 65000-65001.

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified

UNIFORM COMPLAINT PROCEDURES (continued)

federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

(cf. 0420 - School Plans/Site Councils)

- 6.8.** Any complaint, by or on behalf of any student who is a foster youth as defined in Education Code 51225.2, 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, or country; school or records 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 9-11 are for use by districts that maintain high schools.

~~As amended by AB 365 (Ch. 739, Statutes of 2017);~~ AB 2121 (Ch. 581, Statutes of 2018) amended Education Code 51225.1 and 51225.2 to add authorization to use the district's authorize the use of the UCP for any complaint alleging the district's noncompliance with specified educational rights of children of military families migrant students and of students enrolled in a newcomer program (i.e., a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency). Also see AR 6175 - Migrant Education Program.

- 7.9.** Any complaint, by or on behalf of a student who transfers into the district after the second year of high school and is a homeless student child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, or a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, who transfers into the district after his/her second year of high school, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth 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)

- 10.** Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a

UNIFORM COMPLAINT PROCEDURES (continued)

military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)

- 8-11.** 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)

Note: Item #12 is for use by districts that maintain elementary schools.

- 9-12.** 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 #**10 13** below.

- 10-13.** 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.

- 11-14.** 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.

UNIFORM COMPLAINT PROCEDURES (continued)

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 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 **related to UCP**, 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 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.** 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.

(cf. 3580 - District Records)

UNIFORM COMPLAINT PROCEDURES (continued)

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.

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.
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, **including the right to file the complaint with the California Department of Fair Employment and Housing.**

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, Education Code 8235.5, as added by AB 1808, authorizes the use of Williams uniform complaint procedures to address any complaints alleging violations of health and safety requirements applicable to California State Preschool Programs (Education Code 8235-8239.1) that are exempt from licensing pursuant to Health and Safety Code 1596.792.

UNIFORM COMPLAINT PROCEDURES (continued)

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, ~~or~~ teacher vacancies and misassignments, **or health and safety violations in any license-exempt California State Preschool Program** shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code **8235.5**, 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

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-~~49013~~ **49014** Student fees

49060-49079 Student records, **especially:**

49069.5 ~~Rights of parents~~ **Records of foster youth**

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, former juvenile court school students, ~~and~~ military-connected students, **migrant students, and newly arrived immigrant 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

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

64000-64001 Consolidated application process; **school plan for student achievement**

65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

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~~ **Applicability of uniform complaint procedures to complaints regarding students with disabilities**

~~4600-4687~~**4670** Uniform complaint procedures

4680-4687 Williams 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~~ **Improving the Academic Achievement of the Disadvantaged**

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

12101-12213 Title II equal opportunity for individuals with disabilities

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

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, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

*Dear Colleague Letter: **Responding to** Bullying of Students with Disabilities, ~~August 2013~~ **October 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>~~ <https://www2.ed.gov/policy/gen/guid/fpco>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

(5/17 3/18) 3/19

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~~ **4670**. 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 **the development of a school plan for student achievement and the establishment of school site councils**; accommodations for ~~lactating~~ **pregnant and parenting** students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, ~~and~~ **children of military families, migrant students, and students participating in a newcomer program for newly arrived immigrants**; assignment of students to courses without educational content; and physical education instructional minutes. **See the section "Complaints Subject to UCP", 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."

UNIFORM COMPLAINT PROCEDURES (continued)

The district designates the individual(s), **position(s), or unit(s)** identified below as **the employee(s)** responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), **position(s), or unit(s)** also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment ~~as the~~ responsible ~~employee(s) to handle for handling~~ complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The ~~individual(s)~~ **compliance officer(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)
River Delta USD District Office
 (unit or office)
445 Montezuma Street, Rio Vista, CA 94571
 (address)
(707) 374-1700
 (telephone number)
Superintendent@rdusd.org
 (email)

In no instance shall a compliance officer be assigned to a complaint in which **he/she the compliance officer** has a bias or conflict of interest that would prohibit ~~him/her from fairly investigating or resolving~~ **the fair investigation or resolution of** 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

UNIFORM COMPLAINT PROCEDURES (continued)

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 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: ~~§ CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. Education Code 51225.1-51225.2, as amended by AB 365 (Ch. 739, Statutes of 2017), require that the notice include information about specified educational rights of 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 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.~~

In addition, the ~~The~~ Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district

UNIFORM COMPLAINT PROCEDURES (continued)

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, former juvenile court school students, and children of military families. (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: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. 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 **the components specified below.**

A sample of the annual notice is available through the CDE web site. **It is the district's responsibility to update the notice as necessary to reflect new law.**

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.~~

UNIFORM COMPLAINT PROCEDURES (continued)

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.

e. 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.

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 UCP 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 365 (Ch. 739, Statutes of 2017), the UCP notice must include information regarding certain educational

UNIFORM COMPLAINT PROCEDURES (continued)

rights of foster youth, homeless students, 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.

i. A foster youth, homeless student, 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 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 CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

UNIFORM COMPLAINT PROCEDURES (continued)

~~k. The appeal to 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 ensure that the public is made aware of the district's obligation to provide copies of the UCP free of charge pursuant to 5 CCR 4622.

~~l. Copies of the district's UCP are available free of charge.~~

The notice shall include:

- 1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy**
- 2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint**

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3260 - Fees and Charges)

- 3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities**
- 4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred**
- 5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process**

(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)

(cf. 6175 - Migrant Education Program)

UNIFORM COMPLAINT PROCEDURES (continued)

- 6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints**
- 7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant**
- 8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision**
- 9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable**
- 10. A statement that copies of the district's UCP are available free of charge**

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, 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

UNIFORM COMPLAINT PROCEDURES (continued)

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.

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 a 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)

UNIFORM COMPLAINT PROCEDURES (continued)

~~All complainants shall be protected from retaliation.~~

Filing of Complaints

Note: Complaints filed under 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~~ **the site administrator** 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.

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 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)

UNIFORM COMPLAINT PROCEDURES (continued)

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 they have** 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 unlawful discrimination**. The complaint shall be initiated no later than six months from the date **when that** the alleged unlawful discrimination occurred, or six months from the date **when that** 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.

Note: OCR's Revised Sexual Harassment Guidance indicates that if a complainant in a sexual harassment case requests that **his/her the complainant's** 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 publication 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 the complainant or victim** 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.**

UNIFORM COMPLAINT PROCEDURES (continued)

Within three business days after ~~the compliance officer receives~~ **receiving** the complaint, ~~he/she~~ **the compliance officer** 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~~ **an** investigation of the complaint.

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 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~~ **the complainant's** 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~~ **the** 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.

UNIFORM COMPLAINT PROCEDURES (continued)

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~~ **The compliance officer** 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.

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.~~

UNIFORM COMPLAINT PROCEDURES (continued)

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 Timeline for Final Decision

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.

Pursuant to 5 CCR 4631, only a complainant has the right to receive a written report and to file his/her a 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. Furthermore, OCR recommends notifying the respondent in such a complaint whenever the complainant approves an extension of the timeline. Options 1 and 2 reflect these recommendations and may be modified to reflect district practice.

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.

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 described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.

UNIFORM COMPLAINT PROCEDURES (continued)

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.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

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)

~~In resolving~~ **For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, also shall be sent the district's final written 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 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~~

UNIFORM COMPLAINT PROCEDURES (continued)

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 **district's final written** 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
 - 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

UNIFORM COMPLAINT PROCEDURES (continued)

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. 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
 - 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 CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

UNIFORM COMPLAINT PROCEDURES (continued)

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

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 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 is enrolled in 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 pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

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.

UNIFORM COMPLAINT PROCEDURES (continued)

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 The complainant** 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 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

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

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.

(cf. 5137 - Positive School Climate)

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

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus

UNIFORM COMPLAINT PROCEDURES (continued)

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

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

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.

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

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 is provided to the complainant or other affected person. However, in certain instances, the law may require 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 below.**

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, 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)

Appeals to the California Department of Education

Note: 5 CCR 4632-4633 provide that **any complainants** may appeal **to CDE if they disagree with** the district's decision **on any matter within the scope of the UCP 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.**

UNIFORM COMPLAINT PROCEDURES (continued)

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, 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 #6-9 of the accompanying Board policy.

Any complainant who is dissatisfied with the district's final written decision ~~of~~ **on** a complaint regarding any specified federal or state educational program subject to ~~the~~ UCP may file an appeal in writing with 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)

The complainant ~~or respondent~~ shall specify the basis for the appeal of the decision and 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 a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

Note: 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~~ **the respondent**, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the ~~complainant or respondent has appealed the~~ district's decision **has been appealed**, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

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

UNIFORM COMPLAINT PROCEDURES (continued)

6. A copy of the district's **uniform complaint procedures UCP**
7. Other relevant information requested by 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

Community Relations

AR 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 35186 **mandates** that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. ~~These procedures are no longer required for complaints of deficiencies related to the provision of intensive instruction and services to students who have not passed one or both parts of the high school exit examination after the completion of grade 12 since that categorical program was eliminated pursuant to AB 97 (Ch. 47, Statutes of 2013).~~ **When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687. In addition, pursuant to Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), California State Preschool Programs (CSPP) (Education Code 8235-8239.1) that are exempt from licensing pursuant to Health and Safety Code 1596.792 must utilize district complaint procedures, with modifications as necessary, to resolve allegations of noncompliance with applicable health and safety requirements. The Legislative Counsel's Digest of AB 1808 clarifies that the Williams uniform complaint procedures are the applicable procedures.**

~~Education Code 35186 requires that districts post notices concerning these complaint procedures in each classroom. 5 CCR 4680-4687 further delineate legal requirements for the complaint form and notice. See the accompanying exhibits for a sample notices and complaint forms.~~

It is recommended that districts use these procedures only for complaints ~~regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions~~ **specified in law and this administrative regulation.** See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the ~~The uniform complaint procedures specified in~~ **established pursuant to 5 CCR 4600-4670.** should be used, as required, for a complaint alleging (1) failure to comply with state and federal laws governing educational programs; (2) unlawful discrimination, harassment, intimidation, or bullying; (3) violation of the prohibition against requiring students to pay fees, deposits, or other charges unless authorized by law; (4) noncompliance with legal requirements pertaining to the local control and accountability plan; (5) retaliation against a complainant or other participant in the complaint process or anyone who has otherwise acted to uncover or report alleged wrongdoing in the district; or (6) any other complaint as specified in a district policy; ~~see BP/AR 1312.3 - Uniform Complaint Procedures.~~ For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following: ~~(Education Code 35186; 5 CCR 4680-4683)~~

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: **(Education Code 35186; 5 CCR 4681)**

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

- a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: **(Education Code 35186; 5 CCR 4682)**
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

(cf. 4112.22 - Staff Teaching English Learners)

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: **Education Code 35186; 5 CCR 4683**

- a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

Note: The following optional paragraph is for use by districts that maintain any of grades 6-12. Education Code 35292.6 requires a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, to stock at least 50 percent of the school's

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

restrooms with feminine hygiene products for use in connection with the menstrual cycle, and to not charge students for such products. See AR 3517 - Facilities Inspection. Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements.

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

(cf. 3514 - Environmental Safety)

(cf. 3517 - Facilities Inspection)

Note: Item #4 is for use by districts that operate one or more CSPP programs which are exempt from licensure by Health and Safety Code 1596.792 and are subject to the health and safety requirements of Health and Safety Code 1596.7925, as added by AB 1808. Pursuant to Health and Safety Code 1596.7925, the California Department of Education (CDE) must adopt regulations by July 1, 2019, that contain the program requirements specified below.

- 4. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)**
 - a. The preschool does not have outdoor shade that is safe and in good repair.**
 - b. Drinking water is not accessible and/or readily available throughout the day.**
 - c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.**
 - d. Restroom facilities are not available only for preschoolers and kindergartners.**
 - e. The preschool program does not provide visual supervision of children at all times.**

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

- f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.**
- g. Playground equipment is not safe, in good repair, or age appropriate.**

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

Note: Education Code **8235.5 and** 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code **8235.5 and** 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample forms and classroom notices.

The Superintendent or designee shall ensure that the district's complaint form **specifies the location for filing a complaint and** contains a space to indicate whether the complainant desires a response to ~~his/her~~ **the** complaint and ~~specifies the location for filing a complaint.~~ A complainant may add as much text to explain the complaint as **desired** ~~he/she wishes.~~ (Education Code **8235.5, 35186; 5 CCR 4680**)

Note: The following paragraph may be revised to reflect the grade levels offered by the district.

The Superintendent or designee shall ~~ensure that a notice is posted~~ **post** in each **K-12** classroom in each school **a notice** containing the components specified in Education Code 35186. **In each license-exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted.** (Education Code **8235.5, 35186**)

Filing of Complaint

Note: Education Code **8235.5 and** 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, ~~California Department of Education (CDE)~~ staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the Governing Board and to appeal facilities complaints to ~~the~~ CDE, as detailed in the following section and the section "Investigation and Response" below.

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee, **or the preschool administrator or designee as appropriate,** at the school in which the complaint arises. ~~The principal or designee shall forward a~~ **A** complaint about problems beyond ~~his/her~~ **the** authority **of the principal or**

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

preschool administrator shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. **Complaints may be filed anonymously.** (Education Code **8235.5**, 35186; 5 CCR 4680)

Investigation and Response

The principal/**preschool administrator** or a designee **of the Superintendent** shall make all reasonable efforts to investigate any problem within **his/her their** authority. (Education Code **8235.5**, 35186; 5 CCR 4685)

Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)

~~He/she~~ **The principal/preschool administrator or Superintendent's designee** shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code **8235.5**, 35186; 5 CCR 4685)

~~Complaints may be filed anonymously.~~ If the complainant has indicated on the complaint form ~~that he/she would like~~ **a desire to receive** a response to the complaint, the principal/**preschool administrator** or **Superintendent's** designee shall report the resolution of the complaint to ~~him/her the complainant~~ **at the mailing address indicated on the complaint form** within 45 working days of the initial filing of the complaint. ~~At the same time, the principal or designee shall report the~~ **If the principal/preschool administrator makes this report, the same information shall be reported at the same time** to the Superintendent or designee. (Education Code **8235.5**, 35186; 5 CCR 4680, 4685)

Note: Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code **8235.5 and** 35186 requires that, when Education Code 48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code **8235.5**, 35186)

If a complainant is not satisfied with the resolution of a complaint, ~~he/she the complainant~~ has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code **8235.5**, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a **or #4** in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

principal/**preschool administrator** or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code **8235.5**, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code **8235.5**, 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

Note: During the FPM process, CDE staff will expect to see the following statement.

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code **8235.5**, 35186; 5 CCR 4686)

Forms and Notices

~~The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)~~

~~Note: Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample form and classroom notice.~~

~~The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)~~

~~The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)~~

Legal Reference: (see next page)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

234.1 *Prohibition of discrimination, harassment, intimidation, and bullying*

1240 *County superintendent of schools, duties*

8235-8239.1 *California State Preschool Programs, especially:*

8235.5 *California State Preschool Program, complaints regarding health and safety issues*

17592.72 *Urgent or emergency repairs, School Facility Emergency Repair Account*

33126 *School accountability report card*

35186 *Williams uniform complaint procedures*

35292.5-**35292.6** *Restrooms, maintenance and cleanliness*

48985 *Notice to parents in language other than English*

60119 *Hearing on sufficiency of instructional materials*

HEALTH AND SAFETY CODE

1596.792 *California Child Day Care Act; general provisions and definitions*

1596.7925 *California Child Day Care Act; health and safety regulations*

CODE OF REGULATIONS, TITLE 5

4600-4670 *Uniform complaint procedures*

4680-4687 *Williams uniform complaint procedures*

UNITED STATES CODE, TITLE 20

6314 *Title I schoolwide program*

Management Resources:

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

CSBA Sample Exhibit

Community Relations

E(1) 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 35186 requires that the following notice be posted in each **K-12** classroom in each school in the district. During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that a notice is placed in each classroom in each school and that the notice contains all the information described below.

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: **K-12 COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Note: Education Code 35186 requires that the notice inform parents/guardians of the location to obtain a complaint form and provides that posting a notice downloadable from the CDE's web site will satisfy this requirement. The law does not require that complaint form be placed in any specific location. The following paragraph lists locations where complaint forms may be available and should be modified to reflect district practice, including adding the school and district web site addresses.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

4. — **If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law.** A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

CSBA Sample Exhibit

Community Relations

E(2) 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

~~COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES~~

Note: Education Code 35186 creates a **the Williams uniform complaint** procedures for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below. ~~This form is no longer applicable to complaints regarding deficiencies in intensive instruction and services to students who have not passed all parts of the high school exit examination by the end of grade 12 since that categorical program was eliminated by AB 97 (Ch. 47, Statutes of 2013).~~

K-12 COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? Yes No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, **35292.6**; 5 CCR 4683)

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

Note: The following optional item is for districts that choose to use the William uniform complaint procedures to address complaints alleging noncompliance with requirements to stock restrooms at certain schools with feminine hygiene products pursuant to Education Code 35292.6; see the accompanying administrative regulation.

- For a school that serves students in any of grades 6-12 with 40 percent of more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.**

- The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Note: Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specify the location for filing the complaint. Districts should specify the name and/or location in the spaces below.

Please file this complaint at the following location:

(principal or **title of** designee **of the Superintendent**)

(address)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

(11/10 8/14) 3/19

CSBA Sample Exhibit

Community Relations

E(3) 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), requires that the following notice be posted in each classroom with a license-exempt California State Preschool Program (CSPP) (Education Code 8235-8239.1). The notice must include the health and safety requirements that apply to such CSPP programs pursuant to Health and Safety Code 1596.7925 and may be the subject of a complaint under the Williams uniform complaint procedures.

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

Note: Education Code 8235.5 requires that the notice include the location to obtain a complaint form and provides that posting a notice downloadable from the CDE's web site will satisfy this requirement. The law does not require that complaint forms be placed in any specific location. The following paragraph lists locations where complaint forms may be available and should be modified to reflect district practice, including adding the school and district web site addresses.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

CSBA Sample Exhibit

Community Relations

E(4) 1312.4(a)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Pursuant to Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), Williams uniform complaint procedures should be used for complaints alleging that a license-exempt California State Preschool Program (CSPP) does not comply with any of the health and safety requirements specified in Health and Safety Code 1596.7925.

PRESCHOOL COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 8235.5 requires that the complaint procedures in 5 CCR 4680-4687 be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? Yes No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

The preschool does not have outdoor shade that is safe and in good repair.

Drinking water is not accessible and/or readily available throughout the day.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

- The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- Restroom facilities are not available only for preschoolers and kindergartners.
- The preschool program does not provide visual supervision of children at all times.
- Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

Note: Education Code 8235.5, as added by AB 1808, requires complaints identified above to be filed with the preschool administrator or designee. Districts should specify the names and/or locations in the spaces below.

Please file this complaint at the following location:

(preschool administrator or designee)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature) _____ **(Date)**

CSBA Sample Administrative Regulation

Community Relations

AR 1340(a)

ACCESS TO DISTRICT RECORDS

Note: Article 1, Section 3 of the California Constitution grants any person the right to access information concerning meetings and writings of state and local government bodies, officials, and agencies as long as the constitutional rights of privacy and due process are protected. Courts broadly interpret rules or laws granting access and narrowly interpret those denying access; thus, the burden is on the district to demonstrate the need for restricting access to public records.

The following **optional** administrative regulation lists those records defined as public and, in contrast, those defined as confidential to which there is no public access. It is not intended to provide an all-inclusive list of records that may be defined as either public or confidential.

Definitions

Note: Pursuant to Government Code 6252, a "public record" includes any writing that relates to district business as defined below.

Emails and other electronic communications related in a substantive manner to district business are considered public records. Furthermore, in City of San Jose v. Superior Court, the California Supreme Court held that using a personal account or personal device to send or receive communications regarding public business does not categorically exclude those records from disclosure upon request under the California Public Records Act (CPRA) (Government Code 6250-6270). The court noted that public agencies are required to disclose all applicable records that can be located "with reasonable effort," including those records contained on a public employee's or official's personal device or account. Such searches need not be extraordinary or intrusive. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications. Also see the accompanying Board policy, AR 3580 - District Records, and BB 9012 - Board Member Electronic Communications.

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)

(cf. 9012 - Board Member Electronic Communications)

Writing means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of **his/her** **such** membership, agency, office, or employment. (Government Code 6252)

ACCESS TO DISTRICT RECORDS (continued)

Public Records

Note: While not specifically enumerated in Government Code 6252, items #1-~~15~~ **14** below are items which fall within the definition of "public records."

Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

2. Statistical compilations

3. Reports and memoranda

4. Notices and bulletins

5. Minutes of public meetings (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

6. Meeting agendas (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

7. Official communications between the district and other government agencies

Note: District and school plans (e.g., local control and accountability plan, school plan for student achievement, comprehensive safety plan) must generally be accessible to the public. However, pursuant to Education Code 32281, the Governing Board may choose to prohibit disclosure of those portions of the comprehensive safety plan that include tactical responses to criminal incidents. See BP 0450 - Comprehensive Safety Plan.

8. **School-based program plans (Education Code 52850) District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law**

(cf. 0400 - Comprehensive Plans)

(cf. 0420 - School Plans/Site Councils)

9. **Information and data relevant to the evaluation and modification of district plans**

ACCESS TO DISTRICT RECORDS (continued)*(cf. 0440 - District Technology Plan)**(cf. 0450 - Comprehensive Safety Plan)**(cf. 0460 - Local Control and Accountability Plan)**(cf. 3516 - Emergencies and Disaster Preparedness Plan)**(cf. 3543 - Transportation Safety and Emergencies)**(cf. 7110 - Facilities Master Plan)*

- 10. 9.** Initial proposals of exclusive employee representatives and of the district (Government Code 3547)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

Note: Although Government Code 6254 exempts from disclosure those records pertaining to pending litigation, the Attorney General opined in 71 Ops.Cal.Atty.Gen. 235 (1988) that records predating the filing of the lawsuit are subject to disclosure. In Fairley v. Superior Court, a California Court of Appeal concurred and held that documents were exempted only if they were prepared for use in litigation. (See item #2 in the section "Confidential Records" below.) The following item reflects the opinion of the court and the Attorney General. The **Governing** Board should consult legal counsel if it believes that any document related to litigation should not be disclosed.

- 11. 10.** Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 6254, 6254.25)

(cf. 3320 - Claims and Actions Against the District)

- 12. 11.** Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

(cf. 9270 - Conflict of Interest)

Note: Generally, the names and salaries of public employees are subject to disclosure under the **Public Records Act CPRA**. In Sacramento County Employees Retirement System v. Superior Court, a California Court of Appeal held that the names and corresponding pension benefits of members of a county retirement system are subject to disclosure and are not considered "individual records of members" protected by Government Code 31532. However, in International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, the California Supreme Court recognized that, in some instances, the salaries of certain employees might be exempt from disclosure, depending on the facts and circumstances. **The Board should consult legal counsel if it believes that any document related to the names and salaries of public employees should not be disclosed.** Additionally, in Sacramento County Employees Retirement System v. Superior Court, a California Court of Appeal held that the names and corresponding pension benefits of members of a county retirement system are subject to disclosure and are not considered "individual records of members" protected by Government Code 31532.

- 13. 12.** Documents containing names, salaries, and pension benefits of district employees

- 14. 13.** Employment contracts and settlement agreements (Government Code 53262)

ACCESS TO DISTRICT RECORDS (continued)

(cf. 2121 - Superintendent's Contract)
(cf. 4117.5/4217.5/4317.5 - Termination Agreements)
(cf. 4141/4241 - Collective Bargaining Agreement)

15. 14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)

Note: Government Code 6254.29 specifies that the CPRA does not require a district to disclose an employee's social security number and states the Legislature's intent that districts redact social security numbers from any records being disclosed to the public. In addition, Government Code 6254.3, **as amended by AB 2843 (Ch. 830, Statutes of 2016)**, prohibits disclosure of an employee's personal cell phone number and birth date.

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)

Confidential Public Records

Note: Pursuant to Government Code 8310.3, districts are prohibited from collecting or disclosing to federal government authorities any personal information regarding an individual's religious beliefs, practices, or affiliation for the purpose of compiling a list, registry, or database of individuals based on religious affiliation, national origin, or ethnicity.

In addition, Education Code 234.7 prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members. 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 (ICE), 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. An ICE "administrative warrant" is not a court order that would allow a district to disclose student records without parent/guardian consent. See BP/AR 5125 - Student Records, BP/AR 5145.13 - Response to Immigration Enforcement, and 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.

ACCESS TO DISTRICT RECORDS (continued)

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)

(cf. 5145.13 - Response to Immigration Enforcement)

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, **and** interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 6254, 6254.25)
3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees may only be disclosed as follows: (Government Code 6254.3)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

ACCESS TO DISTRICT RECORDS (continued)

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

(cf. 4140/4240/4340 - Bargaining Units)

- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

(cf. 4154/4254/4354 - Health and Welfare Benefits)

4. Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

5. Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

(cf. 6162.51 - State Academic Achievement Tests)

6. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)
7. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in **an** unfair competitive disadvantage to the person supplying the information (Government Code 6254)
8. Library circulation and patron use records of a borrower or patron including, but not limited to, **his/her** name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to **a persons** acting within the scope of **his/her** **their** duties in the administration of the library, to **a-persons** authorized in writing by the individual to whom the records pertain, or by court order (Government Code 6254, 6267)

(cf. 6163.1 - Library Media Centers)

ACCESS TO DISTRICT RECORDS (continued)

Note: The following exemption protects attorney-client privileged communications and attorney work product, as well as other work product prepared for use in pending litigation or claims. Pursuant to the Rules of Professional Conduct of the State Bar of California, when an attorney has been hired to represent the district as a whole, this privilege may only be waived by the Board.

In Los Angeles County Board of Supervisors v. Superior Court, the California Supreme Court held that invoices for the services of district counsel, or portions of those invoices, may be privileged and therefore exempt from disclosure. The Board should consult with legal counsel to determine what records to disclose in response to a CPRA request for such invoices.

9. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

(cf. 9124 - Attorney)

10. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)

~~*(cf. 0450 - Comprehensive Safety Plan)*~~

11. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)

(cf. 9223 - Filling Vacancies)

12. Minutes of Board meetings held in closed session (Government Code 54957.2)

(cf. 9321 - Closed Session Purposes and Agendas)

13. Computer software developed by the district (Government Code 6254.9)

14. Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)

15. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

(cf. 5141.6 - School Health Services)

ACCESS TO DISTRICT RECORDS (continued)

16. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

Note: Item #17 below reflects an exemption often referred to as the "catch-all" or "public interest" exemption pursuant to Government Code 6255. This exemption allows a district to withhold a record based on analysis of the specific facts of the situation and in light of the competing public interests. This exemption also includes the "deliberative process privilege" which is designed to protect a district's decision-making process in order to encourage candid discussions within the district. Legal counsel should be consulted to determine whether a request for a record falls under this exemption.

17. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

Inspection of Records and Requests for Copies

Note: Court decisions have held that a public record request may be made orally, by phone, or in writing, including by email, fax, or hand delivery. The district may ask, but not require, that the person put an oral request in writing.

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of **his/her the** determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with

ACCESS TO DISTRICT RECORDS (continued)

another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Note: Government Code 6253 states that copies of records must be provided "promptly." The term "promptly" is not defined in law, but Government Code 6253 also states that a district may not delay or obstruct the copying of records. Thus, if the records are held in a manner that allows for prompt disclosure, the records generally should not be withheld because of the 10-day response period or the 14-day extension detailed above.

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

Note: The following **optional** paragraph is for use by districts that charge for copies. See the accompanying Board policy.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Note: Pursuant to Government Code 6253, as amended by AB 2853 (Ch. 275, Statutes of 2016), in addition to having public records available for inspection during office hours, the district may, in response to a public records request, post public records on its web site and refer the requesting member of the public to the location on the web site where the public record is posted, as provided below.

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

ACCESS TO DISTRICT RECORDS (continued)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

Assistance in Identifying Requested Records

Note: Government Code 6253.1 requires the district to assist a person requesting to inspect or obtain a copy of a public record as specified below. This assistance is not required if the district grants the request and the records are made available or if the request is denied on the grounds that the records are confidential.

If the Superintendent or designee denies a request for disclosable records, **he/she shall assist** the requester **shall be assisted** in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

ACCESS TO DISTRICT RECORDS (continued)

Provisions of the Public Records Act shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3100(a)

BUDGET

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with **and reflects** the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3300 - Expenditures and Purchases)

(cf. 3460 - Financial Reports and Accountability)

(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

Note: Education Code 42103 and 42127 require the district to hold a public hearing prior to adoption of the budget. ~~See the accompanying administrative regulation for requirements pertaining to the public hearing.~~ A public hearing on the district's local control and accountability plan (LCAP) must occur at the same meeting **as the public hearing on the proposed budget.** ~~See the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan for requirements pertaining to the public hearing.~~

Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), districts are required, by July 1, 2019, to develop a local control funding formula (LCFF) budget overview for parents/guardians with specified information, based on a template created by the Superintendent of Public Instruction (SPI). The budget overview must be developed in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The adoption, review, approval, and posting of the budget overview are subject to the same requirements as for the LCAP, including the requirement for a public hearing.

BUDGET (continued)

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. **The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)**

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

The Board shall adopt the district budget **at a public meeting held after the date of the public hearing but** on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, **and the LCFF budget overview for parents/guardians.** The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, **52062**)

~~At a public meeting scheduled on a date after the public hearing on the budget, the Board shall, following its adoption of the LCAP or an annual update to the LCAP, adopt the budget. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)~~

Note: Pursuant to Education Code 42126, the district budget must be in a format prescribed by the ~~Superintendent of Public Instruction (SPI)~~. The SPI has established a requirement that districts use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB). The California Department of Education's (CDE) California School Accounting Manual provides guidance regarding coding of revenues and expenditures.

~~At its discretion, the district may use a different format for communicating the budget to the Board, staff, and public but, according to the CDE, the budget that the Board formally adopts must be in the SACS format.~~

The budget that is **presented at the public hearing as well as the budget** formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction **(SPI)**. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

Note: Education Code 42127 requires the district to file the adopted budget with the County Superintendent of Schools as described below. If the district fails to submit a budget by July 1, the County Superintendent will, at district expense, develop a budget by September 15 and transmit that budget to the Board.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file **the adopted district budget** with the County Superintendent of Schools ~~the adopted district budget and supporting data~~. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

BUDGET (continued)

(cf. 1340 - Access to District Records)

Note: Pursuant to Education Code 42127, on or before September 15, the County Superintendent must approve, conditionally approve, or disapprove the district's adopted budget. Education Code 42127 requires that this determination be based on a consideration of whether the district's adopted budget complies with state standards and criteria, will allow the district to meet its current and **future multiyear** financial obligations, **includes the expenditures necessary to implement the LCAP or annual update to the LCAP**, satisfies all conditions established by the County Superintendent in the case of a conditionally approved budget, **will enable the district to satisfy its multiyear financial commitments, includes the expenditures necessary to implement the LCAP or the annual update to the LCAP**, and, when applicable, **and** complies with the requirements pertaining to ending fund balances that exceed the state minimum recommended reserve.

Education Code 42127 also requires the County Superintendent to consider other studies, reports, evaluations, or audits that may indicate that the district is in fiscal distress; see the Fiscal Crisis and Management Assistance Team's Fiscal Oversight Guide and BP 3460 - Financial Reports and Accountability.

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to **his/her the County Superintendent's** recommendations at a **regular** public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Advisory Committee

Note: The following **optional** section is for use by districts that choose to establish a budget advisory committee to provide input during the budget development process. The committee may be appointed by the Superintendent or designee (Option 1), by the Board (Option 2), or may be a Board subcommittee composed exclusively of Board members (Option 3). Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees. Districts should delete or modify the following options as appropriate. See the accompanying administrative regulation for optional language regarding the committee's composition and duties.

This committee is different from the budget review committee that is required **in the event that pursuant to Education Code 42127 and 42127.1 if** the County Superintendent disapproves the district's budget; see the accompanying administrative regulation.



BUDGET (continued)**Budget Criteria and Standards**

The ~~Superintendent or designee shall develop a~~ district budget **shall be developed** in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, ~~local control funding formula~~ **LCFF** revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, ~~unrestricted general~~ fund balance, and reserves. In addition, ~~he/she~~ **the Superintendent or designee** shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, ~~33128.3~~, 33129, 42127.01; 5 CCR 15440-15451)

Note: The following paragraph is for use by districts that receive supplemental and concentration funding within the ~~local control funding formula (LCFF)~~ based on the number and concentration of "unduplicated students" (i.e., students who are eligible for free or reduced-price meals, English learners, and foster youth) pursuant to Education Code 42238.02 and 42238.03. 5 CCR 15496 addresses the method of determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year. Pursuant to 5 CCR 15496, the district's LCAP must include evidence demonstrating how LCFF funding apportioned on the basis of unduplicated students is used to support such students; see AR 0460 - Local Control and Accountability Plan.

The district budget shall provide for ~~increasing~~ **ing**ed or ~~improving~~ **ing**ed services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)

BUDGET (continued)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 3110 - Transfer of Funds)

Fund Balance

Note: The following section should be revised to reflect district practice. **Governmental Accounting Standards Board (GASB)** Statement 54 addresses the way fund balances (i.e., the gross differences between assets and liabilities reflected on the balance sheet) in governmental funds are reported in external financial reports. Fund balances must be classified as nonspendable, restricted, committed, assigned, and unassigned in accordance with GASB 54 definitions; also see AR 3460 - Financial Reports and Accountability. Pursuant to GASB 54, the Board has sole authority to specify purposes of funds classified as "committed" and also must express, or delegate the authority to express, intended purposes of resources that result in the "assigned" fund balance. The Board may modify the following section to reflect its fund balance policy or may adopt a formal resolution containing the required components.

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.

Note: For purposes of the committed fund balance, GASB 54 requires that the Board commit funds no later than the end of the reporting period. In New Requirements for Reporting Fund Balance in Governmental Funds, the CDE clarifies that for districts the end of the reporting period is June 30.

3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

BUDGET (continued)

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent **may shall have discretion to** further delegate the authority to assign funds **at his/her discretion**.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

Note: Although not required by GASB 54, the Government Finance Officers Association (GFOA) recommends that public agencies adopt a minimum fund balance policy that establishes an appropriate level of unrestricted fund balance that will be maintained in the general fund. The GFOA's **Best Practice: ~~Appropriate Level of Unrestricted Fund Balance in the General Fund~~ Fund Balance Guidelines for the General Fund** describes a variety of factors that should be considered when developing a minimum fund balance policy, such as the predictability of its revenue and volatility of its expenditures, perceived exposure to significant one-time outlays, potential drain upon the general fund from other funds as well as the availability of resources in other funds, **potential impact on bond ratings and the corresponding increased cost of borrowed funds**, ~~liquidity of resources~~, and portion of unrestricted fund balance already committed or assigned for a specific purpose.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

Note: The GFOA recommends that the minimum fund policy address both the circumstances under which the unrestricted fund balance can be spent down and the procedure for replenishing deficiencies. The district may revise the following **optional** paragraph to specify the rate at which the district will attempt to recover the fund balance (e.g., the Board shall develop a plan to recover the fund balance at a rate of at least one percent each year).

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Reserve Balance

Note: 5 CCR 15450 establishes a minimum local reserve balance for economic uncertainties based on the district's average daily attendance (ADA). The minimum reserve balance is the greater of five percent or \$55,000 for districts with 0-300 ADA; the greater of four percent or \$55,000 for districts with 301-1,000 ADA; three percent for districts with 1,001-30,000 ADA; two percent for districts with 30,001-400,000 ADA; and one percent for districts with over 400,000 ADA. The following paragraph may be revised to reflect the minimum reserve applicable to the district's ADA.

BUDGET (continued)

Education Code 42127.01 establishes, under certain conditions, a maximum amount of local reserve balance for economic uncertainties. Pursuant to Education Code 42127.01, as amended by SB 751 (Ch. 674, Statutes of 2017), if the amount of monies in the state Public School System Stabilization Account is three percent or more of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district's combined assigned or unassigned ending general fund balance must not exceed 10 percent of those funds in the immediately following fiscal year. Basic aid districts, as defined in Education Code 42238.02, and districts with 2,500 or less ADA are exempted from this requirement and may delete the following paragraph. Other districts may also be exempted from this requirement by the County Superintendent for up to two consecutive fiscal years within a three year period upon providing documentation of extraordinary fiscal circumstances (e.g., multiyear infrastructure or technology projects) that substantiate the need for a reserve in excess of the limit specified in Education Code 42127.01.

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

Note: Education Code 42127.01 establishes, under certain conditions, a maximum amount of local reserve balance for economic uncertainties. Pursuant to Education Code 42127.01, as amended by SB 751 (Ch. 674, Statutes of 2017), if the amount of monies in the state Public School System Stabilization Account is three percent or more of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district's combined assigned or unassigned ending general fund balance must not exceed 10 percent of those funds in the immediately following fiscal year.

Basic aid districts, as described ~~find~~ in Education Code 42238.02, and districts with 2,500 or less ADA are exempted from this requirement and may delete the following paragraph. Other districts may also be exempted from this requirement by the County Superintendent for up to two consecutive fiscal years within a three-year period upon providing documentation of extraordinary fiscal circumstances (e.g., multiyear infrastructure or technology projects) that substantiate the need for a reserve in excess of the limit specified in Education Code 42127.01.

In any year **that following the fiscal year in which** the district is notified by the ~~Superintendent of Public Instruction SPI~~ that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, **unless the requirement is waived in accordance with Education Code 42127.01**. (Education Code ~~41202,~~ 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

BUDGET (continued)*(cf. 7210 - Facilities Financing)**(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

Note: The following paragraph is optional. Government Code 21710-21716, as added by SB 1413 (Ch. 665, Statutes of 2018), establish the California Employers' Pension Prefunding Trust Program and related Trust Fund, allowing districts that provide a defined benefit pension plan to their employees to prefund required pension contributions to the California Public Employees' Retirement System (CalPERS). Districts may elect to participate in the Prefunding Trust Program for the purpose of investing payments toward their required CalPERS pension contributions.

The Board may approve a plan for meeting the district's long-term obligations to fund contributions to the California Public Employees' Retirement System (CalPERS) which, to the extent possible, minimizes significant increases in annual general fund expenditures towards pension obligations. The plan may include prefunding required pension contributions through the California Employers' Pension Prefunding Trust Program pursuant to Government Code 21710-21716.

Note: The following two **optional** paragraphs are for use by districts that provide "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits to retired employees or Board members) and should be revised to reflect district practice; see BP/AR 4154/4254/4354 - Health and Welfare Benefits and BB 9250 - Remuneration, Reimbursement and Other Benefits. CSBA recommends that districts adopt a specific funding strategy for addressing their OPEB obligations. The district may pay the premiums as they fall due ("pay-as-you-go"), but in such a case the district would then accrue a deficit with respect to future retirees which can be expected to grow as a result of an increasing retiree population and increases in benefit costs. Therefore, it is recommended that the district prefund the debt to the extent possible using a method and level to be determined by the Board. For example, the district may contribute a set amount or percentage of the actuarially determined "annual required contributions" to an irrevocable trust or designated fund each year.

GASB Statement 75 requires districts that do not provide OPEB through a trust to report the total unfunded liability (i.e., OPEBs that are not prefunded) in the district's financial statements; see AR 3460 - Financial Reports and Accountability.

CSBA's OPEB Solutions Program provides access to **a trusted source of analysis** ~~qualified actuaries and consultants~~ and a GASB 75-compliant trust to prefund future obligations. See CSBA's web site for further information.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

~~When the~~ **The** Superintendent or designee **shall annually** presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, ~~the Board shall disclose, as~~ **As** a

BUDGET (continued)

separate agenda item at the same meeting, **the Board shall disclose** whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

Note: The following **optional** paragraph is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See AR 3460 - Financial Reports and Accountability for provisions related to reporting the estimated accrued but unfunded cost of workers' compensation claims based on an actuarial report.

~~When the~~ **The** Superintendent or designee **shall annually** presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, ~~the Board shall disclose, as~~ **and the actuarial reports upon which the estimated costs are based. As** a separate agenda item at the same meeting, **the Board shall disclose** whether ~~or not~~ it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

Note: The following section is **optional** and should be revised to reflect district practice.

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

BUDGET (continued)*Legal Reference:*EDUCATION CODE

1240 Duties of county superintendent of schools
 33127-33131 Standards and criteria for local budgets and expenditures
 41202 Determination of minimum level of education funding
 42103 Public hearing on proposed budget; requirements for content of proposed budget
 42122-42129 Budget requirements
 42130-42134 Financial certifications
 42140-~~42141~~ **42142** Disclosure of fiscal obligations
 42238-42251 Apportionments to districts, especially:
 42238.01-42238.07 Local control funding formula
 42602 Use of unbudgeted funds
 42610 Appropriation of excess funds and limitation thereon
 45253 Annual budget of personnel commission
 45254 First year budget of personnel commission
 52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

21710-21716 California Employer's Pension Prefunding Trust Program

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure
 15440-15451 Criteria and standards for school district budgets
 15494-~~15496~~ **15497** Local control funding formula, **supplemental and concentration grant expenditures**

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, **December 2015**
~~September 2006~~

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: ~~Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009~~ **Fund Balance Guidelines for the General Fund, September 2015**

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting ~~by Employers~~ for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, ~~March~~ **February** 2009

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Management Resources continued: (see next page)

BUDGET (continued)

Management Resources: (continued)

WEB SITES (continued)

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

CSBA Sample

Administrative Regulation

Business and Noninstructional Operations

AR 3100(a)

BUDGET

BUDGET (continued)

Public Hearing

Note: Pursuant to Education Code 52062, the public hearing on the budget must be at the same meeting as the public hearing on the local control and accountability plan (LCAP). ~~as described below; see~~ **In addition, pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), districts are required to develop a local control funding formula budget overview for parents/guardians through a process that meets the requirements of Education Code 52062, including the requirement for a public hearing. See** the accompanying Board policy and BP 0460 - Local Control and Accountability Plan.

The agenda for the public hearing on the district budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Note: ~~Pursuant to Education Code 42103, the County Superintendent of Schools must publish the location, dates, and times at which the district's proposed budget may be inspected, as well as the location, date, and time of the public hearing described above. This notice must be published in a newspaper of general circulation 10-45 days before the hearing.~~

The Superintendent or designee shall notify the County Superintendent of Schools of the location **and** dates, **and times** at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing, as required by Education Code 42103.

BUDGET (continued)

Note: Pursuant to Education Code 42127, as amended by AB 2585 (Ch. 309, Statutes of 2014), if the proposed budget for 2015-16 or a subsequent year includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the State Board of Education and contained in 5 CCR 15450, the public hearing must provide the information specified below for public review and discussion.

Whenever the proposed district budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties adopted by the State Board of Education, the district shall provide, for each fiscal year included in the budget, the following information for public review and discussion at the public hearing: (Education Code 42127; 5 CCR 15450)

1. The minimum recommended reserve for economic uncertainties
2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve
3. A statement of reasons substantiating the need for the combined assigned and unassigned ending balances that are in excess of the minimum recommended reserve

During the hearing, any district resident may **speak to appear and object to** the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

(cf. 9323 - Meeting Conduct)

Budget Review Committee for Disapproved Budgets

Note: Pursuant to Education Code 42127, **as amended by SB 78 (Ch. 19, Statutes of 2015)**, if the County Superintendent conditionally approves or disapproves the district's initial budget, the district must respond to the County Superintendent's recommendations by October 8; see the accompanying Board policy. If the County Superintendent then disapproves that revised budget, Education Code 42127 and 42127.1 require **him/her the County Superintendent** to call for the formation of a budget review committee unless the **Governing** Board and the County Superintendent agree to waive the committee requirement and the California Department of Education agrees to the waiver. See BP 1431 - Waivers. The formation, convening procedures, and timelines of the budget review committee are set forth in Education Code 42127.1-42127.3.

Education Code 42127 provides that the County Superintendent cannot call for the formation of a budget review committee if **his/her the** sole reason for disapproving the district's budget is **disapproval of that he/she has not approved** the district's LCAP or the annual update to the LCAP.

If the district's budget is disapproved by the County Superintendent for any reason other than **his/her** disapproval of the district's **local control and accountability plan (LCAP)** or annual update to the LCAP, the budget shall be reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

BUDGET (continued)

Note: Pursuant to Education Code 42127.2, if the **Governing** Board fails to select the budget review committee from a list of candidates provided by the Superintendent of Public Instruction (SPI) within five working days of receiving the list, as provided in item #1 below, the SPI will select and convene the committee no later than 10 working days after the district's receipt of the candidate list.

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the Superintendent of Public Instruction (SPI), who shall be selected within five working days after receiving the list of candidates
2. A regional review committee **selected and** convened by the County Superintendent with the approval of the Board **and SPI**

Note: Pursuant to Education Code 42127.2, ~~as amended by SB 78 (Ch. 19, Statutes of 2015),~~ the budget review committee is required to submit, by November 30, its recommendation as to whether the district's budget should be approved or disapproved and, if the recommendation is for disapproval, its recommended revisions to the budget. The SPI may extend this deadline for up to 15 working days. ~~SB 78 also amended Education Code 42127.3 to extend until December 31 the date by which the County Superintendent, in consultation with the district and SPI, must adopt a fiscal plan and budget for the district.~~

If the budget review committee recommends disapproval of the district budget, the Board may submit a response to the SPI no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent **as he/she to** **develops** and **adopts**, by December 31, a fiscal plan and budget that will allow the district to meet its **current fiscal year and multiyear** financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

(12/14 10/15) 3/19

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3260(a)

FEES AND CHARGES

Note: Pursuant to Education Code 49011, a district is prohibited from requiring students to pay a fee, deposit, or other charge in order to participate in an educational activity as defined in Education Code 49010. A district is also required to provide the supplies, materials, and equipment needed by students to participate in educational activities. Education Code 49011 clarifies that an otherwise impermissible fee would not be made permissible by the provision of a waiver for some students. However, pursuant to 5 CCR 350, a district is permitted, in certain circumstances, to impose fees that are specifically authorized by law. See the accompanying administrative regulation for a list of permissible fees.

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the district's educational program are made available to ~~them~~ **students** at no cost.

No student shall be required to pay a fee, deposit, or other charge for ~~his/her~~ participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

(cf. 3100 - Budget)

(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socioeconomic conditions of ~~district~~ students' families and their ability to pay.

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

(cf. 0415 - Equity)

(cf. 3250 - Transportation Fees)

~~*(cf. 3515.4 - Recovery for Property Loss or Damage)*~~

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5143 - Insurance)

(cf. 9323.2 - Actions by the Board)

Note: The following **optional** paragraph may be revised to reflect district practice. The prohibition against student fees pursuant to Education Code 49011 does not restrict districts from soliciting for voluntary donations, participating in fundraising activities, or providing prizes or other recognition for participants in such fundraising activities. However, according to the California Department of Education's (CDE) Fiscal Management Advisory ~~1517-01, Pupil Fees, Deposits, and Other Charges: Parent Service Hours~~, the prohibition against student fees does bar a district from requiring volunteer hours ~~or payment in lieu of performing volunteer hours~~ as a condition of admission, enrollment, continued enrollment, sibling preference, attendance, participation in educational activities, or receipt of credit or privileges related to educational activities.

FEES AND CHARGES (continued)

The prohibition against student fees shall not ~~restrict~~ **prevent** the district from soliciting for donations, ~~participating in conducting~~ fundraising activities, or providing prizes or other recognition for participants in such activities and events. The Superintendent or designee shall emphasize that participation of students, parents/guardians, district employees, volunteers, or educational or civic organizations in such activities and events is voluntary. The district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student. ~~It~~ **The district** also shall not remove or threaten to remove from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

Note: The following paragraph is **optional** and may be revised to reflect district practice.

The Superintendent or designee may provide information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Complaints

Note: Pursuant to Education Code 49013, a district is mandated to adopt policy and procedures which allow complaints to be filed using the uniform complaint procedures when the district is alleged to have violated the prohibition against requiring unauthorized student fees. See BP/AR 1312.3 - Uniform Complaint Procedures for language implementing this mandate.

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Education Code 49013 requires districts found in violation of the prohibition against student fees to design a remedy which may include reasonable efforts to **fully** identify and **fully** reimburse all affected individuals as specified in 5 CCR 4600. See AR 1312.3 - Uniform Complaint Procedures for additional language reflecting these requirements.

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

FEES AND CHARGES (continued)

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification of uniform complaint procedures to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

Collection of Debt

Note: Education Code 49014 (the Public School Fair Debt Collection Act), as added by AB 1974 (Ch. 577, Statutes of 2018), establishes requirements for districts to follow when seeking to recover a debt owed by students and/or parents/guardians, including debts resulting from unpaid fees lawfully imposed by a district. See the accompanying administrative regulation for additional language reflecting these requirements.

The debt collection requirements of this Act do not apply to debt owed as a result of vandalism or loss of district property loaned to the student. For further information in regard to such debt, see AR 3515.4 - Recovery for Property Loss or Damage.

For information regarding meal payments, including the collection of delinquent meal charges, see BP/AR 3551 - Food Service Operations/Cafeteria Fund.

The Superintendent or designee shall, in accordance with law, recover any debt owed to the district as a result of unpaid permissible student fees approved by the Board. However, the district shall not bill a current or former student for accumulated debt, nor take negative action against a student or former student because of such debt, including, but not limited to, any of the following: (Education Code 49014)

- 1. Denying full credit for any class assignment**
- 2. Denying full and equal participation in any classroom activity**
- 3. Denying access to the library or other on-campus educational facilities**
- 4. Denying or withholding grades or transcripts**
- 5. Denying or withholding a diploma**
- 6. Limiting or barring participation in an extracurricular activity, club, or sport**
- 7. Limiting or excluding the student from participation in an educational activity, field trip, or school ceremony**

Legal Reference: (see next page)

FEES AND CHARGES (continued)

Legal Reference:

EDUCATION CODE

- 8239 *Preschool and wraparound child care services*
 - 8250 *Child care and development services for children with disabilities*
 - 8263 *Child care eligibility*
 - 8422 *21st Century High School After School Safety and Enrichment for Teens programs*
 - 8482.6 *After School Education and Safety programs*
 - 8760-8774 *Outdoor science, ~~and~~ conservation, **and forestry** programs*
 - 17453.1 *District sale or lease of Internet appliances or personal computers to ~~students or parents~~ **of students***
 - 17551 *Property fabricated by students*
 - 19910-19911 *Offenses against libraries*
 - 32033 *Eye protective devices*
 - 32221 *Insurance for athletic team member*
 - 32390 *Fingerprinting program*
 - 35330-35332 *Excursions and field trips*
 - 35335 *School camp programs*
 - 38080-38086.1 *Cafeteria establishment and use*
 - 38120 *Use of school band equipment on excursions to foreign countries*
 - 39801.5 *Transportation for adults*
 - 39807.5 *Payment of transportation costs*
 - 39837 *Transportation of students to places of summer employment*
 - 48050 *Residents of adjoining states*
 - 48052 *Tuition for foreign residents*
 - 48904 *Liability of parent or guardian*
 - 49010-49013 *Student fees*
 - 49014 *Public School Fair Debt Collection Act***
 - 49065 *Charge for copies*
 - 49066 *Grades, effect of physical education class apparel*
 - 49091.14 *Prospectus of school curriculum*
 - 49557.5 *Unpaid school meal fees***
 - 51810-51815 *Community service classes*
 - 52612 *Tuition for adult classes*
 - 52613 *Nonimmigrant foreign nationals*
 - 56504 *School records; students with disabilities*
 - 60410 *Students in classes for adults*
- GOVERNMENT CODE
- 6253 *Request for copy; fee*
- CALIFORNIA CONSTITUTION
- Article 9, Section 5 Common school system*
- CODE OF REGULATIONS, TITLE 5
- 350 *Fees not permitted*
 - 4600-4687 *Uniform complaint procedures*
- UNITED STATES CODE, TITLE 8
- 1184 ~~Foreign~~ **Nonimmigrant** students

Legal Reference continued: (see next page)

FEES AND CHARGES (continued)

Legal Reference: (continued)

COURT DECISIONS

Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251

Driving School Assn of CA v. San Mateo Union HSD (1993) (1992) 11 Cal. App. 4th 1513

Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251

Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739

Hartzell v. Connell (1984) 35 Cal. 3d 899

CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, - Damage to School Property, Deposits and Other Charges, Fiscal Management Advisory 16-01, September 16, 2016 17-01, July 28, 2017

Pupil Fees: Parent Service Hours, Fiscal Management Advisory 15-01, January 20, 2015

Pupil Fees, Deposits, and Other Charges: Cap and Gown for High School Graduation Ceremony, Addendum to Fiscal Management Advisory 12-02, October 4, 2013

Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

WEB SITES

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

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

(4/14 3/17) 3/19

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3260(a)

FEES AND CHARGES

Note: Pursuant to 5 CCR 350, districts may charge fees only when specifically authorized by law. The following list specifies fees currently authorized by law and should be revised to reflect the types of fees that have been approved by the Governing Board; see the accompanying Board policy. Other permissible fees may exist and be identified in the future. For further information about fees and charges, see the California Department of Education's (CDE) Fiscal Management Advisory ~~12-02~~, **17-01, Pupil Fees, Deposits and Other Charges.**

Pursuant to Education Code 49011, a district is prohibited from requiring a student to pay fees or charges in order to participate in an educational activity. A complaint alleging the unauthorized charging of student fees **may should** be filed in accordance with the uniform complaint procedures; see the accompanying Board policy and BP/AR 1312.3 - Uniform Complaint Procedures. Districts with questions as to whether a particular fee may be charged should consult with legal counsel.

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

(cf. 5143 - Insurance)

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

Note: In its Fiscal Management Advisory ~~12-02-17-01~~, **the** CDE interprets Education Code 35330 as permitting the district, at its discretion, to charge fees for any field trip, provided that no student is prevented from participating in a field trip due to a lack of funds. ~~AB 341 (Ch. 40, Statutes of 2017) amended Education Code 35330 to delete the prohibition against the use of district funds for the expenses of students participating in an out of state field trip, thereby giving districts discretion as to whether or not to charge students a fee to participate in such trips~~

3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

(cf. 6153 - School-Sponsored Trips)

4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

(cf. 5142.1 - Identification and Reporting of Missing Children)

FEES AND CHARGES (continued)

5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

(cf. 6142.5 - Environmental Education)

Note: Education Code 17551 permits the district to sell to a student any **nonperishable** property of the district which has been fabricated by the student, as provided in item #6 below. CDE Fiscal Management Advisory ~~12-02~~ **17-01** clarifies that this cost applies to materials ~~the students~~ will take home for ~~his/her~~ **their** own possession and use, such as wood shop, art, or sewing projects.

6. Reimbursement **to the district** for the direct cost of materials ~~provided by the district to a student for the fabrication of nonperishable personal property the student~~ **used by students to fabricate property they** will take home for ~~his/her~~ **their** own possession and use, such as wood shop, art, or sewing projects kept by ~~the students~~ (Education Code 17551)
7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, **the district provides a waiver based on financial need, and an** ~~exemptions are~~ **is** made for ~~indigent and disabled~~ **students any student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education** (Education Code 39807.5)

(cf. 3250 - Transportation Fees)

(cf. 6159 - Individualized Education Program)

(cf. 6178.2 - Regional Occupational Center/Program)

8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)
10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)

(cf. 0440 - District Technology Plan)

(cf. 6163.4 - Student Use of Technology)

FEES AND CHARGES (continued)

11. An adult education or secondary school community service class in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

(cf. 6142.4 - Service Learning/Community Service Classes)

12. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

(cf. 3514.1 - Hazardous Substances)

(cf. 5142 - Safety)

13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

(cf. 5125 - Student Records)

14. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

(cf. 1340 - Access to District Records)

(cf. 5020 - Parent Rights and Responsibilities)

15. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3551 - Food Service Operations/Cafeteria Funds)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3554 - Other Food Sales)

16. ~~As allowed in~~ **In accordance with** law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that ~~he/she~~ **the student** fails to return (Education Code 19910-19911, 48904)

(cf. 3515.4 - Recovery for Property Loss or Damage)

FEES AND CHARGES (continued)

17. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

(cf. 5111.1 - District Residency)

(cf. 5111.2 - Nonresident Foreign Students)

18. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

(cf. 6200 - Adult Education)

19. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is **exempted from fees by law for severely disabled children and the student is eligible to enroll in it** (Education Code 8239, 8250, 8263)

(cf. 5148 - Child Care and Development)

(cf. 5148.3 - Preschool/Early Childhood Education)

Note: Pursuant to Education Code 8422 and 8482.6, as amended by AB 2615 (Ch. 470, Statutes of 2016), districts are permitted to charge family fees for participation in After School Education and Safety (ASES) programs, 21st Century Community Learning Centers (21st CCLC), and 21st Century High School After School Safety and Enrichment for Teens programs, as long as fees are waived or reduced for families with students who are eligible for free or reduced-price meals. In regard to ASES and 21st CCLC, commencing July 1, 2017, no fees may be charged if the district knows the student is a homeless youth or in foster care.

20. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6)

(cf. 5148.2 - Before/After School Programs)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

Note: In Fiscal Management Advisory **12-02, the 17-01**, CDE lists Advanced Placement and International Baccalaureate examination fees as permissible. Some districts choose to reduce the cost of the fees for low-income students through the use of district funds or other funding sources; see BP 6141.4 - International Baccalaureate Program and BP 6141.5 - Advanced Placement.

FEES AND CHARGES (continued)

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

Note: In its **Addendum to Fiscal Management Advisory 12-02 issued in October 2013**, the CDE clarifies **17-01, CDE advises** that a district that requires its students to wear a cap and gown as a condition for their participation in the high school graduation ceremony may not require such students to purchase the cap and gown. CDE recommends that such districts provide the graduates with a cap and gown for their use at the graduation ceremony and inform them that those interested may purchase a cap and gown from a vendor.

Collection of Debt

Note: Education Code 49014 (the Public School Fair Debt Collection Act), as added by AB 1974 (Ch. 577, Statutes of 2018), establishes requirements for districts to follow when seeking to recover a debt owed by students and/or parents/guardians, including a requirement to provide the parent/guardian with an itemized invoice that references the district's policies relating to debt collection and the rights established pursuant to Education Code 49014 and 49557.5 (unpaid meal fees). It is recommended that districts include references to this administrative regulation and the accompanying Board policy, as well as BP/AR 3551 - Food Service Operations/Cafeteria Fund. For additional rights established by Education Code 49014, including prohibitions against directly billing a student or former student or imposing any negative action on a student, see the accompanying Board policy.

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

(4/14 3/17) 3/19

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3515.4(a)

RECOVERY FOR PROPERTY LOSS OR DAMAGE

Note: The following optional policy may be modified to reflect district practice.

Pursuant to Education Code 48904, parents/guardians are liable to the district for the costs of damages caused by the willful misconduct of their minor children (1) that results in damage to school property, an employee's personal property, or injury or death of a district student, employee, or volunteer, and (2) for any reward paid by the district for information leading to the identification and apprehension of persons who willfully damage or destroy property; see section below entitled "Rewards." These amounts are adjusted annually for inflation by the Superintendent of Public Instruction. For 2018-2019, the liability of a parent/guardian must not exceed \$19,600 \$20,300 for damages and \$19,600 \$20,300 for the reward. For situations not addressed by the Education Code, Civil Code 1714.1 provides for parent/guardian liability for the willful misconduct of their minor child which results in injury, death, or property damage. The limit under this statute is adjusted every two years for cost-of-living by the Judicial Council of California and, effective July 1, 2017, parent/guardian liability must not exceed \$42,100.

Pursuant to Penal Code 640.5 and 640.6, an individual who has been found to have defaced district property with graffiti may be fined or ordered by a court to perform community service. Depending on the amount of damage, Penal Code 594 also specifies that an individual, or the parent/guardian of a minor, who has been convicted of vandalism may be ordered to clean up and repair the property and to keep the property free from graffiti for one year.

The following optional policy may be modified to reflect district practice.

The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. To discourage such acts, When district property is damaged due to the willful misconduct of a student or other person, the district shall seek reimbursement of damages, within the limitations specified in law, from any individual, or from the parent/guardian of any a minor child or from any other responsible individual, who has committed theft or has willfully damaged district or employee property.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5131 - Conduct)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: Pursuant to Education Code 49014, as added by AB 1974 (Ch. 577, Statutes of 2018), the district may collect debt owed to the school by a student who willfully cuts, defaces, or otherwise injures district property or fails to return property that was loaned by the district, unless the student is a current or former homeless student or foster youth.

RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)

The district may collect debt owed by a student or former student as a result of vandalism or to cover the replacement cost of district books, supplies, or property loaned to a student that the student willfully fails to return or that is willfully cut, defaced, or otherwise injured. However, this policy shall not apply to a student who is a current or former homeless or foster child or youth. (Education Code 48904, 49014)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

Rewards

Note: ~~The following section is optional. Government Code 53069.5 authorizes the Governing Board to offer rewards for information leading to the identification and apprehension of persons who willfully damage or destroy property.~~

~~When district or law enforcement officials have not been able to identify the person(s) responsible for the theft or vandalism of district property, the Board may authorize a reward for the identification and apprehension of the responsible person(s).~~ **The Board may offer and pay a reward for information leading to the determination of the identity of, and the apprehension of, any person who willfully damages or destroys any district property. (Government Code 53069.5)**

Note: The **Governing** Board may set any amount for the reward it deems to be appropriate. ~~How~~ever, as detailed above, Education Code 48904 specifies a limit on the amount of parent/guardian liability for repayment of the reward.

Option 1 below allows the Superintendent or designee to offer a reward up to \$2,500 without Board approval. Option 2 provides that the Board will determine the amount of any reward offered. Both options may be revised, including the specified reward amount, to reflect district practice.

The Board authorizes the Superintendent or designee to offer a reward in any amount ~~he/she~~ **deems deemed** appropriate, not exceeding \$2,500. A reward in excess of \$2,500 shall be authorized in advance by the Board.

Note: The following paragraph applies to all districts.

The Superintendent or designee shall disburse the reward when the guilt of the person responsible for the act has been established by a criminal conviction or other appropriate judicial procedure. **If more than one person provides information, the reward shall be divided among them as appropriate.**

Legal Reference: (see next page)

RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)

Legal Reference:

EDUCATION CODE

19910 Libraries, malicious cutting, tearing, defacing, breaking or injuring

19911 Libraries, willful detention of property

44810 Willful interference with classroom conduct

48904 Liability of parent/guardian for willful misconduct

49014 Public School Fair Debt Collection Act

CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

GOVERNMENT CODE

53069.5 Reward for information concerning person causing death, injury, or property damage

53069.6 Actions to recover damages

54951 Local agency, definition

PENAL CODE

484 Theft defined

594 Vandalism

594.1 Aerosol paint and etching cream

640.5 Graffiti; facilities or vehicles of governmental entity

640.6 Graffiti

Management Resources:

WEB SITES

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

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

Judicial Council of California: <http://www.courts.ca.gov>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3515.4(a)

RECOVERY FOR PROPERTY LOSS OR DAMAGE

Note: The following administrative regulation is **optional** and should be modified to reflect district practice.

Reports by Staff

District employees shall report any damage to or loss of school property to the **principal Superintendent** or designee immediately after such damage or loss is discovered. ~~In those instances in which insurance reimbursement may be involved, the principal or designee shall contact the appropriate district official.~~

(cf. 3530 - Risk Management/Insurance)
(cf. 5131.5 - Vandalism and Graffiti)

Investigation

Note: Certain acts of graffiti or vandalism may trigger the need for an investigation pursuant to the district's sexual harassment or nondiscrimination grievance procedures (e.g., graffiti that is sexual in nature or disparaging to a class of individuals protected by the district's nondiscrimination policies). See BP 5131.5 - Vandalism and Graffiti.

The Superintendent or designee shall conduct a complete investigation of any instance of damage to or loss of school property and shall consult law enforcement officials when appropriate. ~~If it is determined that the damage has been committed by any district student, the Superintendent or designee shall initiate appropriate disciplinary procedures against the student.~~

(cf. 3515.3 - District Police/Security Department)
~~*(cf. 5131 - Conduct)*~~
~~*(cf. 5144 - Discipline)*~~
~~*(cf. 5144.1 - Suspension and Expulsion/Due Process)*~~
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~
~~*(cf. 5145.7 - Sexual Harassment)*~~
~~*(cf. 5145.9 - Hate Motivated Behavior)*~~

Recovery of Damages

When the individual causing the damage or loss has been identified and the costs of repair, replacement, or cleanup determined, the Superintendent or designee shall take all practical and reasonable steps to recover the district's costs and shall consult with the district's legal counsel and/or insurance **administrator-carrier**, as appropriate.

RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)

Such steps may include the filing of a civil complaint in a court of competent jurisdiction to recover damages from the responsible person and, if the responsible person is a minor, from ~~his/her~~ **the** parent/guardian in accordance with law. Damages may include the cost of repair or replacement of the property, the payment of any reward, interest, court costs, and all other damages as provided by law.

Note: If a student's parents/guardians are unable to pay the damages, Education Code 48904 requires the district to offer an option for the student to provide work in lieu of payment. Pursuant to Education Code 49014, as added by AB 1974 (Ch. 577, Statutes of 2018), a district may offer any student or former student alternative, nonmonetary means to settle debt owed as a result of damage or loss of district property, regardless of the parents/guardians' ability to pay. However, the district is prohibited from collecting debt from a current or former homeless student or foster youth, and therefore cannot offer or require such a student to work or provide an alternative form of compensation.

If the responsible person is a minor student of the district and the student's parents/guardians are unable to pay for the damages or to return the property, the district shall offer a program of voluntary work for the student in lieu of the payment of monetary damages. The district may offer any other student or former student, with parent/guardian permission, the option to provide service, work, or other alternative, nonmonetary forms of compensation to settle the debt owed as a result of property loss or damage. Service or work exchanged for repayment of a debt shall comply with all provisions of the Labor Code related to youth employment. (Education Code 48904, 49014)

The Superintendent or designee may withhold the student's grades, diploma, and/or transcripts until the student's parents/guardians have paid for the damages or the voluntary work has been completed. Prior to withholding a student's grades, diploma, or transcripts, due process shall be afforded the student in accordance with law. (Education Code 48904)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

~~If it is determined that the damage has been committed by any district student,~~ In addition, the Superintendent or designee shall initiate appropriate disciplinary procedures against the student.

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)

Payment of Reward

When authorized according to Board policy, the Superintendent or designee shall pay the a reward to the party who provides information sufficient to identify and apprehend the person(s) subsequently determined to be responsible for the damage or loss. If more than one person provides information, the reward shall be divided among them as appropriate.

(10/97 7/09) 3/19

CSBA Sample Board Policy

All Personnel

BP 4030(a)

NONDISCRIMINATION IN EMPLOYMENT

Note: The following Board policy and accompanying administrative regulation are **mandated** pursuant to Government Code 11138 and 2 CCR 11023, ~~as added by Register 2015, No. 50.~~ The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits ~~employers~~ **districts and district employees** from **harassing or** discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, **pregnancy**, physical or mental disability, medical condition, genetic information, **military and veteran status**, sex, sexual orientation, gender, gender identity, ~~or gender expression,~~ religious creed, physical or mental disability, medical condition, marital status, or genetic information. Pursuant to 2 CCR 11009, as amended by Register 2015, No. 50, these same protections apply to unpaid interns and volunteers. Consequently, the district is required to also notify unpaid interns and volunteers about these protections. For more information about volunteers, see BP/AR 1240 - Volunteer Assistance. **Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serves in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.**

The same or similar protections are available to employees and job applicants under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board is determined to provide ~~district employees, interns, volunteers, and job applicants~~ a safe, positive environment where **they all district employees** are assured of full and equal employment access and opportunities, protection from harassment ~~of~~ **and** intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. **For purposes of this policy, employees include** ~~This policy shall apply to all district employees and, to the extent required by law, to job applicants, interns, volunteers, and job applicants~~ **and persons who contracted with the district to provide services, as applicable.**

(cf. 1240 - Volunteer Assistance)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

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

Note: 2 CCR 11027.1, as added by Register 2018, No. 20, provides a definition of "national origin" for the purpose of implementing state nondiscrimination laws.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, ~~religious creed,~~ color,

NONDISCRIMINATION IN EMPLOYMENT (continued)

ancestry, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, sex, or sexual orientation or his/her association with a person or group with one or more of these actual or perceived characteristics.

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

Note: 2 CCR 11028, as amended by Register 2018, No. 20, prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that it is required to do so in order to comply with federal immigration law. Districts should consult legal counsel as necessary.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR 11028)

Note: The following paragraph items illustrates unlawful discriminatory practices as specified in Government Code 12940. Pursuant to Labor Code 1197.5, an employer is prohibited from paying an employee at wage rates less than the rates paid to employees of the opposite sex for work requiring equal skill, effort, and responsibility and performed under similar conditions, except when the payment is based on some other bona fide factor such as education, training, or experience. In addition, Labor Code 1197.5, as amended by SB 1063 (Ch. 866, Statutes of 2016), prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment

(cf. 4151/4251/4351 - Employee Compensation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training

(cf. 4151/4251/4351 - Employee Compensation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has

NONDISCRIMINATION IN EMPLOYMENT (continued)

the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment

Note: Item #4 below addresses the numerous-specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth, breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that district legal counsel be consulted when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
- a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

- b. Religious creed discrimination based on an employee's religious belief or observance, including his/her religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement;

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

- c. ~~Disability discrimination based on a district rR~~ Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

- d. ~~Disability discrimination based on the district's fF~~ Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee; **who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition**

(cf. 4032 - Reasonable Accommodation)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Note: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation for ~~his/her~~ a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, **as provided below**, and has modified the policy accordingly. In *Thompson v. North American Stainless LP*, the U.S. Supreme Court held that a third party may file an anti-retaliation suit.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; **2 CCR 11028**)

Note: Pursuant to Government Code 12964.5, as added by SB 1300 (Ch. 955, Statutes of 2018), the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Note: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940, **as amended by SB 1300**, provides that ~~an employer a district~~ may be responsible for ~~the sexual~~ harassment of employees by nonemployees where the ~~employer district~~ knows or should have known of the conduct and failed to take immediate and corrective action, **taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees.** Also sSee BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with the nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, **including harassment of an employee by a**

NONDISCRIMINATION IN EMPLOYMENT (continued)

nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

Note: Government Code 12940 **and 2 CCR 11023** requires districts to take all reasonable steps, including training, to prevent prohibited discrimination and harassment, **including, but not limited to, dissemination of the district's policy on the prevention of harassment, discrimination, and retaliation.** In addition, 2 CCR 11023, as added by Register 2015, No. 15, imposes an affirmative duty on the district to create a workplace environment that is free from all prohibited practices. **In addition, Government Code 12950 requires districts to post, in prominent and accessible locations on district premises, posters developed by the California Department of Fair Employment and Housing (DFEH), which are available on DFEH's web site. For further information on prevention strategies,** For details of such measures, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. ~~He/she shall provide,~~ **including providing** training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

~~In addition, the Superintendent or designee shall post, in a conspicuous place on district premises, the California Department of Fair Employment and Housing publication on workplace discrimination and harassment issued pursuant to 2 CCR 11013.~~

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act, **especially:****12940-12952 Unlawful employment practices****12960-12976 Unlawful employment practices; complaints**PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 211006-11086 Discrimination in employment, **especially:**

11013 Recordkeeping

11019 Terms, conditions and privileges of employment

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11027-11028 National origin and ancestry discriminationCODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

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

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONSThompson v. North American Stainless LP, (2011) 131 S.Ct. 863Shepard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

NONDISCRIMINATION IN EMPLOYMENT (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

Transgender Rights in the Workplace

Workplace Harassment Guide for California Employers

Your Rights and Obligations as a Pregnant Employee

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

EEOC Compliance Manual

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

(5/16 12/16) 3/19

CSBA Sample Administrative Regulation

All Personnel

AR 4030(a)

NONDISCRIMINATION IN EMPLOYMENT

Note: Pursuant to Government Code 11138 and 2 CCR 11023, ~~as added by Register 2015, No. 50,~~ districts are **mandated** to adopt rules and regulations to ensure that district programs and activities are free from unlawful discriminatory practices. Pursuant to ~~2 CCR 11009, as amended by Register 2015, No. 50, it is unlawful to discriminate against~~ **Government Code 12940, protections against discrimination apply to employees, job applicants, any person persons** who serves in an unpaid internship or other limited-duration program to gain unpaid work experience, **volunteers, and independent contractors** ~~on any basis protected by Government Code 12940.~~

All allegations of discrimination in employment, including those involving an **employee, job applicant, intern, volunteer, or job applicant person contracted to provide services to the district** shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

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

(cf. 1240 - Volunteer Assistance)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

(cf. 4032 - Reasonable Accommodation)

Note: Many nondiscrimination laws and regulations require identification of an employee who will be responsible for compliance with the nondiscrimination laws. For example, pursuant to 34 CFR 104.7, 106.8, and 110.25, the district is required to designate the person(s) responsible for the overall implementation of the requirements of federal laws which prohibit discrimination on the basis of disability, sex, and age, i.e., Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), and the Age Discrimination in Employment Act (29 USC 621-634). The district should fill in the blanks below to designate the responsible employee and **his/her** contact information.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Superintendent
(title or position)
River Delta USD District Office
(unit or office)
445 Montezuma Street, Rio Vista, CA 94571
(address)
(707) 374-1700
(telephone number)
Superintendent@rdusd.org
(email)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Measures to Prevent Discrimination

Note: Pursuant to Government Code 12940 and 2 CCR 11023, ~~as added by Register 2015, No. 50,~~ the district is required to take all reasonable steps to prevent unlawful discrimination and harassment. 2 CCR 11023, ~~as added,~~ specifies certain requirements to be included in the district's policy. The following section reflects the requirements of 2 CCR 11023 and other applicable laws or regulations, as indicated.

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

Note: Pursuant to Government Code 12950, districts are required to post the California Department of Fair Employment and Housing's (DFEH) posters entitled California Law Prohibits Workplace Discrimination and Harassment and Transgender Rights in the Workplace, as provided in item #1. DFEH rules require that these materials be posted electronically and in every location where the district has employees (e.g., district office, hiring office, each school site). These posters and the rules for posting are available on the DFEH web site.

In addition, 2 CCR 11049 requires posting a notice of the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

- 1. Display in a prominent and accessible location at every work site where the district has employees and post electronically on computers in a conspicuous location, the California Department of Fair Employment and Housing (DFEH) posters in regard to workplace discrimination and harassment and the rights of transgender employees (Government Code 12950)**

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

- 1.2.** Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

NONDISCRIMINATION IN EMPLOYMENT (continued)

- 2.3.** Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)
- a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending the policy via email with an acknowledgment return form
 - c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - d. Discussing the policy with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

- 3.4.** Provide to employees a handbook **that which** contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to **anyone who feels that he/she has employees who believe they have** been the victim of any discriminatory or harassing behavior

Note: Item #5 below provides for training regarding the district's discrimination policy and reporting procedures. For requirements specifically pertaining to sexual harassment training, see AR 4119.11/4219.11/4319.11 - Sexual Harassment. Pursuant to Government Code 12950.1, if the district has 50 or more employees, it must provide at least two hours of staff development regarding sexual harassment to all supervisory employees within six months of their assumption of a supervisory position and once every two years thereafter. As amended by SB 1343 (Ch. 956, Statutes of 2018), Government Code 12950.1 requires any district that has five or more employees to provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to all nonsupervisory employees by January 1, 2020 and once every two years thereafter.

- 4.5.** Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

Note: Pursuant to 2 CCR 11023, as added by Register 2015, No. 50, if the district has 50 or more employees, its sexual harassment prevention training must include instruction for its supervisors as specified in the following paragraph

NONDISCRIMINATION IN EMPLOYMENT (continued)

~~Training for supervisors shall include the requirement to report any complaint of misconduct to a designated representative, such as the coordinator, human resources manager, or Superintendent or designee as a topic in the sexual harassment prevention training required pursuant to 2 CCR 11024. (2 CCR 11023)~~

Note: Pursuant to Government Code 12950.2, as added by SB 1300 (Ch. 955, Statutes of 2018), districts are authorized, but not required, to provide bystander intervention training as provided below.

The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and motivates them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

~~(cf. 1240 - Volunteer Assistance)~~

~~(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)~~

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

Complaint Procedure

Note: 2 CCR 11023, as added by Register 2015, No. 50, mandates that a district's policy include a complaint process with specified requirements. Some of the requirements of 2 CCR 11023 are similar to those required under existing case law.

Courts have held that an employer may mitigate liability for hostile environment employment discrimination when (1) the employer took reasonable care to prevent and promptly correct the discriminatory or harassing conduct (i.e., provided a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, the Equal Employment Opportunity Commission (EEOC) outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with the EEOC or the California Department of Fair Employment and Housing (DFEH).

NONDISCRIMINATION IN EMPLOYMENT (continued)

While ~~the~~ EEOC's guidance recommends a "prompt" investigation, neither the law nor ~~the~~ EEOC delineates a specific time frame for resolution. ~~The~~ EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation.

The following section, including the listed timelines, is consistent with ~~the~~ EEOC's guidance and should be modified to reflect district practice.

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform ~~his/her~~ a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. **The employee's direct supervisor may be bypassed in filing a complaint where the supervisor is the subject of the complaint.**

The complainant may file a written complaint in accordance with this procedure, ~~or, if he/she is an employee, or~~ may first attempt to resolve the situation informally with ~~his/her~~ **the employee's** supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. ~~He/she~~ **The coordinator** shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

NONDISCRIMINATION IN EMPLOYMENT (continued)

(cf. 3580 - District Records)

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the coordinator determines that a detailed fact-finding investigation is necessary, ~~he/she shall begin~~ the investigation **shall begin** immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out ~~his/her the~~ investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator **also** shall **also** determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents are prevented. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of ~~his/her the~~ findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report **also** shall **also** include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. **The report shall be presented to the Superintendent or designee.**

~~The report~~ **A summary of the findings** shall be presented to the complainant, **and** the person accused, ~~and the Superintendent or designee.~~

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an

NONDISCRIMINATION IN EMPLOYMENT (continued)

appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

Note: Items #1-3 below state the time limits within which employees must file their complaints. The EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about timeframes for filing charges of unlawful discrimination or harassment with the EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the employer's district's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically forward any complaint it has accepted for investigation to the EEOC when the matter falls within the EEOC's jurisdiction.

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

Note: Pursuant to Government Code 12960, an employee has one year to file a complaint with DFEH, although that period may be extended under certain circumstances, such as when a person obtains knowledge of the unlawful practice after the expiration of the one-year period.

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with the EEOC within 180 days of the alleged discriminatory act. Pursuant to 42 USC 2000e-5, the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

(12/15 12/16) 3/19

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 **or more** 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/their** 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 of the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district **whose** **which has a** collective bargaining agreement **that** meets all of 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 employees who **is are** 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 they are** 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.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of ~~or~~ **and** in the course of employment; quarantine which results from contact **in the course of employment** 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.

PERSONAL ILLNESS/INJURY LEAVE (continued)

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)

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 #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 #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 #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or ~~his/her~~ **employee's** 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)
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~~ **the employee's** 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 #7-8, an employee may use, in any calendar year, the amount of sick leave ~~he/she would that would be~~ accrued during six months at ~~his/her the~~ **employee's then** 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)

PERSONAL ILLNESS/INJURY LEAVE (continued)

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.

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 employees **are is** entitled to have **his/her their** accumulated sick leave transferred with **him/her them** 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 the employee** may request that the district transfer **his/her any** accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

Note: Education Code 44978.2, as amended by SB 731 (Ch. 597, Statutes of 2017), provides that an employee who is a military veteran or a former or current member of the California National Guard or a federal reserve component is entitled to additional sick leave with pay for up to 10 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 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.

In addition to any other entitlement for sick leave with pay, a certificated employee who is a 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 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 a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time **he/she works worked**. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of **his/her the** 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 the**

PERSONAL ILLNESS/INJURY LEAVE (continued)

disability rating decision, **he/she the employee** 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 be available for 12 months 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 the** 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 the employee** 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)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Note: Pursuant to Education Code 44977, **an employees who is are** absent **due to illness** for up to five months after exhausting all **his/her** available sick leave must receive **his/her their** regular salary minus the cost of a substitute. **Option 1 below reflects this requirement. However, Alternatively,** Education Code 44983 **provides that Education Code 44977 does not apply to those districts that allows districts to** 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,**

PERSONAL ILLNESS/INJURY LEAVE (continued)

~~or is absent for a~~ cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from ~~his/her~~ **the employee's** 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.

Option 1 below is for use by districts that subtract the cost of a substitute from the absent employee's salary pursuant to Education Code 44977. Option 2 is mandated pursuant to Education Code 44983 for districts that choose to give certificated employees 50 percent or more of their regular salary during the period of absence, and may be revised to specify a percentage higher than 50 percent in accordance with district practice.

If not covered in the district's 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~~ **the district shall deduct from the employee's** regular salary ~~minus for that period~~ 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)

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~~ **return to work** 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~~ **the employee** shall be returned to employment in a position for which ~~he/she~~ **the employee** is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Parental Leave

Note: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period **of** 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 such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Note: Pursuant to Education Code 44977.5, the district is required to provide differential pay to a certificated employee ~~when he/she~~ **for up to 12 work weeks when the employee** has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. 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 by AB 2012 (Ch. 994, Statutes of 2018), Education Code 44977.5 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.**

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 **of at least 50 percent of the employee's regular salary** for the remainder of the 12 work weeks. (Education Code 44977.5)

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-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 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 #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.

PERSONAL ILLNESS/INJURY LEAVE (continued)

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 the employee's** 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 **ss'** or **his/her their** 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 a** physician stating that **he/she the employee** 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

PERSONAL ILLNESS/INJURY LEAVE (continued)

could result in an 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 number** 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 the employee**
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

- 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*

CODE OF FEDERAL REGULATIONS, TITLE 29

- 825.100-825.702 *Family and Medical Leave Act of 1993*
- 1635.1-1635.12 *Genetic Information Nondiscrimination Act of 2008*

COURT DECISIONS

- Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406*

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** employees **accrues** at least 24 hours of sick leave or paid time off by the 120th calendar day of **his/her their** 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 of the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district **whose which has a** collective bargaining agreement **that** meets all of 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 employees **whose work hours are so few as to entitle him/her** **who are entitled** to less than 24 hours of paid sick leave per fiscal year **due to the amount of time worked** shall be granted sick leave pursuant to Labor Code 246, if **he/she is they are** 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 **in the course of employment** 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~~ **and** 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 #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 #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 #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or **his/her the employee's** 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)
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 the employee's** 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 #7-8, an employee may use, in any calendar year, the amount of sick leave ~~he/she would~~ **that would be** accrued during six months at **his/her the employee's then** 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, **or the proportionate amount to which the employee may be entitled,** until ~~he/she~~ **the first day of the month after the employee** 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)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Note: Pursuant to Education Code 45202, a classified employees who is are terminated after at least one year of employment for any reason unrelated to discipline is are entitled to have his/her their accumulated sick leave transferred with him/her them in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is optional and may revised to reflect district practice.

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 the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she the employee may request that the district transfer his/her any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

Note: Education Code 45191.5, as amended by SB 731 (Ch. 597, Statutes of 2017), provides that an employee who is a military veteran or is a former or current member of the California National Guard or federal reserve component 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.

In addition to any other entitlement for sick leave with pay, a classified employee who is a 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 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 a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time he/she works worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of his/her the 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 the disability rating decision, he/she the employee 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 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)

PERSONAL ILLNESS/INJURY LEAVE (continued)

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 be available for 12 months 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** **the** 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** **the employee** 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 employees 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 may choose one of two methods for compensating classified employees who have exhausted their sick leave and continue to be absent due to illness or injury.**

Option 1 below is for use by districts that subtract the actual cost of a substitute from the absent employee's salary for up to five months. 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. 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.

PERSONAL ILLNESS/INJURY LEAVE (continued)

Option 2 is mandated pursuant to Education Code 45196 for districts that annually credit regular classified employees with at least 100 working days of paid sick leave and, after they have exhausted all fully paid leaves, compensate them at 50 percent or more of their regular salary for the remainder of the 100 working days. Option 2 may be revised to specify more than 100 working days and/or the level of compensation the district will pay an employee, if it chooses to pay more than 50 percent of the employee's salary.

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.

OPTION 1:

~~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 When 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 and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. (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)

Parental Leave

Note: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period **of** 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 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, the district is required to provide differential pay to a classified employee **for up to 12 work weeks when the employee** ~~when he/she~~ has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. 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 by AB 2012 (Ch. 994, Statutes of 2018), Education Code 45196.1 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.**

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 **of at least 50 percent of the employee's regular salary** for the remainder of the 12 work weeks. (Education Code 45196.1)

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.

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** **return to work** 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 **medically able**, **to resume the duties of his/her position, he/she the employee** shall be offered reemployment in the first vacancy in the classification of **his/her the employee's** 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 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

PERSONAL ILLNESS/INJURY LEAVE (continued)

written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (items #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 the employee's** 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 a physician** stating that **he/she the employee** is able to return to work and stipulating any **recommended necessary** 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 **or each calendar year or 12-month period**. Option 3 is for any district that credits employees with 24 hours **or three days** 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 employees who works for 30 or more days within a year of his/her **their** employment shall be credited with 24 hours **or three days** 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 s Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of his/her their employment, after which he/she they 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 The employee's 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 the employee's 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 an 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~~ **number** 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~~ **the employee**
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

825.100-825.702 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)

(3/17 3/18) 3/19

CSBA Sample Board Policy

Students

BP 5117(a)

INTERDISTRICT ATTENDANCE

Note: The Education Code provides a number of options under which a district may enroll a student whose parent/guardian does not reside within district boundaries. Under an "interdistrict attendance permit" or "reciprocal agreement" pursuant to Education Code 46600-~~46611~~**46610**, a student may attend school in a different district when both the district of residence and the district of proposed attendance agree (Option 1 below). Alternatively, pursuant to Education Code 48300-48317, the Governing Board may declare the district to be a "school district of choice" willing to accept a specific number of interdistrict transfers into the district through a random selection process (Option 2 below). In order to maintain the integrity of the random selection process, it is recommended that a school district of choice not also accept transfers under the interdistrict attendance permit option except when extraordinary circumstances exist, as provided in Option 2 below. Districts that wish to use both sources of authority should consult legal counsel.

In addition, pursuant to Education Code 48204, a district may authorize a student whose parent/guardian is employed within district boundaries to attend a school in the district (Allen bill transfer); see AR 5111.1 - District Residency. ~~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, pursuant to Education Code 48350-48361; see BP/AR 5118 - Open Enrollment Act Transfers.~~

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

(cf. 5111.1 - District Residency)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. ~~5118 - Open Enrollment Act Transfers~~)

Interdistrict Attendance **Agreements and Permits**

Note: The following section is for use by districts that have entered into an agreement with one or more other districts to accept **student** transfers through interdistrict attendance permits pursuant to Education Code 46600-~~46611~~ **46610**. Districts selecting this option should also select Option 1 in the accompanying administrative regulation.

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

Note: Education Code 46600 requires that the interdistrict attendance agreement specify the terms and conditions under which individual permits may be granted or denied. In addition, pursuant to Education Code 46600, students who have been granted an interdistrict attendance permit must be allowed to continue to attend the school without having to reapply unless the agreement between the two districts contains specific agreed-upon standards for reapplication; see the accompanying administrative regulation. Districts also may include in the agreement their agreed-upon standards for revocation of students' interdistrict attendance. Examples of conditions that may result in revocation include falsification of information stated on the permit application, unsatisfactory attendance, continual disruption, or poor academic achievement.

INTERDISTRICT ATTENDANCE (continued)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Note: Pursuant to Education Code 46600, it is the responsibility of the ~~attendance supervisor~~ **superintendent or designee** of the district of residence, subject to board policies of the district of residence and terms of the agreement, to issue an individual permit verifying the district's approval of an interdistrict transfer out of the district. The permit shall become valid when endorsed by the board's designee in the district of proposed ~~attendance enrollment~~.

See the accompanying administrative regulation for procedures to follow when the permit is denied.

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

BP 5117(c)

INTERDISTRICT ATTENDANCE (continued)

BP 5117(d)

Transportation

Note: The following **optional** section is for use by all districts and should be revised to reflect district practice. Districts are not required to provide transportation or transportation assistance to students admitted

BP 5117(e)

INTERDISTRICT ATTENDANCE (continued)

under an interdistrict attendance permit pursuant to Education Code 46600-~~46611~~ **46610**. Pursuant to Education Code 48311, a school district of choice is authorized, but not required, to provide transportation assistance to the extent that the district otherwise provides transportation assistance to students.

The district shall not provide transportation beyond any school attendance area. Upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for an interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends if space is available.

Legal Reference:

EDUCATION CODE

41020 Annual district audits

46600-~~46611~~ **46610** Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48317 Student attendance alternatives, school district of choice program

~~48350-48361 Open Enrollment Act~~

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

48985 Notices to parents in language other than English

52317 Regional occupational center/program, enrollment of students, interdistrict attendance

CALIFORNIA CONSTITUTION

Article I, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin

ATTORNEY GENERAL OPINIONS

87 *Ops. Cal. Atty. Gen.* 132 (2004)

84 *Ops. Cal. Atty. Gen.* 198 (2001)

COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

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

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

(12/15 10/17) 3/19

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Students

AR 5117(a)

INTERDISTRICT ATTENDANCE

OPTION 1: Interdistrict Attendance **Agreements and Permits**

Note: The following option is for use by districts that have entered into an agreement with one or more other school districts to accept transfers through the "interdistrict attendance permit" or "reciprocal agreement" process pursuant to Education Code 46600-~~46611~~ **46610**. (See Option 1 in the accompanying Board policy.) In 87 Ops.Cal.Atty.Gen. 132 (2004), the Attorney General opined that districts could not charge students a fee for processing applications for interdistrict attendance.

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a **student's attendance outside his/her district of residence student of either district to enroll in the other district** may be issued upon approval of both **districts** ~~the district of residence and the district of attendance.~~

Note: Pursuant to Education Code 46600.2, as added by AB 2826 (Ch. 550, Statutes of 2018), districts are required to post on their web sites, in a manner accessible to the public without a password, the procedures and timelines regarding a request for an interdistrict transfer permit.

The district shall post on its web site the procedures and timelines for requesting an interdistrict transfer permit, including a link to BP 5117 - Interdistrict Attendance. The posted information shall include, but is not limited to: (Education Code 46600.1, 46600.2)

- 1. The date upon which the district will begin accepting and processing interdistrict transfer requests for the following school year**
- 2. The reasons for which the district may approve or deny a request, and any information or documents that must be submitted as supporting evidence**
- 3. If applicable, the process and timelines by which a denial of a request may be appealed within the district before the district renders a final decision**
- 4. A statement that failure of a parent/guardian to meet any timelines established by the district shall be deemed an abandonment of the request**
- 5. Applicable timelines for processing a request, including the following statements:**
 - a. For an interdistrict transfer request received by the district 15 or fewer calendar days before the commencement of instruction in the school year for which the transfer is sought, the district will notify the parent/guardian of its final decision within 30 calendar days from the date the request was received.**

INTERDISTRICT ATTENDANCE (continued)

- b.** For an interdistrict transfer request received by the district more than 15 days before the commencement of instruction in the school year for which the interdistrict transfer is sought, the district will notify the parent/guardian of its final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction in the school year for which transfer is sought.

- 6.** The conditions under which an existing interdistrict transfer permit may be revoked or rescinded

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

Note: Education Code 46600 requires districts to give priority for interdistrict attendance permits to a student who is a victim of an act of bullying, as provided below. For this purpose, Education Code 48900(r) defines bullying to include, but not be limited to, bullying committed by means of an electronic act directed specifically toward the student; see AR 5144.1 - Suspension and Expulsion/Due Process.

- ~~1.~~ **When the Priority for interdistrict attendance shall be given to a** student **who** has been determined by staff of either the district of residence or district of proposed attendance enrollment to be a victim of an act of bullying, as defined in Education Code 48900(r), **committed by a student of the district of residence.** ~~Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit.~~ (Education Code 46600)

(cf. 5131.2 - Bullying)

In addition, ~~The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:~~

Note: **Optional** items #~~2-12~~ **1-11** below should be revised and/or deleted to reflect district practice.

- 2.1.** To meet the child care needs of the student, ~~Such a student may be allowed to continue to attend district schools only as long as he/she continues to use a~~ **the student's** child care provider **remains** within district boundaries.

(cf. 5148 - Child Care and Development)

- 3.2.** To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel.

(cf. 6159 - Individualized Education Program)

INTERDISTRICT ATTENDANCE (continued)

- 4.3.** When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance;
- 5.4.** To allow the student to complete a school year when ~~his/her~~ **the student's** parents/guardians have moved out of the district during that year;
- 6.5.** To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school;
- 7.6.** To allow a high school senior to attend the same school ~~he/she~~ attended as a junior, even if ~~his/her~~ **the student's** family moved out of the district during the junior year;
- 8.7.** When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the **school** year in the district;
- 9.8.** When the student will be living out of the district for one year or less;
- 10.9.** When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence;

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

- 11.10.** When there is valid interest in a particular educational program not offered in the district of residence;
- 12.11.** To provide a change in school environment for reasons of personal and social adjustment;

Note: In 84 Ops.Cal.Atty.Gen. 198 (2001), the Attorney General opined that a lack of school facilities is a justifiable reason for denial of the interdistrict attendance permit request. However, according to the Attorney General, once the student is admitted, the district may not later deny the student continued attendance at a district school because of overcrowding. Although Attorney General opinions are not binding on the courts, they are generally afforded deference in the court when there is no specific statutory or case law to the contrary. The following paragraph is based on this Attorney General opinion.

The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district ~~may~~ **shall** not deny ~~him/her~~ continued attendance because of overcrowded facilities at the relevant grade level.

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

Note: Education Code 46600.2, as added by AB 2826, establishes the following timelines for notifying a student's parents/guardians of the district's final decision regarding the interdistrict transfer request.

If the transfer request is for a school year that begins within 15 calendar days of the receipt of the request, the Superintendent or designee shall notify the parent/guardian of the final decision within 30 calendar days of receiving the request. If the transfer request is for a school year that begins more than 15 calendar days after the receipt of the request, the parent/guardian shall be notified of the final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction during that school year. (Education Code 46600.2)

~~Note: Education Code 46601 requires that, within 30 days of a request for an interdistrict permit, parents/guardians whose permit application was denied must be informed about their right to appeal to the County Board of Education. This notice shall be provided by the district denying the request, or, in the absence of an agreement between the districts, by the district of residence. Education Code 46600.2, as added by AB 2826, requires a district that denies a request for an interdistrict transfer to give written notice to the parent/guardian of the right to appeal to the County Board of Education.~~

Pursuant to Education Code 46601, parents/guardians may submit their appeal **to the County Board** within 30 calendar days of the ~~failure or refusal to issue~~ **district's final denial of** the permit. The County Board then has 30 calendar days, unless extended by an additional five school days for good cause, to make its determination as to whether the student should be allowed to attend the district of **proposed enrollment and the applicable period of attendance** ~~his/her choice~~. However, ~~as amended by SB 344 (Ch. 461, Statutes of 2017),~~ Education Code 46601 allows a class 1 county (i.e., a county with a 1994-95 average daily attendance (ADA) of 500,000 or more for all districts in the county), **until July 1, 2023,** 60 calendar days to make its determination, ~~and a class 2 county (i.e., a county with a 1994-95 ADA of 180,000-499,999) 45 calendar days to make its determination.~~

Pursuant to Education Code 46602, if the County Board determines that the student should be permitted to attend the district of ~~his/her choice~~ **proposed enrollment**, the district shall admit the student without delay.

~~Within 30 calendar days of a request for an interdistrict permit,~~ **If a student's interdistrict transfer request is denied,** the Superintendent or designee shall, **in writing,** notify the parents/guardians of ~~a student who is denied interdistrict attendance regarding the process for their right to~~ **appeal to the County Board of Education as specified in Education Code 46601 within 30 calendar days from the date of the final denial.** (Education Code ~~46601~~ **46600.2-46601**)

(cf. 5145.6 - Parental Notifications)

All notices to parents/guardians regarding the district's decision on any request for interdistrict transfer shall conform to the translation requirements of Education Code 48985, and may be provided by regular mail, electronic format if the parent/guardian provides an email address, or by any other method normally used to communicate with parents/guardians in writing. (Education Code 46600.2)

INTERDISTRICT ATTENDANCE (continued)

Pending a decision by the two districts or ~~an appeal~~ by the County Board **on appeal**, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months, **provided the district is the district of proposed enrollment. If the decision has not been rendered by the conclusion of two school months and the districts or County Board is still operating within the prescribed timelines, the student shall not be allowed to continue attending the district school to which the student was provisionally admitted.** (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or **decisions rescissions** while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

(cf. 5119 - Students Expelled from Other Districts)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: Pursuant to Education Code 46600, once an interdistrict permit is granted and the student is enrolled in the new school, the district of enrollment (1) may not require the student to reapply; (2) must allow the student to continue to attend the school, unless the permit contains specific standards for reapplication; and (3) along with the district of residence, may not revoke the student's existing permit if he/she is entering grade 11 or 12. Therefore, even if an interdistrict attendance agreement between the two districts has expired, the student may be allowed to continue attending the school to which he/she has transferred, unless the agreement contains specific language requiring reapplication.

Once a student is admitted to a school on the basis of an interdistrict attendance permit, **he/she the student** shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school **in which he/she is enrolled of enrollment**, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded **after June 30 following a student's completion of grade 10 or for any students** entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

Transfers Out of the District

Note: The following **optional** section is for use by all districts.

Pursuant to Education Code 48307, a district must not deny a student whose parent/guardian is in active military duty from transferring out of the district to any other district. In addition, Education Code 46600, as amended by AB 2659 (Ch. 186, Statutes of 2016), provides that a district must not prohibit the transfer of such a student out of the district to any other district that approves the transfer, regardless of whether or not an interdistrict transfer agreement exists or a permit is issued.

A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

The district may limit transfers out of the district to a school district of choice under any of the following circumstances: (Education Code 48307)

Note: Even if a district has not designated itself as a school district of choice, it has the authority pursuant to Education Code 48307 to limit the number of students transferring out of the district into other districts that have designated themselves as school districts of choice. A district with an ADA of more than 50,000 may annually limit the number of such transfers to one percent of its current year estimated ADA. A district with an ADA of 50,000 or less may limit the number of such transfers to three percent of its current estimated ADA and may limit the maximum number of such transfers for the duration of the program to 10 percent of the ADA for that period. In Walnut Valley Unified School District v. Superior Court of Los Angeles County, the appellate court held that the 10 percent cap on outbound transfers "for the duration of the program" should be based on the district's ADA over the entire life of the district of choice program (i.e., from the program's inception in 1994 until the present day). The district may revise item #1 to reflect the applicable percentage in Education Code 48307 based on its ADA.

1. The number of student transfers out of the district to a school district of choice has reached the limit specified in Education Code 48307 based on the district's average daily attendance.

INTERDISTRICT ATTENDANCE (continued)

2. The County Superintendent of Schools has given the district a negative budget certification or has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice.

(cf. 3100 - Budget)

Note: Item #3 is **optional** and should be revised to reflect district practice. ~~As noted above in the section "Option 2: School District of Choice Program,"~~ Education Code 48307 authorizes the district to prohibit a transfer ~~in or~~ out of the district under the school district of choice program if the Board determines that the transfer would negatively impact a court-ordered desegregation plan, a voluntary desegregation plan, or the racial and ethnic balance of the district. ~~As amended by AB 99 (Ch. 15, Statutes of 2017),~~ Education Code 48307 provides that denial of transfers on the basis of a voluntary desegregation plan or the racial and ethnic balance of the district must be consistent with the constitutional provisions added by Proposition 209 in 1996 (California Constitution, Article 1, Section 31). It is recommended that districts consult legal counsel before adopting policy to allow denial of transfers on either of these bases.

3. The Board determines that the transfer would negatively impact any of the following: (Education Code 48307)
 - a. A court-ordered desegregation plan
 - b. A voluntary desegregation plan of the district, consistent with the California Constitution, Article 1, Section 31
 - c. The racial and ethnic balance of the district, consistent with the California Constitution, Article 1, Section 31

(7/12 10/17) 3/19

CSBA Sample Administrative Regulation

Students

AR 5125.2(a)

WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS

Note: **In certain limited circumstances, state law permits districts to withhold student grades, diplomas, and/or transcripts.** Pursuant to Education Code 48904, ~~parents/guardians of any minor~~ **the district may withhold the grades, diploma, and/or transcripts of a student** who willfully cuts, defaces, or otherwise injures any real or personal property belonging to the district, or who **willfully** does not return district property that was loaned to the student, **until the damages are paid.** ~~are liable for paying damages to the district up to the amount specified in law and annually adjusted for inflation;~~ **For more information regarding limits of damages, as annually adjusted for inflation,** see BP/AR 3515.4 - Recovery for Property Loss or Damage. ~~Until the damages are paid, the district is authorized to withhold the grades, diploma, and/or transcripts of the student responsible for the damage.~~ **Pursuant to Education Code 49014, as added by AB 1974 (Ch. 577, Statutes of 2018), a current or former homeless or foster youth is exempted from the requirement to pay damages.**

If a student's parents/guardians are unable to pay the damages, Education Code 48904 requires the district to offer an option for the student to provide work in lieu of payment. Pursuant to Education Code 49014, a district may offer any other student regardless of the ability to pay, other than a current or former homeless or foster youth, alternative, nonmonetary means to settle the debt owed as a result of damage or loss of district property. In such cases, the district may withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.

Education Code 48904 **mandates** the Governing Board to establish procedures for withholding a student's grades, diploma, and/or transcripts until reparation is made.

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or **willfully** does not return district property that has been loaned to ~~him/her~~ **the student upon demand of a district employee**, the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages **or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages**, the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904, **49014**)

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5125 - Student Records)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 6161.2 - Damaged or Lost Instructional Materials)

This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)

Before withholding ~~the a~~ student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS (continued)

(cf. 5145.6 - Parental Notifications)

Note: Education Code 48904 **mandates** that the district's procedures for withholding a student's grades, diploma, and/or transcripts conform to procedures established in the Education Code for student expulsion. For due process procedures related to student expulsion, see BP/AR 5144.1 - Suspension and Expulsion/Due Process.

The student shall be afforded due process consistent with procedures established for the expulsion of students. (Education Code 48904)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

~~If the student and parents/guardians are unable to pay for the damages or return the property, the Superintendent or designee shall provide a program of voluntary work for the student in lieu of monetary damages. Upon completion of the voluntary work, the student's grades, diploma, and/or transcripts shall be released. (Education Code 48904)~~

When a student who is transferring into the district has had **his/her** grades, **a** diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by this district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.

The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

Legal Reference:

EDUCATION CODE

48904 Liability of parent

48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold

48911 Suspension by principal, designee or superintendent

49014 Public School Fair Debt Collection Act

49069 Absolute right to access

(12/91 10/17) 3/19

Policy Reference UPDATE Service

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CSBA Sample Board Policy

Students

BP 5127(a)

GRADUATION CEREMONIES AND ACTIVITIES

Note: The following **optional** policy is for use by any district that maintains a high school and should be modified to reflect district practice.

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may **be allowed to** participate in graduation exercises without receiving **his/her a** diploma. When the requirements have been satisfied, a diploma shall be sent to the student.

Note: **There are three high school equivalency tests that are approved by the State Board of Education for the purpose of receiving a California High School Equivalency Certificate: the General Educational Development Test (GED), the High School Equivalency Test, and the Test Assessing Secondary Completion. In addition, students age 16 or older may take the California High School Proficiency Examination (CHSPE) for the purpose of receiving a Certificate of Proficiency, which is equivalent to a high school diploma.** On its web site, the California Department of Education (CDE) indicates that a student's **successful completion of a high school equivalency test or the CHSPE is not equivalent to completing all coursework required for regular graduation from high school. General Educational Development (GED) Test results may not be used by the district to satisfy the minimum course requirements for graduation.** The following **optional** paragraph parallels this concept with regard to use of results of the GED and California High School Proficiency Examination for participation in graduation ceremonies **provides that students receiving such certificates are not eligible to participate in graduation ceremonies and may be revised to reflect district practice.**

High school students who have passed **a high school equivalency test or** the California High School Proficiency Examination **or the General Educational Development Test** must also meet district graduation requirements in order to participate in graduation ceremonies.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Note: School-sponsored and school-directed prayer at public high school graduation ceremonies has been ruled unconstitutional by both the U.S. Supreme Court (Lee v. Weisman) and the California Supreme Court (Sands v. Morongo Unified School District). However, the law is unclear as to whether student-led, student-

GRADUATION CEREMONIES AND ACTIVITIES (continued)

initiated prayer at graduation ceremonies is constitutional. In Cole v. Oroville Union High School District, the 9th Circuit Court of Appeals found that it would be unconstitutional for a district to allow a student to give a sectarian and proselytizing invocation at graduation. In that case, the district had developed a policy whereby students determined whether an invocation would be granted and, if so, would then select a fellow student to deliver it. The principal would then review the content of the student invocation for proselytizing messages. The court upheld the policy authorizing principal review, but did not rule on the underlying policy allowing the invocation **in the first place**. Some attorneys have argued that the U.S. Supreme Court's decision in Santa Fe Independent School District v. Doe, which found unconstitutional a district policy allowing student-led, student-initiated prayers at football games, would also apply to student-led, student-initiated prayer and invocations at graduation ceremonies. **In Workman v. Greenwood Community School Corporation, a federal district court in Indiana relied on the holdings in Lee and Santa Fe to grant a preliminary injunction prohibiting the district from permitting students to lead a prayer during the graduation ceremony even though the invocation was chosen through election by the senior class. The court reasoned that attendance at the graduation was functionally obligatory and the election was school sponsored. Because this issue has not been authoritatively resolved by the courts, it is strongly recommended that districts consult legal counsel prior to adopting policies or procedures allowing prayer at graduation. See also the U.S. Department of Education's Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools.**

~~Option 1 is for use by districts that prohibit prayer at graduation ceremonies. Option 2 is for use by those districts that allow a student initiated, student led prayer at graduation ceremonies. However, because the issue has not yet been authoritatively resolved by the courts, it is strongly recommended that districts selecting Option 2 consult legal counsel prior to the adoption of this policy and/or any other procedure allowing prayer at graduation ceremonies.~~

~~OPTION 1:~~ Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.

~~OPTION 2:~~ ~~The school or district shall not direct invocations, prayers, or benedictions at graduation ceremonies.~~

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression)

Honors and Awards

Note: The following **optional** section may be modified to reflect district practice. Districts that choose to recognize students for outstanding academic performance should adopt procedures for selecting honorees and notifying students and their parents/guardians. Such rules, procedures, and criteria may be added to this section.

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.

(cf. 5121 - Grades/Evaluation of Student Achievement)

GRADUATION CEREMONIES AND ACTIVITIES (continued)

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

(cf. 5126 - Awards for Achievement)

Conduct at Graduation Attire Ceremonies

~~Note: The following section is optional. Graduation ceremonies are school-sponsored and/or school-related activities over which school boards have authority. Thus, the Governing Board may regulate student behavior at such events.~~

~~Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.~~

~~*(cf. 5131 - Conduct)*~~

Note: Under the authority granted the **Governing** Board to regulate student conduct, the Board may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony. However, Education Code 35183.3, as added by AB 1463 (Ch. 296, Statutes of 2009), allows graduating students who are in active military service to wear their military dress uniforms to graduation ceremonies. In its Fiscal Management Advisory 17-01, **Pupil Fees, Deposits, and other Charges**, CDE advises that a district that requires its students to wear a cap and gown as a condition of their participation in the high school graduation ceremony may not require such students to purchase the cap and gown. CDE recommends that such districts provide the graduates with a cap and gown for their use at the graduation ceremony and inform them that those interested may purchase a cap and gown from a vendor. See AR 3260 - Fees and Charges.

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

(cf. 3260 - Fees and Charges)

~~However, any~~ **Any** graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at ~~his/her~~ **the student's** option, wear ~~his/her~~ **a** military dress uniform at the ceremony. (Education Code 35183.3)

Note: The following optional paragraphs may be revised to reflect district practice. Education Code 35183.1, as added by AB 1248 (Ch. 804, Statutes of 2018), permits students to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary cap and gown. However, the district may exercise discretion to prohibit any item that is likely to cause a substantial disruption of, or material interference with, the ceremony.

Students shall be permitted to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary ceremonial attire, as long as the

GRADUATION CEREMONIES AND ACTIVITIES (continued)

adornment does not cause a substantial disruption of, or material interference with, the graduation ceremony. (Education Code 35183.1)

Students who desire to wear such adornments shall seek permission from the Superintendent or designee at least 14 days before the graduation ceremony.

Disciplinary Considerations

Note: **The following optional section may be revised to reflect district practice.** The withholding of a diploma is governed by Education Code 48904 and is separate from the denial of participation in graduation ceremonies; see AR 5125.2 - Withholding Grades, Diploma or Transcripts and BP 6161.2 - Damaged or Lost Instructional Materials. Even though the graduation ceremony is not an essential component to the granting of a diploma, it is an important symbolic event. Therefore, it is recommended that districts provide some due process before denying a student the privilege of participating in the ceremony.

~~In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities, in accordance with school rules. Prior to denial of the privilege, the student, and where practicable his/her parent/guardian, shall be made aware of the grounds for such denial and shall be given an opportunity to respond. If a privilege is to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal the decision. Students are expected to comply with district and school policies, regulations, and rules throughout the school session, including during graduation and related events. Students shall not be denied the privilege of participating in graduation ceremonies except as discipline in cases of serious misconduct. In no event shall a student be denied participation in graduation ceremonies unless the principal or designee has informed the student and the student's parents/guardians of the misconduct and has given them an opportunity to respond.~~

~~(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)~~

~~(cf. 5131 - Conduct)~~

~~(cf. 5144 - Discipline)~~

~~(cf. 6161.2 - Damaged or Lost Instructional Materials)~~

During the graduation ceremony, a student may be removed from the ceremony for conduct that is disruptive or that poses a risk to safety.

High school seniors shall be notified of this policy in advance, through the student handbook or other means, and shall be required to acknowledge receiving it.

GRADUATION CEREMONIES AND ACTIVITIES (continued)

Legal Reference:

EDUCATION CODE

35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance

35183.3 Graduation ceremonies; military dress uniforms

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51410-~~51412~~ **51413** Diplomas

COURT DECISIONS

Workman v. Greenwood Community School Corporation, (2010) Case No. 1:2010cv00293

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 505 U.S. 577

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools, February 2003

WEB SITES

AASA The School Superintendents Association: <http://www.aasa.org>

Antidefamation League: <https://www.adl.org>

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

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

CSBA Sample Exhibit

Students

E 5145.6(a)

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 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 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements through the 2018-19 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.

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
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
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 6142.2 AR 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
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules

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 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 and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community

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 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
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 200.48	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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
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 6142.2 AR 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 BP 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

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)			
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
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 or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
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

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)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Annually to parents/guardians of student athletes before they participate 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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
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

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 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
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

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 foster youth, homeless youth, former juvenile court school student, or child of military family, or migrant student being transferred between high schools after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
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 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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
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
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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. Classroom Notices			
In each classroom in each school	Education Code 8235.5 , 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities subject to Williams uniform complaint procedures

CSBA Sample Administrative Regulation

Students

AR 5148(a)

CHILD CARE AND DEVELOPMENT

Note: The following administrative regulation is for use by districts that operate child care and development services through a contract with the California Department of Education (CDE) and reflects provisions generally applicable to programs under the Child Care and Development Services Act (Education Code 8200-8499.7). **Such programs include resource and referral programs (Education Code 8210-8216; 5 CCR 18240-18248), alternative payment programs (Education Code 8220-8227.7; 5 CCR 18220-18231), migrant child care and development programs (Education Code 8230-8233), California State Preschool Programs (CSPP) (Education Code 8235-8239.1), general child care and development programs (Education Code 8240-8244), and programs for children with special needs (Education Code 8250-8252).** The district may revise this regulation to reflect specific requirements for the program(s) it offers. See BP/AR 5148.2 - Before/After School Programs for requirements pertaining to the After-School Education and Safety program (Education Code 8482-8484.65) and 21st Century Community Learning Centers (Education Code 8484.7-8484.8), and BP/AR 5148.3 - Preschool/Early Childhood Education for **CSPP** requirements ~~pertaining to the California State Preschool Program (Education Code 8235-8239).~~

The following administrative regulation does not reflect all policy language mandated for each specific program. The district should be careful to include the mandates, if any, applicable to the program(s) it offers. For example, for the ~~A~~alternative ~~P~~payment ~~P~~program (~~Education Code 8220-8227.3; 5 CCR 18220-18231~~), 5 CCR 18221 mandates a written policy statement that includes specified components, including, but not limited to, program purpose, enrollment priorities, reimbursement of providers, and family fee collection. For the ~~R~~resource and ~~R~~referral program (~~Education Code 8210-8216; 5 CCR 18240-18248~~), 5 CCR 18244 mandates written referral policies and written complaint procedures.

In addition to the program requirements described below, child care and development programs may be subject to other policies in the district's policy manual (e.g., ~~BP/AR 1240 - Volunteer Assistance~~, AR 3514.2 - Integrated Pest Management, ~~BP/AR 1240 - Volunteer Assistance, food safety standards and nutrition requirements in~~ BP/AR 3550 - Food Service/Child Nutrition Program). Districts should consult legal counsel if they have questions regarding the applicability of other laws to the district's child care and development program.

Licensing

Note: Pursuant to 22 CCR 101156, all child care centers must be licensed by the California Department of Social Services (**CDSS**) unless exempted by law. Health and Safety Code 1596.792 and 22 CCR 101158 list exemptions from the licensure requirements including, but not limited to, any program that (1) is a "public recreation program" that meets the criteria specified in Health and Safety Code 1596.792, (2) is operated before and/or after school by qualified teachers employed by the district, (3) is a school parenting program or adult education child care program, (4) operates only one day per week for no more than four hours on that day, (5) offers temporary child care services to parents/guardians who are on the same premises as the child care site, ~~or~~ (6) provides activities that are of an instructional nature in a classroom-like setting when K-12 students are normally not in session and the sessions do not exceed a total of 30 days when only school-age children are enrolled or 15 days when younger children are enrolled, **or (7) is a CSPP program operated in a school building that meets specified health and safety requirements.** If the district offers only programs that are exempted from licensure, it should modify the following regulation accordingly.

Pursuant to Health and Safety Code 1596.951, as added by AB 605 (Ch. 574, Statutes of 2018), CDSS is required to adopt regulations by January 1, 2021 to create a new child care center license including

CHILD CARE AND DEVELOPMENT (continued)

components for serving infant, toddler, preschool, and school-age children; health and safety standards; and enhanced ability to transition children to the next age group. Pursuant to Health and Safety Code 1596.951, all child care centers are required to obtain this license by January 1, 2024.

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

Note: Items #~~1-8~~ **1-7 and 9** below list components of child care and development programs required for all providers pursuant to 5 CCR 18272-18281. The Governing Board is required, pursuant to 5 CCR 18271, to approve goals and objectives addressing each of these program components; see the accompanying Board policy. The district may add components of other programs offered by the district.

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

(cf. 6174 - Education for English Learners)

CHILD CARE AND DEVELOPMENT (continued)

3. A staff development program which complies with 5 CCR 18274

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

4. Parent/guardian involvement and education that **complies comply** with 5 CCR 18275 and ~~involves parents/guardians through~~ **include** an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

(cf. 6020 - Parent Involvement)

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

~~*(cf. 1020 - Youth Services)*~~
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.23 - Asthma Management)
(cf. 5141.6 - School Health Services)

6. A community involvement component that complies with 5 CCR 18277

Note: Health and Safety Code 1596.808 establishes beverage standards for licensed child care centers. **These standards require that children age 2 or older, with specified exceptions, be served only low fat or nonfat milk, no more than one serving per day of 100 percent juice, and no beverage with added sweetener and that clean and safe drinking water be readily available and accessible throughout the day.** In addition, centers that receive funding through the Child and Adult Care Food Program (42 USC 1766) must meet federal guidelines for meals, snacks, fluid milk or nutritionally equivalent milk substitutes, and drinking water.

7. **As applicable, a A** nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Note: Item #~~9-8~~ below is **optional** and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic media.

- ~~9.8.~~ Programs that promote age-appropriate structured and unstructured opportunities for

CHILD CARE AND DEVELOPMENT (continued)

physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

Note: 5 CCR 18279-18281 require an annual evaluation using the standardized "Desired Results for Children and Families" system developed by CDE. The system requires a program self-evaluation that includes, but is not limited to, a staff assessment, a parent/guardian survey, and an environment rating scale using forms selected by CDE. Each contractor is required to submit a summary of the self-evaluation findings to CDE by June 1 of each year. In addition, every three years, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency to review compliance with program requirements. The FPM/CMR instrument is available on the CDE's web site.

- 8.9.** An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent/guardian survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

(cf. 0500 - Accountability)

Note: Item #9 below is ~~optional~~ and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic media.

- ~~9. Programs that promote age appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level~~

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

Note: Health and Safety Code 1596.7995, as added by SB 792 (Ch. 807, Statutes of 2015), requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exceptions. Health and Safety Code 1597.055, as amended by SB 792, incorporates the immunization requirements into the qualifications of day care teachers and adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes any child care facility other than a family day care home, including infant centers, preschools, extended day care facilities, and school age child care centers.

~~Any person~~ **All persons** employed at a **licensed** district child care center and **any all** volunteers who provides care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If ~~a person meets~~ **they meet** all other requirements for employment or volunteering, as applicable, but needs additional time to obtain and

CHILD CARE AND DEVELOPMENT (continued)

provide ~~his/her~~ immunization records, ~~the person they~~ may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that ~~he/she has~~ **they have** been immunized as required. In addition, ~~each~~ employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.
2. In the case of the influenza vaccine, the person submits a written declaration ~~that he/she has declined~~ **declining** the vaccination.
3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

(cf. 1240 - Volunteer Assistance)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

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

In addition to the above immunization requirements, teachers employed in a **licensed** child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

Note: CDE contracts provide funding only for services to families who meet the criteria for subsidized services as specified in Education Code 8263. The district may also provide services to nonsubsidized families provided the district uses other funding sources or the families pay the full cost of services; see section on "Fees and Charges" below.

Pursuant to 5 CCR 18105, districts contracting with CDE to offer child care services are **mandated** to develop written admissions policies and procedures that conform to requirements of 22 CCR 101218, including criteria designating those children whose needs can be met by the child care center's program and services and the ages of children who will be accepted.

The following section should be revised to reflect the district's contract(s) with CDE.

CHILD CARE AND DEVELOPMENT (continued)

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's web site. The family's or child's eligibility must be certified by a person designated by the district.

Pursuant to Education Code 8263.1, as amended by AB 2626 (Ch. 945, Statutes of 2018), income eligibility is based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size, for purposes of establishing ongoing income eligibility after January 1, 2019 or initial eligibility after July 1, 2019.

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited.
2. The family has a need for child care based on either of the following:
 - a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; **are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate;** are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

~~Note: AB 982 (Ch. 567, Statutes of 2015) amended Education Code 8263 to expand the list of entities that can identify a child in need of subsidized child care to include a local educational agency liaison for homeless children and youth, a Head Start program, or a transitional shelter and to expand the list of children to be identified to include a homeless child.~~

- b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

Note: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the centralized eligibility list established in each county pursuant to Education Code 8499.5, such

CHILD CARE AND DEVELOPMENT (continued)

lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

Note: The following **optional** paragraph may be revised to reflect additional enrollment priorities or criteria established by the district, such as priority for district students, children of district students, or children of district employees; see the accompanying Board policy.

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

Note: 5 CCR 18094 and 18118 require the district to provide written notification to the parent/guardian as to whether **his/her the** application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

CHILD CARE AND DEVELOPMENT (continued)*(cf. 5145.6 - Parental Notifications)*

Note: Pursuant to Education Code 8263, as amended by AB 2626, effective July 1, 2019, a family that establishes initial or ongoing eligibility for services, regardless of the basis of eligibility, is entitled to receive those services for at least 12 months before being recertified for eligibility, except when an increase in income results in the family income exceeding the threshold for ongoing eligibility.

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)

Note: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below.

Subsequently, ~~†~~ The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination **made** during recertification or **the** update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that ~~he/she~~ **the service is** no longer **wanted** ~~wants the service~~
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

CHILD CARE AND DEVELOPMENT (continued)

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

Note: Education Code 8273 requires the Superintendent of Public Instruction (SPI) to establish a fee schedule for families using child care services through a CDE contract, including families who are eligible for subsidized child care services based on the criteria specified in item #1 in the section "Eligibility and Enrollment" above. See CDE Management Bulletin 14-03a.

Pursuant to 5 CCR 18109 and CDE's Frequently Asked Questions to Management Bulletin 14-03a, the district may charge a full-time, part-time, or "cost of care" fee calculated pursuant to 5 CCR 18109, whichever is less, depending on the number of hours that a child will receive services.

Education Code 8250 and 5 CCR 18110 prohibit districts from assessing fees for children enrolled in a program for severely disabled children or a federally based migrant program. Districts may revise the following paragraph to reflect any such program(s) offered by the district. Districts that offer only programs prohibited from charging fees may delete the following section.

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, ~~8273.2~~, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. ~~Any family whose child is receiving child care on the basis of being at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months, unless the family becomes eligible based on receipt of child protective services or certification of need by a county child welfare agency. The cumulative period of exemption for these purposes shall not exceed 12 months.~~ (Education Code 8273.1)

Note: Pursuant to Education Code 8273 and CDE Management Bulletin 14-03a, family fees must be assessed at initial enrollment and reassessed at recertification or when the family data file is updated due to a change in status.

CHILD CARE AND DEVELOPMENT (continued)

Pursuant to 5 CCR 18114, districts contracting with CDE to offer child care services are **mandated** to adopt a policy for the collection of fees in advance of providing services, as provided below. 5 CCR 18114 contains an alternative definition of delinquency for alternative payment programs offered pursuant to Education Code 8220-8224.

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent.

If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

Note: The following paragraph is for use by districts that contract with CDE to offer child care services and wish to require parents/guardians to provide diapers and/or to pay the costs of field trips (unless the program is exempt from fees), and may be modified to delete diapers as appropriate for the age of the children served. Education Code 8273.3 **mandates** that such districts have a written policy which includes parents/guardians in the decision-making process. Pursuant to Education Code 8273.3, the fees cannot exceed \$25 per child in the contract year.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment

Note: Education Code 8263.3 specifies the order by which families must be disenrolled from child care and development services when funding levels are reduced. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122, but only on the grounds that the factors used to determine the family's disenrollment are incorrect. See section "Rights of Parents/Guardians" below.

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first.

CHILD CARE AND DEVELOPMENT (continued)

After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.

3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

Health Examination and Information

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within ~~30 days~~ **six weeks** of enrollment. (Education Code 8263)

~~(cf. 5141.3 - Health Examinations)~~

~~(cf. 5141.31 - Immunizations)~~

Note: Education Code 8263 provides that the physical examination and evaluation, including immunizations, required of children enrolling in a child care center may be waived if a parent/guardian submits a letter stating that such examination is contrary to ~~his/her~~ **the parent/guardian's** religious beliefs. However, Health and Safety Code 120335, ~~as amended by SB 277 (Ch. 35, Statutes of 2015)~~, eliminated the personal beliefs exemption for immunization requirements unless the parent/guardian files a letter or affidavit prior to January 1, 2016 or a licensed physician indicates that a student should be exempted for medical reasons. An exemption granted for personal beliefs is only effective until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12). See BP/AR 5141.31 - Immunizations.

~~A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within 30 days of enrollment. (Education Code 8263)~~

The requirement for a physical examination and evaluation ~~may~~ **shall** be waived if a parent/guardian submits a letter stating that such examination is contrary to ~~his/her~~ **the parent/guardian's** religious beliefs. (Education Code 8263)

However, a A child may be exempted from the immunization requirements only if: (Education Code 8263; Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.
2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to ~~his/her~~ **the parent/guardian's** personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

~~(cf. 5141.22 - Infectious Diseases)~~

~~(cf. 5141.3 - Health Examinations)~~

~~(cf. 5141.31 - Immunizations)~~

CHILD CARE AND DEVELOPMENT (continued)

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)

(cf. 5141.22 - Infectious Diseases)

Note: Health and Safety Code 1596.7996, as added by AB 2370 (Ch. 676, Statutes of 2018), requires licensed child care programs to provide parents/guardians of enrolled children with a flyer developed by CDSS in conjunction with the California Department of Public Health, which contains specified information regarding lead exposure and blood testing. The flyer is available on the CDSS web site.

Pursuant to Health and Safety Code 1597.16, as added by AB 2370, a licensed child care center located in a building constructed before January 1, 2010 will be required to have its drinking water tested for lead contamination levels between January 1, 2020 and January 1, 2023, and every five years after the date of the initial test. At that time the child care center must notify parents/guardians of enrolled children of the requirement to test the drinking water and of the test results.

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)
2. Family emergency (Education Code 8208)

Note: Pursuant to 5 CCR 18066, districts contracting with CDE to offer child care services are **mandated to adopt policies delineating circumstances constituting an excused absence for a family emergency. The following paragraph may be revised to reflect district practice.**

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

CHILD CARE AND DEVELOPMENT (continued)

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)
4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

Note: 5 CCR 18066 **mandates** a policy that delineates circumstances constituting an excused absence "in the best interest of the child." The following paragraph may be revised to reflect district practice.

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Note: 5 CCR 18066 **mandates** that providers adopt a policy governing unexcused absences which may include reasonable limitations, if any. The following paragraph may be revised to reflect district practice.

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the **child's** parents/guardians. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

Note: The following two paragraphs are **is** for use by districts that operate one or more licensed child care centers (see "Licensing" section above), but may be used by license-exempt providers.

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of **his/her the** rights **as** specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

CHILD CARE AND DEVELOPMENT (continued)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

Note: The remainder of this section is for use by all districts and applies to licensed and unlicensed child care programs.

In addition, if a parent/guardian disagrees with any district action to deny **his/her a** child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, **he/she the parent/guardian** may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, **he/she the parent/guardian** may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

Records

Note: CDE contracts require the district to submit data on both subsidized and nonsubsidized families served by child care centers. In addition, the district is required to provide monthly reports, through CDE's online management information system, regarding any families receiving subsidized services during that month.

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by CDE.

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(7/15 10/16) 3/19

CSBA Sample Board Bylaw

Board Bylaws

BB 9323.2(a)

ACTIONS BY THE BOARD

Note: Pursuant to Education Code 35164, a majority vote of all members of the Governing Board is necessary for an item to carry, even in those cases where some members are absent. Thus, for districts with a five-member board, an item will pass with three votes, even if only three members are present or there is a vacancy. Education Code 35165 details the effect of a vacancy in districts with a seven-member board. For language regarding vote requirements when a board member abstains, see BB 9323 - Meeting Conduct.

The law specifies certain board actions as requiring more than a majority vote; see E(1) 9323.2 for a ~~specific~~ list of such actions.

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9012 - Board Member Electronic Communications)

(cf. 9200 - Limits of Board Member Authority)

Note: ~~In some instances, the law requires that a hearing be conducted before the Board takes action on an item (e.g., before adopting the district's budget or expelling a student). Notice and other requirements for hearings may be more extensive than those for regular or special meetings and will depend upon the specific requirements in applicable statutes.~~

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

ACTIONS BY THE BOARD (continued)**Action on Non-Agenda Items**

Note: The Brown Act (Government Code 54950-54963) generally prohibits any action or discussion of items not on the posted agenda. However, Government Code 54954.2 provides for three specific and narrow situations in which the Board can act on an item not on the agenda, as specified below. Board members may also briefly respond to questions raised by members of the public concerning items not on the agenda; see BB 9323 - Meeting Conduct.

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Challenging Board Actions

Note: Government Code 54960 grants authority to the district attorney or any interested person to file a civil action asking the court to order the Board to stop or prevent Brown Act violations specified below. The Board should ~~be careful to~~ respond to legal challenges to its actions and consult legal counsel when necessary. Pursuant to Government Code 54960.5, a court may award court costs and reasonable attorney's fees to a plaintiff who successfully invalidates a Board action in violation of the Brown Act or successfully enforces one of the Brown Act's civil remedies provided in Government Code 54960-54960.2.

The district attorney's office or any interested person may file an action in court ~~to~~ **for the purpose of: (Government Code 54960, 54960.2)**

1. **Stopping** or **preventing** the Board's violation or ~~threats of~~ **threatened** violations of the Brown Act;
2. ~~to~~ **determining** the applicability of the Brown Act to ongoing or future threatened Board actions;

ACTIONS BY THE BOARD (continued)

3. ~~In addition, the district attorney's office or any interested party may file an action in court to determine~~ **Determining** the applicability of the Brown Act to ~~any a past Board action of the Board that is not specified in Government Code 54960.1, under the following conditions provided that:~~

a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

Note: Pursuant to Government Code 54960.2, the Board may respond within 30 days of receiving the cease and desist letter. If the Board decides to respond to the letter with an unconditional commitment to desist from repeating the past action, the unconditional commitment is required to be substantially in the same form provided in Government Code 54960.2 and to be approved in an open session of the Board's regular or special meeting. For a sample unconditional commitment letter, see E(2) 9323.2.

b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

c. **The action is brought within the time required by Government Code 54960.2.**

4. ~~to determine~~ **Determining** the validity, under **California state** or federal law, of any Board rule or action ~~to which penalizes~~ any of its members or otherwise discourages **their** member's expression, ~~or~~

5. ~~to compel~~ **Compelling** the Board to audio record its closed sessions because of **a court's finding of the Board's its** violation of any applicable Government Code provision: ~~(Government Code 54960)~~

Note: Pursuant to Government Code 54960.1, the district attorney's office or any interested person may file a lawsuit to invalidate (i.e., declare null and void) actions that violate specific provisions of the Brown Act listed in Government Code 54960.1 and specified below. However, even when the action may normally be subject to invalidation, Government Code 54960.1 provides that in certain circumstances (e.g., when there has been substantial compliance with the Brown Act or the Board ~~created a contractual obligation~~ **action resulted in a contract with a party who detrimentally relied on the action in good faith and without notice of a challenge to its validity), the action may not be invalidated.**

Before seeking court action, the person who believes a violation occurred must send a written demand to the Board to "cure or correct" the action as specified below. Because the laws regarding these provisions are complex, it is recommended that the district consult with legal counsel upon receipt of a "cure and correct" demand.

ACTIONS BY THE BOARD (continued)

The district attorney or any interested person may ~~present a demand that the Board cure and correct a Board action which he/she alleges is~~ **file an action in court to nullify a Board action which is alleged to be** in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a ~~Any~~ demand to "cure and correct" ~~an~~ **the** alleged violation. **The demand** shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day ~~review~~ period, its inaction shall be considered a decision not to cure or correct the **challenged** action.

Note: Pursuant to Government Code 54960, as amended by SB 1003 (Ch. 732, Statutes of 2012), past Board actions that occur on or after January 1, 2013 but which are not specified in Government Code 54960.1 may also be challenged. However, prior to commencing such an action, the district attorney or other interested person must comply with the requirements specified in Government Code 54960.2, as added by SB 1003, including sending a cease and desist letter to the Board within nine months of the alleged violation.

ACTIONS BY THE BOARD (continued)

In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)

1. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

Note: Pursuant to Government Code 54960.2, the Board may respond within 30 days of receiving the cease and desist letter. If the Board decides to respond to the letter with an unconditional commitment to desist from repeating the past action, the unconditional commitment is required to be substantially in the same form provided in Government Code 54960.2 and to be approved in an open session of the Board's regular or special meeting. For a sample unconditional commitment letter, see E(2) 9323.2.

2. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

Legal Reference: (see next page)

ACTIONS BY THE BOARD (continued)

Legal Reference:

EDUCATION CODE

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for nondistrict purposes

17510-~~17511~~17512 **Leasing for production of gas, r**Resolution requiring unanimous vote **of all members constituting board**

17546 Private sale of personal property

17556-17561 Dedication of real property

35140-35149 Meetings

35160-35178.4 Powers and duties

48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE

425.16 Special motion to strike in connection with a public issue

1245.240 Eminent domain vote requirements

1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE

53090-53097.5 Regulation of local agencies by counties and cities

53724 Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing

53850-53858 Temporary borrowing

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

54952.6 Action taken, definition

54953 Meetings to be open and public; attendance; **prohibition against** secret ballots

54960-54960.5 Actions to prevent violations

65352.2 Coordination with planning agency

PUBLIC CONTRACT CODE

3400 Bid specifications

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20113 Emergencies, award of contracts without bids

20114 Repairs, maintenance, and improvements to district facilities by day labor or force account

22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance

22035 Repair or replacement of facilities in case of emergency

22050 Emergency contracting procedures

COURT DECISIONS

Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313

McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310

Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672

Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Management Resources: (see next page)

ACTIONS BY THE BOARD (continued)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

*Open and Public IV: A Guide to the Ralph M. Brown Act **2nd Edition, rev. July 2010** ~~2007~~*

WEB SITES

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

~~California Attorney General's Office: <http://www.oag.ca.gov>~~

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

Office of the Attorney General: <http://www.oag.ca.gov>

CSBA Sample Exhibit

Board Bylaws

E(1) 9323.2(a)

ACTIONS BY THE BOARD

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Note: The following exhibit lists some of the Governing Board actions that require more than a simple majority vote. Other such actions may exist and may be identified in the future.

Actions Requiring a Two-Thirds Vote of the Board:

Note: For an action requiring a two-thirds vote to pass, a three-member board will need two board members to vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need five board members to vote in favor of the item.

1. Resolution declaring **the Governing Board's** intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring **the Board's** intent ~~of Governing Board~~ to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

Note: Item #5 below is different from temporary borrowing pursuant to Government Code 53850-53858 which requires only a majority vote of the Board.

5. Request for temporary borrowing ~~pursuant to Government Code 53820-53833,~~ **of funds needed for immediate requirements of the district** to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

ACTIONS BY THE BOARD (continued)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8, **action and seeks** to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district **is organized to serve only grades K-8**, has an average daily attendance (ADA) of 2,500 or less, **or desires to operate a community day school to serve any of grades K-6 (and no higher grades)** and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

- ~~9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

- ~~10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

- ~~11.9.~~ Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

- ~~12.10.~~ Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

- ~~13.11.~~ Resolution to place a parcel tax on the ballot (Government Code 53724)

Note: Code of Civil Procedure 1245.240 requires that, prior to commencing an eminent domain action, the Board adopt a resolution of necessity approved by a two-thirds vote of the Board unless a greater vote is required by statute, charter, or ordinance. In addition, if the Board desires to use the property for a different purpose than stated in the resolution of necessity, then pursuant to Code of Civil Procedure 1245.245, the Board must adopt, by two-thirds vote, another resolution authorizing the different use unless a greater vote is required by statute, charter, or ordinance.

ACTIONS BY THE BOARD (continued)

14.12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

Note: For an action requiring a four-fifths vote to pass, a three-member board will need a unanimous vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need six board members to vote in favor of the item.

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

ACTIONS BY THE BOARD (continued)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

Note: Item #5 is for use by districts governed by a five-member or seven-member board.

5. **When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)**

Note: AB 2249 (Ch. 169, Statutes of 2018) amended Public Contract Code 22034 to change the thresholds for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act, thereby increasing the amount requiring board resolution, as provided in item #6.

- ~~5.6.~~ Resolution to award a contract for a public works project at \$~~187,500~~ **212,500** or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$~~175,000~~ **200,000** or less, all bids received are in excess of \$~~175,000~~ **200,000**, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a ~~community~~ lease **of district property** for extraction **and taking** of gas **not associated with oil** (Education Code 17510-17511)

ACTIONS BY THE BOARD (continued)

2. **Authorization of the use of day labor or force account, or w**Waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists **requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property,** and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property ~~in the local dump~~ or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(5/16 10/16) 3/19

CSBA Sample Exhibit

Board Bylaws

E(2) 9323.2

ACTIONS BY THE BOARD

UNCONDITIONAL COMMITMENT LETTER

Note: Government Code 54960, as amended by SB 1003 (Ch. 732, Statutes of 2012), authorizes the district attorney or other interested person to file an action in court to determine the applicability of the Ralph M. Brown Act to any past Governing Board action which is not specified in Government Code 54960.1 and which occurs on or after January 1, 2013; see the accompanying administrative regulation board bylaw. Pursuant to Government Code 54960.2, prior to commencing such an action the district attorney or other interested person must send a cease and desist letter to the Board within nine months of the alleged violation. Within 30 days of receiving the cease and desist letter, the Board may respond by sending an unconditional commitment, substantially in the same form provided in Government Code 54960.2, to desist from repeating the past action. If the Board so responds, the district attorney or other interested person may not file an action in court. The following exhibit presents a sample unconditional commitment letter.

To: *(Name of district attorney or any interested person)*

The Governing Board of *(name of school district)* has received your cease and desist letter dated *(date)* alleging that the following ~~described~~ past action taken by the Board violates the Ralph M. Brown Act: *(Describe alleged past action as set forth in the cease and desist letter.)*

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

(Name)
(Title of Board President or other designee)

(11/12) 3/19

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: Tuesday, June 11, 2019

Attachments: X

From: Bonnie Kauzlarich, Director of Personnel

Item Number: 12

Type of item: (Action, Consent Action or Information Only) Action

SUBJECT:

Request for approval of "declaration of need for fully qualified educators" for the 2019-20 school year.

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 AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the Declaration of need for fully qualified educators for the 2019-20 school year.

Time allocated: 2 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: 2019-2020

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 / 11 / 2019 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, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

Bonnie Kauzlarich

Director of Personnel

Name

Signature

Title

707-374-2995

707-374-1714

June 11, 2019

Fax Number

Telephone Number

Date

445 Montezuma Street, Rio Vista, CA 94571

Mailing Address

bkauz@rdusd.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		
EMail 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	
TOTAL	2

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

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, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 13

Type of item: (Action, Consent Action or Information Only): Action

SUBJECT:

Selection of Sodexo as Food Services Management Contractor for FY 2019-20

BACKGROUND:

Under provisions of State and Federal law governing school food services, contracts for Management of Food Service Programs must be publicly bid at least every five years.

The Board approved the RFP prepared by staff based on guidance from California Department of Education, which issued its approval of the RFP in April 2019.

Public notices were published in the Sacramento Bee inviting interested parties to request copies of the RFP. District staff sent copies of the RFP to three firms know to be active in food services management for public school districts.

A mandatory tour of the district sites was held April 17, 2019. Three prospective vendors participated. Proposal deadline per the RFP was May 10, 2019.

STATUS:

A District panel reviewed and evaluated proposals. Panel members were: Teacher on Special Assignment, Stephen Wright; CTE Coordinator, Jennifer Kitchens; Executive Assistant to the Superintendent, Jennifer Gaston; and Chief Business Officer, Elizabeth Keema-Aston.

After participating in the mandatory tour of the districts sites Chartwell's and Revolution Foods declined to submit a proposal. The remaining proposal for Sodexo was reviewed and scored by the panel. A copy of Sodexo's proposal is attached for reference

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES:

Fees to be paid from revenues received in the Cafeteria Fund for meals served. Possible contribution from General Fund may be required at year end.

RECOMMENDATION:

That the Board approves Sodexo as the Food Service Management Contractor for FY 2019-20.

Time allocated: 5 minutes

Model Fixed-Price Contract
For
FOOD SERVICE MANAGEMENT COMPANY

River Delta Unified School District
FOOD SERVICE PROGRAM



445 Montezuma Street
Rio Vista, CA 94571

(707) 374-1700 Phone

(707) 374-2995 Fax

Model Fixed-Price Contract

Table of Contents

CONTRACT SUMMARY	1
MODEL FIXED-PRICE CONTRACT	2
I. Introduction	2
II. General Terms and Conditions	2
III. Relationship of the Parties	10
IV. Food Service Program	11
V. U.S. Department of Agriculture Foods	13
VI. Meal Responsibilities	16
VII. Food Service Management Company Employees	16
VIII. Books and Records	17
IX. Monitoring and Compliance	18
X. Equipment, Facilities, Inventory, and Storage	19
XI. Certifications	20
XII. Insurance	21
XIII. Termination	22
SCOPE OF WORK	23
SCHEDULE OF FEES	29

Contract Summary

FOOD SERVICES CONTRACT	CONTRACT NUMBER FSMC 2019
	REGISTRATION NUMBER

1 This contract is entered into between the school food authority and the food service management company named below:

SCHOOL FOOD AUTHORITY NAME

River Delta Unified School District

FOOD SERVICE MANAGEMENT COMPANY NAME

Sodexo America LLC

2 **The term of this Contract is for one year, commencing on** July 1, 2019 **and ending on** June 30, 2020

3 The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served **\$534,060.25**

4 The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.

Request for Proposal Released	April 10, 2019
Contractor Proposal Received	May 10, 2019
Attached Terms and Conditions	Page 2-22
Exhibit A: Scope of Work	Page 23-28
Exhibit B: Schedule of Fees	Page 29

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

FOOD SERVICE MANAGEMENT COMPANY		<i>California Department of Education Use Only</i>
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)		
Sodexo America LLC		
BY (Authorized Signature)	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Leslie Milinkovich, Senior Vice President		
ADDRESS		
9801 Washingtonian Blvd. Gaithersburg, MD, 20878		
SCHOOL FOOD AUTHORITY		<input type="checkbox"/> Exempt per:
NAME of SFA		
River Delta Unified School District		
BY (Authorized Signature)	DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Elizabeth Keema-Aston, Chief Business Officer		

Model Fixed-Price Contract

I. Introduction

The River Delta Unified School District, hereinafter referred to as the school food authority (SFA), enters into this Contract with Sodexo, hereinafter referred to as the food service management company (FSMC) to provide food service management assistance for the SFA’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on July 1, 2019 and continue through June 30, 2020. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7, *Code of Federal Regulations* [7 CFR], Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Elizabeth Keema-Aston		Name: Scott Hoyle	
Title: Chief Business Officer		Title: District Manager	
Phone: (707) 374-1700	Cell Phone:	Phone: 209-349-2743	Cell Phone:
Fax (707) 374-2995	E-mail: ekaston@rdusd.org	Fax: 209-812-1856	E-mail: Scott.hoyle@sodexo.com

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name: Elizabeth Keema-Aston	Name: Leslie Milinkovich
Title: Chief Business Officer	Title: Senior Vice President
Address: 445 Montezuma St., Rio Vista, CA 94571	Address: 9801 Washingtonian Blvd. Gaithersburg, MD, 20878

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations (7 CFR)*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, *Code of Federal Regulations [2 CFR]*, sections 200 & 400).

2. Payment Terms

The FSMC shall submit monthly invoices by the 10th of the following month that reflect all activity for the previous calendar month. The FSMC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and must be allowable costs consistent with the cost principles in 2 *CFR*, parts 200 or 400, as applicable. The SFA will pay invoices submitted by the FSMC within 45 calendar days of the invoice date. The SFA will pay invoices received by its accounting department by the 30th of the month, if the invoices pass the SFA's audit (7 *CFR*, sections 210.14[a] 210.19[a], 210.21[c][3]). The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA (7 *CFR*, sections 210.19[a][1], 210.14[a], 210.21[f]).

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund). The SFA will not pay unallowable expenses from the SFA's cafeteria fund (2 *CFR*, Section 200.449).

4. Spoiled or Unwholesome Food

The SFA shall make no payment to the FSMC for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not

meet detailed food component specifications as developed by the SFA for the meal pattern, or does not otherwise meet the requirements of this Contract (7 *CFR*, Section 210.16[c][3]).

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home, West Region (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19 [a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract (2 *CFR*, Section 200.324 [b][5]):

- The addition of a program
- A major shift in responsibilities for FSMC/SFA staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (2 *CFR*, Section 200.324 [b][4])

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible

K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal

- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant (7 *CFR*, Section 200.315)
- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (2 *CFR*, Section 200.315[B])

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Penalties

For the breach of the Contract and associated benefits:

Costs resulting from the SFA's violations, alleged violations of, or failure to comply with, Federal, State, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

R. Sanctions

If the FSMC fails to perform the contract terms:

1. FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance,
2. Continued nonperformance will result in termination of this contract
3. FSMC may be prohibited from bidding on future contracts with the SFA

S. Breach of Contract

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

T. Small and Minority Businesses - Prime Contractors and Subcontractors

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (2 *CFR*, Part 200.321[a][b][1-6])

U. The FSMC shall comply with the provisions referenced in Appendix II to 2 *CFR* Part 200, which include but are not limited to:

- a) Equal Employment Opportunity (for contracts in excess of \$10,000)
- b) Davis Bacon Act (for construction contracts in excess of \$2,000)
- c) Rights to Inventions Made Under a Contract or Agreement (if applicable)
- d) Byrd Anti-Lobbying Amendment [31 U.S.C. 1352] (Appendix II to 2 *CFR*, Part 200 (for contracts worth \$100,000 or more])

V. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market

- Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d).
 4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

W. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities (2 *CFR*, Section 210.23[b])

X. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with 2 *CFR*, Part 200, 7 *CFR*, parts 210 (NSLP), 220 (SBP), 225 (SFSP), 226 (CACFP), 245 (Determining Eligibility for Free and Reduced Price Meals) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction, USDA FNS

Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

Y. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

Z. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

III. Relationship of the Parties

- A.** The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (*EC Section 45103.5*).
- B.** Where the SFA is a public-school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS), At-Risk Snack and At-Risk Supper Program, Child and Adult Care Food Program and Seamless Summer Feeding Program under the NSLP (*EC Section 45103.5*).
- C.** All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.
- D.** The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not

limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA shall retain control of the quality, extent, and general nature of the food service program and establish all program and nonprogram meal and a la carte prices (7 *CFR*, sections 210.09(b)(1) and 210.16[a]).
3. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).
4. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR*, Section 210.8[a][1]).
5. The SFA shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]).
6. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).

7. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR*, Section 210.16[a][5]).
8. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR* Section 210.21).
9. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
10. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (*EC* Section 49558 and 7 *CFR*, Section 245.6).
11. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).
12. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided.
13. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* Section 49558 and 7 *CFR*, Section 245.7).
14. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6a).
15. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).
16. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met at an SFA facility (7 *CFR*, Section 210.16[a][7]). Meals are prepared by the SFA, on-site.

V. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The Food Service Management Company (FSMC) must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo [SP 38-2017](#)).
2. The FSMC must notify the SFA in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:
 - a. Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - b. Why competitive bids reveal the cost of domestic product are significantly higher [10%] than the nondomestic product.

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American requirement prior to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an onsite administrative review and an offsite procurement review.
2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring

FSMCs to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).
2. In accordance with 7 *CFR* Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:
 - a. The FSMC must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Food value of processed end products to the SFA (7 *CFR*, Section 250.51[a])
 - b. The FSMC shall account for the full value of USDA Foods (7 *CFR*, Section 250.51) by:
 - i) Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year that the USDA Foods are received by the SFA. This listing is available from the USDA Food Distribution Web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>
3. The FSMC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR*, Section 250.50(d)(2), (3), and (4), and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.
4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).
6. According to 7 *CFR*, Section 250.53(a)(7), the FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products.
7. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR* Part 250.
8. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods (7 *CFR*, Section 250.53[a][9]).
9. The distributing agency, subdistributing agency, the CDE, SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods (7 *CFR*, Section 250.53[a][10]).
10. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR*, Section 250.54(b).
11. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods (7 *CFR*, Section 250.53[a][12]).

B. School Food Authority Responsibilities

1. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).
2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).

3. The SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR*, sections 250.54(a) and (c).
4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VII. Meal Responsibilities

B. The SFA shall:

1. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program (7 *CFR*, Section 210.16[a]).
2. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, Part 210.
3. Retain sole control of the preparation, delivery, and service of meals.

VIII. Food Service Management Company Employees

- A.** The FSMC shall only place employees for work in the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following Web page:
http://www.fns.usda.gov/sites/default/files/cn/pofstandards_flyer.pdf.

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

- A.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

- B.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA two calendar weeks prior to the commencement of operation.
- C.** The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- D.** The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all its employees engaged in the performance of this Contract.
- E.** The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- F.** The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

- A.** The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).
- B.** The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as

required for resolution of issues raised by the audit (7 *CFR*, Section 210.9(b)(17) and 2 *CFR*, Section 200.336[a]).

- C. The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.
- D. The SFA and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the Contract for the purpose of making any audit, examination, excerpts, and transcriptions (2 *CFR*, Section 200.336[a]).

X. **Monitoring and Compliance**

- A. The SFA shall monitor the food service operation through periodic on-site visits to develop recommendations for improvement of the food service program
- B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR*, Section 210.8(a). At a minimum, these internal controls shall include all of the following:
 - An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR*, Section 210.8[a][1])
 - Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
 - A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

XI. Equipment, Facilities, Inventory, and Storage

- A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises. Meals are prepared by the SFA on-site.
- B. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C. The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.
- D. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- E. Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- F. All USDA Foods shall remain with the SFA (7 CFR, Section 210.16[a][6]).
- G. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

- A.** The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*, Part 200 and 7 *CFR*, parts 210, 215, 220, 225, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued, including:
- A. Section 306 of Clean Air Act (42 *U.S.C.* 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - B. Section 508 of the Clean Water Act (33 *U.S.C.* 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - C. Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - D. Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities
- D.** Debarment Certification
- The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

F. Energy Policy and Conservation Act:

<http://legcounsel.house.gov/Comps/EPCA.pdf>.

The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. Contract Work Hours and Safety Standards Act Compliance:

<http://www.dol.gov/compliance/laws/comp-cwhssa.htm>.

FSMC will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standard Act.

XIII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the

exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIV. Termination

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR*, Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, Section 210.16[d]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period (2 *CFR*, Section 200.339[a][3]). This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Part 200). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under 2 *CFR*, Part 200, Appendix II(B). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Scope of Work

1. Overview of River Delta Unified School District Food Service Program

- A. Scale the SFA employs 10 people who provide food service to approximately 2368 children at 10 schools in this rural district located in the Sacramento River Delta. The food service prepares approximately 290,000 meals annually.
- B. Financial Goals. The financial goals of the SFA are to run at least a break-even or better food service program that maintains a level of reserve that will cover the cost of capital expenditures as they arise. An additional goal of the SFA is to maintain reasonable competitive prices in the program.
- C. Management Goals. The SFA expects the FSMC to provide consulting and management assistance to the SFA in running an efficient and effective food service department, including consultation to assist the SFA to increase meal participation and educating students and families about the importance of eating healthy foods. FSMC will provide procurement, inventory management, and menu planning assistance. The SFA expects that FSCM menu planning assistance will adhere to the National School Lunch Program and School Breakfast Program for meals to be 'reimbursable'.
- D. Food Quality. The SFA expects the FSMC to demonstrate the ability to incorporate scratch cooking, where feasible, and reduce the use of processed foods.
- E. Food Service Office and Staff. Three District Office full time employees work a percentage of their time in support of the Food Service Program. The District Chief Business Officer is responsible for management of the Food Service Program.
- F. National School Lunch Program and School Breakfast Program. (Provide specific information, as applicable, regarding reimbursable meals or snacks.)

Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	PreK-12	2368	844	207	545	93
School Breakfast Program (SBP)	PreK-12	2368	464	92	320	53
NSLP Afterschool Meal Supplements (AMS) (Snacks)	K-6	900	103	0	103	0

Seamless Summer Feeding Option (SSFO)	PreK-12	300	292	0	292	0
Child and Adult Care Food Program (CACFP)	K-6	482	221	0	221	0

*These numbers are based on full enrollment as of October 31 for the 2018-19 school year. There is no guarantee these numbers will be met.

School Name	Grades	Enrollment	Free	Reduced	Paid
Bates Elementary	K-6	127	77	23	27
Clarksburg Middle School	7-9	282	116	29	137
DH White Elementary	K-5	380	181	28	171
Delta Charter	K-6	418	91	19	308
Delta High	10-12	193	83	23	87
Isleton	Prek-6	186	96	24	66
Mokelumne High	9-12	15	10	1	4
Rio Vista High	9-12	420	175	26	219
Community Day School		3	2	1	0
Riverview Middle	6-8	238	105	15	118
Walnut Grove	K-6	169	133	5	31

Source is for 10/1/18 thru 10/31/18 meal participation from POS. There is no guarantee these numbers will be met.

2. Description of FSMC Responsibilities

General: under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following: Consulting and management assistance to the SFA in running an efficient and effective food service department, including consultation to assist the SFA to increase meal participation and educating students and families about the importance of eating healthy foods. FSCM will provide procurement, inventory management, and menu planning assistance. The FSMC shall on behalf of the SFA procure processed end products and act as an intermediary in passing the donated food value in processed end products on to the SFA. In addition, the FSMC will employ 1 qualified professional to represent the FSMC and provide a point of contact for delivery of service.

Responsibilities of the FSMC shall include:

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required

- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs

C. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable)

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities

D. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

E. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional/health certification, and consistent quality control both in production and service

F. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA

G. Education

Recommend actions or events to promote the nutrition education aspects of the food service program and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and/or the school board, upon request

H. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the 10th of each month (7 *CFR*, 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs

I. Point of Service

Provide and/or implement an accurate point of service meal/milk count; such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR*, Section 245.8

J. Contracting with Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

K. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR* 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products.** The Food Service Management Company (FSMC) must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
 - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.
 - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.
 - c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product.

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR, Part 200.

All costs are based on the average daily participation of 438 Breakfast and 825 Lunches in the district and 180 number of school days.

Cost per Meal

Note: Prices must **not** include values for USDA Foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	78,703	\$1.650	\$129,859.95
Lunch	148,492	\$1.849	\$274,561.70
Snacks	16,221	\$0.600	\$9,732.60
Seamless Summer Feeding Option	3,045	\$1.849	\$5,630.20
Child and Adult Care Food Program Supper	43,539	\$2.200	\$95,785.80
Non-reimbursable Meals @\$3.00	10,000	\$1.849	\$18,490.00
TOTAL	300,000	\$1.780	\$534,060.25

*Units to be provided by SFA

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X_____

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 14_____

Type of item: (Action, Consent Action or Information Only): Action_____

SUBJECT:

Three year contract with Datapath for Technology support for fiscal year 2019-20 through 2021-22.

BACKGROUND:

The district has been contracting with Datapath for Technology services and support since 2012-13. Management wishes to continue working with them for services and support. This year, 2018-19, the district added 236 Chromebooks increasing inventory by over 20%.

STATUS:

This is a three year contract with annual increases of 3%. The number of Chromebooks and devices increases every year as we move closer to a 1 to 1 ratio thus increasing the management level.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: **N/A**

COST AND FUNDING SOURCES: N/A

Fiscal Year 2019-20 will cost \$137,796 with 3% increases annual through 2021-22. Services will be paid through Unrestricted General Fund with a small portion thru Fund 11, Adult Ed.

RECOMMENDATION:

That the Board approve the three-year contract with Datapath for Technology Services and Support.

Time allocated: 5 minutes



STATEMENT OF WORK #3

This Statement of Work #3 is entered into by Data Path, Inc. (“**Consultant**”), and River Delta USD (“**Customer**”) pursuant to that certain Professional Services Agreement between the parties, dated as of July 1, 2019 (“**Agreement**”). This Statement of Work shall have no effect separate and apart from the Agreement, and all capitalized terms used herein without definition will have the same meanings as specified therefor in the Agreement. Consultant and Customer agree as follows:

Deliverables:

Tools

- Advanced Trouble Ticket System
- Client Portal, Analytics & Reports
- Discovery with Reporting
- Centralized Documentation Platform
- Remote Control Agents with Patch Management
- Network Monitoring
- Server and virtualization monitoring

IT Procurement

- Consultant Procurement Department and Vendor Relationships to realize Discounts on Hardware Purchases
- End User Device Recommendations
- Warranty Management
- Preferred Vendor Partnerships
- Consultant to Assist with Third Party Contract Services (Erate, NASPO, MHEC, etc)

Technology Management - Daily

- Emergency After Hours Support for Critical Business Systems
- Extended Non-Critical Service Hours (7:00am – 6:00pm)
- Management of Recurring Renewals
- Monitoring, Alerting & Maintenance
- Vendor Review and Facilitation

Strategic Planning – To be Scheduled Bi-Annually Based on Availability

- Infrastructure Review by Sr. Engineer & Entire Technical Team
- Infrastructure Review with EDU Account Manager
- Device Forecasting (Refresh Scheduling)
- E-Rate Planning and Guidance (Working with Customer E-Rate internal team and/or Customer E-Rate Consultant)
- Planning, Budgeting, Technology Reviews and Strategic Alliance with District Goals and Initiatives
- Attendance at District Management and Technology Meetings as Required

Support (Infrastructure)

- Network
- Backups
- Servers
- Virtualization
- Wireless (Student Device load balancing and network access)
- Discounted Rate of \$150/hr for Projects Requiring Major Changes or Additions to the existing Infrastructure (i.e. new wireless systems, phone systems, network infrastructure upgrades, etc.)

Help Desk (End User Support)

- Mobile Devices (Laptops, Smart Phones, and Tablets)
- Peripherals
- Printers
- Consultant will provide an average of 40 hours of onsite support per week
- Pre-testing assessment and validation (SBAC, MAPS, etc.)



Exclusions:

- Consultant is not responsible for disposal of any e-waste.
- Consultant WILL NOT be responsible for the mounting of physical equipment such as projectors, ceiling tiles, wireless access points and cameras. Contractor WILL work with District Staff, outside contractors or whoever the Customer deems appropriate to ensure equipment is mounted properly.
- Consultant WILL NOT perform any electrical work or the running of network cabling through walls, ceilings, conduit or over roofs.

Fees:

July 1, 2019 – June 30, 2020, \$11,483.00 per month with an annual 3% increase for each subsequent year thereafter.

Account Manager/Primary Contact

The account manager, currently assigned to Customer, is:

Orion Potts

EDU Account Manager

opotts@mydatapath.com

(209) 661-4714 – Direct Work #

(209) 568-6227 – Direct Cell # (Textable)

The Onsite Technician, currently assigned to Customer, is:

Gabriel Espinoza

EDU Support Technician

gespinoza@mydatapath.com

(209) 300-7343 – Direct Work #

(209) 481-7794 – Direct Cell # (Textable)

Term

This Statement of Work shall commence on July 1, 2019 and be effective through June 30, 2022. The statement of work will automatically renew for additional consecutive twelve (12) month periods unless either party notifies the other of its intent not to renew, in writing, at least thirty (30) days prior to the end of the then-current term.

This agreement shall be renewable for two (2), one (1) year increments with an annual increase of 3% per year.

CUSTOMER

RIVER DELTA UNIFIED SCHOOL DISTRICT

CONSULTANT

DATA PATH, INC.

BY: _____

BY: David Darmstandler

NAME: _____

NAME: DAVID DARMSTANDLER

TITLE: _____

TITLE: CO-FOUNDER

ADDRESS: 445 Montezuma Street

ADDRESS: 318 McHenry Ave

Rio Vista, CA 94571

Modesto, CA 95345



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is entered into as of this July 1, 2019 (“**Effective Date**”), by and among Data Path, Inc. (“**Datapath**”), a California Corporation, and River Delta Unified School District (“**Customer**”).

1. SERVICES.

1.1 Performance of Services. Datapath agrees to use commercially reasonable efforts to perform the services (“**Services**”) set forth in the statements of work agreed to by the parties in writing (“**SOW(s)**”). “**Services**” may include, without limitation, professional services and any of Datapath’s security monitoring services.

1.2 Personnel. Customer shall provide a suitable and safe work environment for Datapath employees and subcontractors (“**Personnel**”) while such Personnel are on Customer’s premises. While on Customer’s premises, Datapath’s Personnel shall comply with all reasonable security practices and procedures generally prescribed by Customer and provided reasonably in advance in writing. Datapath may replace or change its Personnel as required. For the term of this Agreement and for twelve (12) months thereafter, Customer agrees not to solicit or retain the services of any of Datapath’s Personnel and who performed Services in connection herewith. The foregoing shall not apply with respect to general advertisement, or generally available public solicitations, that are not specifically targeted at the applicable Personnel. In the event of a breach of the forgoing Customer will, within thirty (30) days, pay Datapath an amount equal to twenty-five percent (25%) of such Personnel’s first year salary at Customer.

1.3 Customer’s Obligations. Customer acknowledges that Customer’s timely provision of (and Datapath’s access to) Customer facilities, equipment, assistance, cooperation, and complete and accurate information and data from Customer’s officers, agents and employees (“**Cooperation**”) is essential to the performance of the Services and the provision of Support, and that Datapath shall not be liable for any deficiency in performing the Services or providing the Support if such deficiency results from Customer’s failure to provide full Cooperation as required hereunder. Cooperation includes, but is not limited to, designating a project manager to interface with Datapath during the course of the Services, allocating and engaging additional resources as may be required to assist Datapath in performing the Services or providing the Support. Customer will provide a safe work environment for Datapath’s Personnel.

2. PAYMENTS.

2.1 Fees and Expenses.

In consideration of the Services, Customer shall pay to Datapath the fees set forth in each SOW in accordance with the terms and conditions set forth therein. Customer will be responsible for Datapath expenses, and third-party costs, to the extent set forth in the SOW(s).

2.2 Payment Terms.

Unless otherwise specified in a SOW, Datapath shall submit to Customer, monthly, an invoice for all Services performed and expenses incurred during the prior month. All amounts payable by Customer hereunder shall be due and payable within thirty (30) days of the date of such invoice. Customer agrees to pay interest at the rate of one percent (1.0%) per month (or the maximum rate permitted by applicable law, whichever is less) for all amounts not paid within thirty (30) days from the date of the invoice therefor. If Customer disputes an invoice in good faith, it may withhold the disputed portion but shall pay the undisputed portion. No interest shall be incurred on any unpaid or adjusted invoice unless it is determined that Datapath is due all or a portion of the disputed amount. Interest shall be charged at a rate of one percent (1.0%) per month (or the maximum rate permitted by applicable law, whichever is less), on all amounts that were disputed and not paid, but were due to Datapath.

3. TERM; TERMINATION.

3.1 Term

This Agreement shall commence on the Effective Date and continue until terminated as set forth below. Each SOW will have a term set forth thereon and will automatically renew for consecutive terms of equal length to the initial term, unless either party provides the other party with notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

3.2 Termination

Either party may terminate this Agreement on thirty (30) days’ notice if there are no SOW’s in effect. In addition, in the event that either party shall fail to perform its obligations pursuant to this Agreement and such failure shall continue for a period of thirty (30) days, ten (10) days in the case of non-payment following written notice from the other party, (sufficiently detailing the breach and stating the intent to terminate), this Agreement may be terminated by the non-breaching party giving a notice of termination to the other party.

3.3 EFFECT OF TERMINATION

Termination of this agreement will terminate all SOW’s. The provisions of Sections 1.2, 2, 3, 4, 5 and 8 shall survive termination.



4. DELIVERABLES; CUSTOMER DATA.

Any deliverables provided by Datapath are provided solely for Customer’s internal use, during the term of this Agreement, for the purposes for which they are provided. Deliverables will not be disclosed to third parties. No intellectual property rights are assigned or transferred by Datapath in connection herewith. Any data provided by Customer to Datapath is non-exclusively licensed to Datapath solely as necessary to help perform the Services for Customer. Except as otherwise expressly provided herein, nothing in this Agreement shall be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights, and each party retains all right, title and interest in and to their respective technologies and other intellectual property rights.

5. WARRANTY DISCLAIMER

5.1 DATAPATH MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED HEREUNDER, WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HERE IN THIS ADDENDUM OR IN THE AGREEMENT. AS SUCH, DATAPATH WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS AND WILL CONFORM TO THE WRITTEN SPECIFICATIONS CONTAINED IN AN ORDER. THIS WARRANTY, WITH RESPECT TO SERVICES, WILL EXIST FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE THE SERVICES ARE COMPLETED AND ACCEPTED BY CUSTOMER.

CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR DATAPATH’S BREACH OF THIS EXPRESS WARRANTY, AS CONTAINED HEREIN, WILL BE TO HAVE DATAPATH PERFORM THE SERVICE AGAIN AT NO COST.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, THE SERVICES AND ANY RELATED EQUIPMENT, SOFTWARE AND OTHER MATERIALS, PROVIDED BY DATAPATH IN CONNECTION WITH THE SERVICES, ARE PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR ANY RESULTS TO BE ACHIEVED FROM THEIR USE.

5.2 DATAPATH MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY

RESULTS TO BE ACHIEVED THEREFROM, OR THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, OR ANY THIRD PARTY ACTION SUCH AS HACKING, OR ANY ACT OR OMISSION OF THE CUSTOMER, INCLUDING FAILURE TO ENCRYPT, AND, AS A RESULT DATAPATH CANNOT BE LIABLE, ACCESSORILY LIABLE, AND SHALL HAVE NO RESPONSIBILITY THEREFORE.

5.3 DATAPATH MAKES NO WARRANTIES THAT DATAPATH’S SECURITY RELATED SERVICES WILL IDENTIFY, PROTECT FROM OR OTHERWISE ADDRESS ANY AND ALL CYBER THREATS SUCH AS BUT NOT LIMITED TO: MALWARE, RANSOMWARE, DATA BREACHES, SQL INJECTION ATTACKS, DENIAL OF SERVICE ATTACKS.

6. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, CONSULTANT SHALL NOT BE LIABLE FOR ANY

- (I) INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, FOR LOSS OF INTERRUPTION OF THE BUSINESS, LOST DATA OR LOST PROFITS.
- (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO CONSULTANT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES OR
- (III) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES – IN EACH CASE, AS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, HOWEVER CAUSED, EVEN IF CONSULTANT HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. DATAPATH WILL HAVE NO LIABILITIES WITH RESPECT TO DAMAGES OR INJURIES CAUSED BY ANY FAILURE OF CONSULTANT’S SECURITY RELATED SERVICES TO IDENTIFY, PROTECT FROM OR OTHERWISE ADDRESS CYBER THREATS (SUCH AS MALWARE).

6.1 Contractual Statute of Limitations.

Except for actions for nonpayment, no action,



regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

6.2 Acknowledgment.

Customer acknowledges that the limitations of liability contained in this Section 6 are a fundamental part of the basis of Datapath's bargain hereunder, and Datapath would not enter into this Agreement absent such limitations.

7. CONFIDENTIALITY.

7.1 Confidential Information.

By this Agreement, the parties may have access to information that is considered confidential to either party ("**Confidential Information**"). For purposes of this Agreement, "Confidential Information" of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided to the other party. Confidential Information includes, without limitation, the terms and conditions of this Agreement; all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, customer, contracts and financial information or materials disclosed or otherwise provided by such party ("**Disclosing Party**") to the other party ("**Receiving Party**"). All pricing information, and information regarding performance of the Services (even if first generated by Customer) is Datapath's confidential information. Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party. Without limiting the generality of, and notwithstanding the exclusions described in, the foregoing, (i) Confidential Information of Datapath includes all Deliverables, including any portion thereof (in both object code and source code form), modifications and derivatives thereof, and information or materials derived therefrom, whether or not marked as such, and (ii) Confidential Information of both parties includes the terms and pricing under this Agreement.

7.2 Restrictions on Use.

The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Infor-

mation of the Disclosing Party only to those employees or agents who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

7.3 Exclusions.

Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (a) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (b) in confidence, to legal counsel; (c) in confidence, to accountants, banks, and financing sources and their advisors; and (d) in connection with the enforcement of this Agreement or any rights hereunder.

7.4 Equitable Relief.

Each party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.



7.5 Return of Materials.

Upon termination of this Agreement, each party (as Receiving Party) will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

8. GENERAL.

8.1 Integration and Severability.

This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.

8.2 Modification and Waiver.

No amendment or modification to this Agreement shall be valid or binding upon the parties unless in writing and signed by an officer of each party. No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

8.3 Non-Assignable.

Neither party may assign this agreement unless both parties agree in writing. Subject to the preceding sentence, this Agreement shall bind each party and its permitted successors and assigns.

8.4 Remedies.

All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

8.5 Notices.

Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by electronic facsimile (fax), delivered by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth after the signatures of this Agreement or to such other address as shall be given in accordance with this Section 8.5. If notice is given in person, by courier or by fax, it shall be effective upon receipt; if notice is given by overnight delivery service, it shall be effective two (2) business days after deposit with the delivery service; and if notice is given by mail, it shall be effective five (5) business days after deposit in the mail.

8.6 Force Majeure.

Except for Customer's payment obligations, both parties shall be excused from performance under this Agreement for any period to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

8.7 Construction.

The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

8.8 Counterparts.

This Agreement may be executed in several counterparts, all of which shall constitute one agreement.

8.9 Choice of Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. All disputes arising in



connection herewith are subject to the sole and exclusive jurisdiction of and venue in the courts located in Modesto, California and the parties hereby consent and submit to such jurisdiction and venue.

8.10 Relationship of Parties.

This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the effective date: July 1, 2019

CUSTOMER
RIVER DELTA UNIFIED SCHOOL DISTRICT

DATAPATH
DATA PATH, INC.

BY: _____

BY: David Darmstandler

NAME: _____

NAME: DAVID DARMSTANDLER

TITLE: _____

TITLE: CO-FOUNDER

ADDRESS: 445 Montezuma St.

ADDRESS: 318 McHenry Ave.

Rio Vista, CA 94571

Modesto, CA 95354

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: X_____

From: Don Beno, Superintendent

Item Number: 15._____

Type of item: (Action, Consent Action or Information Only): Action_____

SUBJECT:

Request to approve and adopt the 2018-19 Ratified Agreement with the River Delta School District Management and Other non-bargaining unit employees.

BACKGROUND:

The District and the River Delta Unified School District Management and Other non-bargaining unit employees have reached an agreement on the MOU, salary. This agreement will resolve all issues, which were discussed for the 2018-19 school year. (See attached).

STATUS:

PRESENTER:

Don Beno, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

The total cost of bargained agreements with District Management and Other Non-Bargaining unit employees will be approximately \$115,537

RECOMMENDATION:

Staff recommends that the Board approve the Agreement with Management and Non-bargaining unit members which closes negotiations for 2018-19

Time allocated: 5 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 11, 2019

Attachments: None

From: Don Beno, Superintendent

Item Number: 16

Type of item: (Action, Consent Action or Information Only): Action

SUBJECT:

Report of action in Closed Session regarding student discipline(s) including vote(s) on each individual case(s) and to approve suggested action – Case number 1819-210-004 [Education Code Sections 49070 (c) and 76232(c)]:

BACKGROUND:

The stipulated agreement for case #1819-210-004 was presented to the Board of Trustees of the River Delta Unified School District during Closed Session.

STATUS:

PRESENTER:

Don Beno, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Laura Uslan, Principal of Clarksburg Middle School

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board report out on the stipulated student expulsion case #1819-222-002 and render it's final decision

Time allocated: 2 minutes