

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:

Important Notice

Please note, the

June 9, 2020

River Delta Unified School District Board meeting will be held as a teleconference (Webinar); at the River Delta USD, District Office and will be closed to the public. Please see River Delta USD Meeting Logistics section below for options to view and participate in the meeting.

River Delta USD Board Meeting Logistics

Meeting will be held remotely

To join the meeting, register with the link below; see the Public Comment section to address the Board or comment on agenda or non agendized items.

https://us02web.zoom.us/webinar/register/WN_Qf8vBgE_R96t91fXe4rHqA

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: _____

Roll Call Vote:
Member Fernandez ___; Member Olson ___; Member Riley ___; Member Casillas ___; Member Elliott ___; Member Stone ___; Member Mahoney ___ Time: _____
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: _____
 - 5.1 Retake Roll Call
Member Fernandez ___; Member Olson ___; Member Riley ___;
Member Stone ___; Member Elliott ___; Member Casillas ___; 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: _____

Roll Call Vote:
Member Fernandez ___; Member Olson ___; Member Riley ___; Member Casillas ___; Member Elliott ___; Member Stone ___; Member Mahoney ___
8. **Public Comment:** As the result of the Coronavirus Pandemic (COVID-19), on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20. This order includes directives canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The health and well-being of our students, staff and community members are the top priority for the Board of Trustee of River Delta Unified School District. To facilitate this process, the meeting of the Board of Trustees will be available via a Zoom Webinar.

We have modified the meeting procedures while the shelter in place for Coronavirus Pandemic (COVID-19) is in place.

To address the Board during public comment or on any item listed on the Agenda, please follow these instructions:

- 1) Using the link “Public Comment Card”, complete the Google form and submit. The form must be submitted prior to Open Session. Once filled out and submitted, your comments will be read during agenda item 8: Public Comment.

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 Superintendent Wright’s report(s)
 - 9.1.2.1 Recognition of Retirees 2019-2020
- 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; Ken Gaston, Directors of MOT
 - 9.2.1 Monthly Financial Report – Elizabeth Keema-Aston, Chief Business Officer
 - 9.2.1.1 D.H. White Modular Classroom Construction Project Update – Elizabeth Keema-Aston, Chief Business Officer
 - 9.2.1.2 May Revise Update, Elizabeth Keema-Aston, Chief Business Officer
 - 9.2.1.3 Community Eligibility Program (Food Services) Update - Elizabeth Keema-Aston, Chief Business Officer
 - 9.2.2 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT
 - 9.2.2.1 D.H. White Elementary School modular installation presentation – Ken Gaston, Director of MOT
- 9.3 Education Services’ Reports and/or Presentation(s) - Nicole Latimer, Director of Educational Services and Special Education
 - 9.3.1 Special Education Update – Nicole Latimer, Director of Educational Services & Special Education
 - 9.3.2 Beyond the Bell Presentation - Nicole Latimer, Director of Educational Services and Special Education
 - 9.3.3 School Plan for Student Achievement - Nicole Latimer, Director of Educational Services and Special Education
- 9.4 River Delta Unified Teacher’s Association (RDUTA) Update
- 9.5 California State Employee’s Association (CSEA) Chapter #319 Update

10. **Consent Calendar**

- 10.1 Approve Board Minutes
 - Regular Meeting of the Board - May 12, 2020
 - Special Meeting of the Board – May 26, 2020
- 10.2 Receive and Approve Monthly Personnel Reports
 - As of June 9, 2020
- 10.3 District’s Monthly Expenditure Report
 - May 2020
- 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 2020-2021 school year at a cost not to exceed \$30,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.5 Request to approve the Independent Contract for Services Agreement with Hand-in-Hand Therapeutics for the 2020-2021 school year at a cost not to exceed \$45,000– Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.6 Request to approve the Professional Expert Consultation Agreement with Linda Mitchell For Adapted Physical Education Services for the 2020-2021 school year at a cost not to exceed \$1,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education

- 10.7 Request to approve the Independent Contract for Services Agreement with Meladee McCarty to provide Program Specialist services for the 2020-2021 school year at a cost not to exceed \$5,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.8 Request to approve the Expert Agreement with Hancoch McCarty to provide Assistive Technology Services and Assessments for the 2020-2021 school year at a cost not to exceed \$10,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.9 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 2020-2021 school year at a cost not to exceed \$3,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.10 Request the approval of Rio Vista High; Riverview Middle; D.H. White Elementary; Isleton Elementary; Walnut Grove Elementary; Bates Elementary; Clarksburg Middle and Delta High Schools' Single Plan for Student Achievement for school year 2020-2021 as presented – Site Principals
- 10.11 Request to approve the 2020-2021 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 – Nicole Latimer, Director of Education Services & Special Education
- 10.12 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Lodi Campus) for the 2020-2021 school year at a cost not to exceed \$100,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.13 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional assistant) for the 2020-2021 school year at a cost not to exceed \$90,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.14 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Kadiant LLC) to provide applied behavior analysis therapy and related services for the 2020-2021 school year at a cost not to exceed \$90,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.15 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to provide deaf and hard of hearing services for District students for the 2020-2021 school year at a cost not to exceed \$5,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.16 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergy, Inc.) to provide physical therapy services for District students for the 2020-2021 school year at a cost not to exceed \$10,000 – Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.17 Request to approve the Memorandum of Understanding (MOU) between RDUSD and the Sacramento County Office of Education (SCOE) for Special Education Services Starting July 1, 2020 – at a cost not to exceed \$4,661, Special Educational Funds – Nicole Latimer, Director of Education Services & Special Education
- 10.18 Donations to Receive and Acknowledge:

River Delta Unified School District

Connie Abendschein and Connie's Angels for cloth masks

Motioned: _____ Second: _____

Roll Call Vote:

Member Fernandez ___; Member Olson ___; Member Riley ___; Member Casillas ___; Member Elliott ___; Member Stone ___; Member Mahoney ___

Action Items -- Individual speakers shall be allowed two minutes to address the Board on any agenda item. The Board may limit the total time for public input on each agenda item to 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. Procedures for Public comment will follow the same process as in number 8.

11. 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 2020 – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote:

Member Fernandez __; Member Olson __; Member Riley __; Member Casillas __; Member Elliott __; Member Stone __; Member Mahoney __

12. Request to approve the “Declaration of Need for Fully Qualified Educators” for the 2020-2021 school year – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote:

Member Fernandez __; Member Olson __; Member Riley __; Member Casillas __; Member Elliott __; Member Stone __; Member Mahoney __

13. Request approval of election process and Resolution #789 Specifications of Election Order, Publication of Notice of Election form, Notice of Election and Certification of maps and boundaries for the November 3, 2020 Elections of District Board Members for the 2020-2024 term of office – Katherine Wright, Superintendent

Motioned: _____ Second: _____

Roll Call Vote:

Member Fernandez __; Member Olson __; Member Riley __; Member Casillas __; Member Elliott __; Member Stone __; Member Mahoney __

14. Request to approve the elimination and reduction of an Instructional Assistant III position – Nicole Latimer, Director of Education Services & Special Education

Motioned: _____ Second: _____

Roll Call Vote:

Member Fernandez __; Member Olson __; Member Riley __; Member Casillas __; Member Elliott __; Member Stone __; Member Mahoney __

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

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

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

17. Adjournment

Motioned: _____ Second: _____

Roll Call Vote:

Member Fernandez __; Member Olson __; Member Riley __; Member Casillas __; Member Elliott __; Member Stone __; Member Mahoney __

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, District administrative offices and that the Board of Trustees Members, school sites, and the community libraries were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, June 5, 2020, 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:

June 9, 2020

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 9, 2020, via teleconference (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

4.1 **Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)] - None

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]

Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP; Burke, Williams & Sorensen, LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)

4.2.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations

4.3 **Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases** [Government Code Section 54957]

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

Public Employee(s) Evaluation:

4.3.1 Certificated

4.3.2 Classified

4.3.3 Public Employee(s) Searches, Appointment, Employment conditions

4.3.4 Complaint, Discipline, Dismissal, Non-Reelects, & Releases

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

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____
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**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: May 12, 2020

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 9.2.1

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

SUBJECT:

Monthly Financial Report

BACKGROUND:

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

This report does not include any encumbered expenditures

STATUS:

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: NOT APPLICABLE

RECOMMENDATION:

That the Board receives the Monthly Financial report as submitted

Time allocated: 3 minutes

River Delta Unified School District
 2019-20 Working Budget vs. Actuals Report
 May 31, 2020

Working Budget						Actuals thru: 5/31/2020					
	Beginning Balance (A)	Net Income/ Contributions in (B)	Expense/ Contributions out (C)	Ending Balance (D)	YTD Income (E)	YTD Paid to Delta Charter (F)	YTD Net Revenue (G)	Percentage Received (H)	YTD Expense (I)	Percentage Spent (J)	
					(G/B=H)				(I/C=J)		
General Fund: (01)											
Unrestricted	5,684,341	17,367,365	17,543,446	5,508,260	21,162,379	1,740,948	19,421,431	111.83%	15,522,789	88.48%	
Restricted	955,689	8,223,633	8,734,291	445,031	2,011,458		2,011,458	24.46%	5,460,954	62.52%	
Combined	6,640,030	25,590,998	26,277,737	5,953,291	23,173,837	1,740,948	21,432,889	83.75%	20,983,743	79.85%	
2019-20 TRAN's \$500,000											
Other Funds											
Adult Ed. (11)	58,321	107,965	119,286	47,000	76,715		76,715	71.06%	87,174	73.08%	
Child Development (12)	5,996	303,594	309,590	-	213,877		213,877	70.45%	212,435	68.62%	
Cafeteria (13)	60,295	1,068,742	1,108,989	20,048	606,573		606,573	56.76%	780,659	70.39%	
Sp. Res-Other than Cap. Outlay (17)	70,659	710	28,750	42,619	706		706	99.44%	28,750	0.00%	
Bond Fund (21)	274,451	38,600	260,013	53,038	25,020		25,020	64.82%	253,787	97.61%	
Bond Fund- SFID #1 South (22)	-	-	-	-	-		-	0.00%	-	0.00%	
Bond Fund - SFID #2 North (23)	-	-	-	-	-		-	0.00%	-	0.00%	
Developer Fees (25)	1,324,219	469,056	1,013,086	780,189	205,388		205,388	43.79%	390,806	38.58%	
County School Facilities (35)	3,305	33	-	3,338	33		33	100.00%	-	0.00%	
Capital Projects (49)	3,309	128,905	8,334	123,880	60,406		60,406	46.86%	6,268	75.21%	

The General Fund unrestricted revenue appears to be over 100% because the actual contribution to other programs has not been made yet. This is done as part of year end closing.

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 9.2.1.1

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

SUBJECT:

Monthly Board update on the two modular classroom construction project at DH White Elementary

BACKGROUND:

Due to development and growth in the Rio Vista area the Board has approve the reconfiguration of DH White Elementary School site from a K-5 site to a K-6 site beginning in school year 2020-21. To accommodate the 6th grade classes at DH White the district is constructing two modular classrooms.

STATUS:

Each month the Chief Business Officer prepares a monthly summary of the ongoing project, showing the original budget, vendor contracts, change orders, expenses to date and the remaining funds.

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 receives the monthly project summary report.

Time allocated: 3 minutes

River Delta Unified School District
TRACK AT A GLANCE

Modular Buildings at D. H. White Elementary School

Final

6/1/2020

Description: New Modular Classrooms
Buildings: 2
Square Feet: 1,920

3-23-20 Revised Budget A-G \$ 759,895.69

A. SITE

	Preliminary 2/7/20 Budget	Revised 3/23/20 Budget	Change Order	Contract Amount	Actual to Date	Remaining
1 SITE ACQUISITION/APPRaisal/TITLE	\$ 0	0				-
2 SURVEY	\$ 0	0				-
3 SITE SUPPORT - BOND FEES	\$ 0	0				-
4 LEGAL FEES - Allowances	\$ 3,500.00	3,500.00			1,385.00	2,115.00
5 OTHER (EIR/Negative Declaration)	\$ 0	0				-
6 OTHER	\$ 0	0				-
SITE SUBTOTAL	\$ 3,500.00	3,500.00	0.00	-	1,385.00	2,115.00

B. PLANS

1 ARCHITECT'S FEE FOR PLANS	\$ 21,800.00	21,800.00		21,800.00	17,261.46	-
2 DSA PLAN CHECK FEE - SSS/FLS	\$ 8,530.00	8,358.00				8,358.00
3 DSA HOURLY FEES ALLOWANCE	\$ 0	0				-
4 HEALTH DEPARTMENT	\$ 0	0				-
5 ENERGY ANALYSIS FEES	\$ 0	0				-
6 DEPARTMENT OF EDUCATION - PLAN CHECK FEE	\$ 0	0				-
7 PRELIMINARY TESTS	\$					-
A. SOILS	\$ 15,000.00	6,010.00				6,010.00
B. OPSC & YRE CONSULTANTS	\$ 0.00	0.00				-
C. BIDDING AND ADVERTISING	\$ 2,500.00	2,464.00				2,464.00
D. ENGINEERING/CONSULTING	\$ 0	0				-
E. HAZARDOUS MATERIAL SURVEY/SPECS	\$ 0	0				-
8 ADMINISTRATIVE COSTS	\$ 0	0				-
PLANS SUBTOTAL	\$ 47,830.00	38,632.00	0.00	21,800.00	17,261.46	16,832.00

C. CONSTRUCTION

1 A. UTILITY SERVICE FEES	\$ 0	0				-
B. UTILITY SERVICE IMPROVEMENTS	\$ 0	0				-
2 OFF-SITE DEVELOPMENT	\$ 0	0				-
3 SERVICE SITE DEVELOPMENT	\$ 0	0				-
4 GENERAL SERVICE SITE DEVELOPMENT	\$ 188,658.17	290,000.00		290,000.00	93,100.00	-
5 MODERNIZATION	\$ 0	0				-
6 DEMOLITION / INTERIM HOUSING*	\$ 0	0				-
7 NEW CONSTRUCTION	\$ 356,048.06	217,603.35	8,275.00	167,512.74		58,365.61
8 A. UNCONVENTIONAL ENERGY SOURCES	\$ 0	0				-
B. SPECIAL ACCESS COMPLIANCE	\$ 0	0				-
C. TECHNOLOGY ALLOWANCE	\$ 0	0				-
9 ENVIRONMENTAL ABATEMENT	\$ 0	0				-
10 AIR MONITOR CLEARANCE	\$ 0	0				-
11 PROJECT MANAGEMENT	\$ 79,000.00	79,000.00		79,000.00	16,629.55	-
12 OTHER (ITEMIZE)	\$					-
A. Labor Compliance	\$ 0	0				-
B. MOVING/STORAGE (District Expense)	\$ 0	0				-
C. UNDERGROUND UTILITY SEARCH	\$ 0	0				-
CONSTRUCTION SUBTOTAL	\$ 623,706.23	586,603.35	8,275.00	536,512.74	109,729.55	58,365.61
D. TESTS (CONSTRUCTION LAB)	\$ 5,447.06	8,900.00		8,190.00	645.00	710.00
E. INSPECTION (IOR)	\$ 31,800.00	44,000.00		44,000.00	11,000.00	-
F. FURNITURE AND EQUIPMENT	\$ 27,500.00	27,500.00				27,500.00
G. CONTINGENCIES	\$ 54,470.62	50,760.34	-8,275.00			42,485.34
TOTAL ESTIMATED COSTS (ITEMS A THROUGH G)	\$ 794,253.91	759,895.69	0.00	610,502.74	140,021.01	148,007.95

Change Order #2 \$8275, Crane Rental-Mobile Modular

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 9.2.1.2

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 2020-21 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 2020-21.

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

Overview of the 2020-21 May Revision

Governor Gavin Newsom's revised State Budget proposes a multiyear effort to address the state's budget shortfall through a combination of strategies. This includes drawing down reserves from the state's Budget Stabilization Account over the next three years but using all of the funds in public education's Rainy Day Fund immediately, canceling program expansions and new programs that were proposed in the January State Budget, making programmatic reductions across almost all government programs, and deferring payments such as K-12 and community college apportionments.

Proposition 98

The Governor's May Revision estimates that the minimum guarantee will decline approximately 23% from the 2019 State Budget Act over the three-year budget period. However, the May Revision is also proposing supplemental appropriations above the constitutionally required Proposition 98 funding level—from non-Proposition 98 funds—beginning in 2021-22 and going through 2023-24. The proposal provides for an allocation of 1.5% of General Fund revenues per year up to a cumulative total of \$13 billion. While this will help accelerate the growth in the minimum guarantee in the long-term and increase the share of General Fund revenues to Proposition 98 in a Test 1 year from 38% to 40%, it does not blunt the cuts in the short-term.

For the current year, the May Revision proposal adjusts the Proposition 98 guarantee down by \$4.2 billion from the Governor's January State Budget for an estimated \$77.4 billion.

For 2020-21, an even larger decline is proposed, with the Proposition 98 guarantee at \$70.5 billion, a decrease of \$13.5 billion from the Governor's January State Budget and an almost \$7 billion decrease 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

While the May Revision proposal acknowledges the statutory cost-of-living adjustment (COLA) of 2.31%—just slightly higher than the 2.29% included in the January State Budget proposal—it suspends the COLA in 2020-21 for all eligible programs, including special education, Child Nutrition, Preschool, and the Mandate Block Grant.

The May Revision confirms the continued decline in statewide average daily attendance (ADA) for the upcoming fiscal year—with declines going from the 0.33% estimated in January to 0.67%.

LCFF

The May Revision proposes a reduction in addition to the statutory COLA suspension—for a total cut of 10%, or \$6.5 billion—to the Local Control Funding Formula (LCFF) absent additional federal funding. The cuts are meant to proportionately reduce LCFF with the reductions taken from the base grant, which lowers the amount upon which supplemental and concentration grant funding is calculated.

Deferrals

Unfortunately, the May Revision proposal brings back deferrals. The Governor proposes deferring approximately \$1.9 billion of LCFF funding in June 2019-20 to July in 2020-21. Further, LCFF deferrals are needed in 2020-21, increasing by \$3.4 billion to \$5.3 billion in total apportionments deferred to 2021-22.

Flexibilities for LEAs

A number of proposed flexibilities are included in the Governor's May Revision and many will require statutory changes to be implemented. The major areas of flexibility are detailed as follows:

- Exemptions for local educational agencies (LEAs) if apportionment deferrals create a documented hardship

- The authority for LEAs to exclude state pension payments on behalf of LEAs from the calculation of required contributions to routine restricted maintenance
- Increased limits on LEA internal inter-fund borrowing to help mitigate the impacts of apportionment deferrals, and the maximum limit of borrowing between funds would increase from 75% to a temporary maximum of 85%—subject to public hearing
- The authority to use proceeds from the sale of surplus property for one-time General Fund purposes

While acknowledging the proposed flexibilities are not comprehensive or exhaustive, the administration states its openness to explore expanded flexibilities to protect core services and minimize the impact on students due to reduced funding.

CalSTRS and CalPERS Relief

The Newsom Administration proposes to reduce employer contribution rates in 2020-21 and 2021-22. This will reduce the California State Teachers' Retirement System (CalSTRS) employer rate from 18.4% to approximately 16.15% in 2020-21 and from 18.2% to 16.02% in 2021-22. The California Public Employees' Retirement System (CalPERS) employer contribution rate will be reduced from CalPERS recently set rate for 2020-21 of 22.68% to 20.7% and CalPERS 2021-22 estimated rate of 24.6% to 22.84%.

Special Education

The proposed May Revision continues the Governor's January State Budget proposal to increase special education base rates to \$645 per student (reflects suspension of the COLA). The current statewide target rate is \$557.27. As in January, the proposal would apportion this base funding on a three-year rolling average of LEA ADA (but still allocated to Special Education Local Plan Areas) and would maintain the current funding model's categorical programs until a later date.

The Governor also proposes to utilize \$7 million in Individuals with Disabilities Education Act funds to assist LEAs in developing regional alternative dispute resolution services and statewide mediation services for cases arising from the pandemic and distance learning service delivery for students with disabilities.

Investing Federal CARES Act Funds

The Governor proposes to use \$4.4 billion from the Coronavirus Aid, Relief, and Economic Security (CARES) Act for LEAs to mitigate learning loss. Funds will be allocated to LEAs using a formula that considers the number of students with disabilities, low-income students, English learners, youth in foster care, and homeless youth served by the LEA. These funds may be used for the following activities:

- Extending the instructional school year
- Providing additional academic services for students, such as connectivity for in-classroom and distance learning
- Learning supports that begin prior to the start of the school year, and continuing into the school year
- Student supports to address other barriers to learning, such as health, counseling, or mental health services; professional development in distance-learning for teachers and parents; access to school breakfast and lunch programs; or programs to address student trauma and social-emotional learning

In addition, the Governor also invests \$100 million from the CARES Act for county offices of education to develop community schools. Another \$63.2 million will be used to provide training and professional development for educators that is focused on closing opportunity gaps, addressing trauma-related health and mental health barriers to learning, and developing strategies to support necessary changes in the educational program, such as distance learning and social distancing.

Categorical Cuts

The May Revision proposes savings totaling \$352.9 million by reducing funding for various categorical programs. If federal funds materialize, then these cuts may be reversed. Funding for the following programs will be reduced by the following amounts:

- After School Education and Safety: \$100 million
- K–12 Strong Workforce Program: \$79.4 million
- Career Technical Education Incentive Grant Program: \$77.4 million
- Adult Education Block Grant: \$66.7 million
- California Partnership Academies: \$9.4 million
- Career Technical Education Initiative: \$7.7 million
- Exploratorium: \$3.5 million
- Online Resource Subscriptions for Schools: \$3 million
- Specialized Secondary Program: \$2.4 million
- Agricultural Career Technical Education Incentive Grant: \$2.1 million
- Clean Technology Partnership: \$1.3 million

Early Childhood and Preschool

The Governor pulls back on some of the investments he planned for childcare and preschool programs, such as additional child care slots. Additionally, the May Revision cuts programs that were funded in the 2019 Budget Act like funding for improving the quality of the workforce and the renovation of existing, as well as the construction of new, preschool and child care facilities to house anticipated growth. The May Revision also proposes to suspend the statutory 2.31% COLA and reduces the Standard Reimbursement and Regional Market Rates for child care and preschool by 10%.

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POCKET BUDGET 2020–21

A Summary Analysis of the May Revision Proposal for the 2020–21 State Budget for California's Schools

Prepared By:

**School
Services
of California**
INC.™
An Employee-Owned Company

May 2020

*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: June 9, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 9.2.1.3

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

SUBJECT:

The Community Eligibility Provision (CEP) is an alternate meal counting and collection procedure provision that was made available to all schools nationwide in school year 2014-15.

BACKGROUND:

CEP schools provide breakfast and lunch at no cost to all students in the eligible school(s). The CEP reduces the application burdens to once every four years. However, information is still collected annual.

CEP schools must have a minimum Identified Student Percentage (ISP) of 40% based on enrollment, to participate in the CEP. Identified students are those who are directly certified for meals at no cost on the basis of their participation in CalFresh, CalWORKS and Medi-Cal free, and the extension of these benefits go to students with the same household. Also included are students certified as homeless, migrant, foster, runaway, or participating in the Head Start program.

STATUS:

Bates Elementary, Walnut Grove Elementary, Isleton Elementary and DH White Elementary are all eligible to participate in the Community Eligibility Provision. The district has 3 options moving forward:

Option 1: Do not participate in CEP with negative balances of \$14,806.

Option 2: Participate with Sacramento county elementary schools with reimbursement rate of 92.3% and a loss of \$3,158.

Option 3: Participate with all elementary schools with reimbursement rate of 79.9% and a loss of \$9,659

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES:

Unknown annual negative ending balances

RECOMMENDATION:

That the Board gives direction as to proceed with Option 1 -3 as listed above.

Time allocated: 10 minutes

Elementary Site Negative Balances as of
April 23, 2020

Bates	3,011.60
Isleton	2,983.65
Walnut Grove	3,424.70
	9,419.95
DH White	5,386.55
Total Elem.	14,806.50

CEP 6-4-20 eka

Community Eligibility Provision (CEP) Monthly Federal Reimbursement Estimator

Use to **estimate** the level of Federal reimbursement received under the CEP

3
Schools

District Name:

Step 1: Calculating the Identified Student Percentage

If grouping schools, use the grouping calculator to assist in determining 1.1 and 1.2.

Enter the number of identified students and enrolled students that is reflective of April 1st in 1.1 and 1.2

[Click to define: Identified Students](#)

1.1) Enter the number of identified students 259

1.2) Enter the TOTAL student enrollment 449

ISP Base Number, rounded to 4 decimal places **0.5768**

ISP Percentage of identified students = **57.68%**
This percentage must be at least 40% to be eligible

Percentage of meals reimbursed at the Federal FREE rate = **92.29%**

Percentage of meals reimbursed at the Federal PAID rate = **7.71%**

Step 2: Federal Reimbursement Rates

Select the current reimbursement rates used for each program
 (without the \$0.06).
 The additional \$0.06 is applied in the next box

	Lunch	Breakfast
Free	\$3.33 ▼	\$2.14 ▼
Paid	\$0.33 ▼	\$0.31 ▼

Select "\$0.06" if the SFA is certified for the additional \$0.06.

\$0.06 ▼

Step 3: Monthly Meal Data

Enter in the number of LUNCHES and/or BREAKFASTS served in a month in 3.1 and 3.2

3.1) Enter the total number of LUNCHES served in a month: 6,656

3.2) Enter the total number of BREAKFASTS served in a month: 5,128

Total number of MEALS served in a month: 11,784

Step 4: Anticipated Participation Change due to serving all FREE meals (for example enter 2 for 2%):

NLSP

SBP

2.00%

2.00%

Total number of LUNCHES reimbursed at FREE rate= 4,956

Total number of LUNCHES reimbursed at the PAID rate= 887

Total number of BREAKFASTS reimbursed at FREE rate= 3,723

Total number of BREAKFASTS reimbursed at the PAID rate= 752

CEP Difference:

This section displays the estimated difference between operating CEP and the current Federal reimbursements and student payments (if applicable). If the differences boxes are green then CEP will generate the same or more Federal revenue, if the box is red then current procedures generate higher Federal Revenue

Estimated CEP Monthly Federal Reimbursements

Reimbursement for LUNCH = \$20,625.48

Reimbursement for BREAKFAST = \$10,251.07

Total Reimbursement Level= \$30,876.55

Federal Reimbursement per LUNCH= \$3.33

Federal Reimbursement per BREAKFAST= \$2.14

Optional Comparison: Enter current monthly Federal reimbursements and student payment revenue

LUNCH= \$22,905.17

BREAKFAST= \$11,128.92

LUNCH Difference=	-\$2,279.69	Total Difference
--------------------------	-------------	-------------------------

BREAKFAST difference=	-\$877.85	-\$3,157.54
------------------------------	-----------	-------------

2019-2020 Claim Tracking Spreadsheet

DISTRICT NAME														TOTAL	FED REIMB	ST. REIMB	COMMENTS	
MONTH	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE						
Lunch Counts																		
Free	0	0	0	4956	0	0	0	0	0	0	0	0	0	4956	\$	3.5000	0.2445	Rate for +60%
Reduced	0	0	0	813	0	0	0	0	0	0	0	0	0	813	\$	3.1000	0.2445	
Paid	0	0	0	887	0	0	0	0	0	0	0	0	0	887	\$	0.4100	0	
Total	0	0	0	6656	0	0	0	0	0	0	0	0	0	6656	\$	20,229.9700	\$1,410.52	
Breakfast Counts																		
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	1.7900	0	
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	1.4900	0	
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.3100	0	
Esp. Needy Counts																		
Free	0	0	0	3723	0	0	0	0	0	0	0	0	0	3723	\$	2.2000	0.2445	
Reduced	0	0	0	653	0	0	0	0	0	0	0	0	0	653	\$	1.9000	0.2445	
Paid	0	0	0	752	0	0	0	0	0	0	0	0	0	752	\$	0.3100	0	
Total Breakfast	0	0	0	5128	0	0	0	0	0	0	0	0	0	5128	\$	9,664.4200	\$1,069.93	
Snacks																		
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.9400		
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
Total Snacks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
Dinner																		
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	3.4100		\$3.545 includes CIL of Commodities for 2019
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
Total Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-		
Seamless Summer																		
Breakfast	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	2.2000	0	
Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	3.5000	0	
Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.3100	0	
Snack	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.9400	0	
Total Seamless Summer															\$	-	\$	-
Summer Food Service Program																		
Breakfast	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	2.1900	0	Don't use
Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	3.8575	0	
Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	3.8325	0	
Snack	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	0.9100	0	
Total Summer Food Service Program															\$	-	\$	-

If <60%
change column O

3.29
2.89
0.37

If cash in lieu:
Change column O

3.64
0.23
0.23

Community Eligibility Provision (CEP) Monthly Federal Reimbursement Estimator

Use to **estimate** the level of Federal reimbursement received under the CEP

4
Schools

District Name:

Step 1: Calculating the Identified Student Percentage

If grouping schools, use the grouping calculator to assist in determining 1.1 and 1.2.

Enter the number of identified students and enrolled students that is reflective of April 1st in 1.1 and 1.2

[Click to define: Identified Students](#)

1.1) Enter the number of identified students 408

1.2) Enter the TOTAL student enrollment 817

ISP Base Number, rounded to 4 decimal places 0.4994

ISP Percentage of identified students = 49.94%
This percentage must be at least 40% to be eligible

Percentage of meals reimbursed at the Federal FREE rate = 79.90%

Percentage of meals reimbursed at the Federal PAID rate = 20.10%

Step 2: Federal Reimbursement Rates

Select the current reimbursement rates used for each program (without the \$0.06).

The additional \$0.06 is applied in the next box

	Lunch	Breakfast
Free	\$3.33 ▼	\$2.14 ▼
Paid	\$0.33 ▼	\$0.31 ▼

Select "\$0.06" if the SFA is certified for the additional \$0.06.

\$0.06 ▼

Step 3: Monthly Meal Data

Enter in the number of LUNCHES and/or BREAKFASTS served in a month in 3.1 and 3.2

3.1) Enter the total number of LUNCHES served in a month: 9,781

3.2) Enter the total number of BREAKFASTS served in a month: 7,282

Total number of MEALS served in a month: 17,063

Step 4: Anticipated Participation Change due to serving all FREE meals (for example enter 2 for 2%):

NLSP

SBP

2.00%

2.00%

Total number of LUNCHES reimbursed at FREE rate= 7,038

Total number of LUNCHES reimbursed at the PAID rate= 1,595

Total number of BREAKFASTS reimbursed at FREE rate= 5,117

Total number of BREAKFASTS reimbursed at the PAID rate= 1,246

CEP Difference:

This section displays the estimated difference between operating CEP and the current Federal reimbursements and student payments (if applicable). If the differences boxes are green then CEP will generate the same or more Federal revenue, if the box is red then current procedures generate higher Federal Revenue

Estimated CEP Monthly Federal Reimbursements

Reimbursement for LUNCH = \$26,672.73

Reimbursement for BREAKFAST = \$12,904.36

Total Reimbursement Level= \$39,577.09

Federal Reimbursement per LUNCH= \$3.33

Federal Reimbursement per BREAKFAST= \$2.14

Optional Comparison: Enter current monthly Federal reimbursements and student payment revenue

LUNCH= \$33,485.80

BREAKFAST= \$15,750.16

LUNCH Difference=	-\$6,813.07	Total Difference
--------------------------	-------------	-------------------------

BREAKFAST difference=	-\$2,845.80	-\$9,658.87
------------------------------	-------------	-------------

2019-2020 Claim Tracking Spreadsheet

DISTRICT NAME													TOTAL	FED REIMB	ST. REIMB	COMMENTS	
MONTH	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE					
Lunch Counts																	
Free	0	0	0	7038	0	0	0	0	0	0	0	0	0	7038	\$ 3.5000	0.2445	Rate for +60%
Reduced	0	0	0	1148	0	0	0	0	0	0	0	0	0	1148	\$ 3.1000	0.2445	
Paid	0	0	0	1595	0	0	0	0	0	0	0	0	0	1595	\$ 0.4100	0	
Total	0	0	0	9781	0	0	0	0	0	0	0	0	0	9781	\$ 28,845.7500	\$2,001.48	
Breakfast Counts																	
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1.7900	0	
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1.4900	0	
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.3100	0	
Esp. Needy Counts																	
Free	0	0	0	5117	0	0	0	0	0	0	0	0	0	5117	\$ 2.2000	0.2445	
Reduced	0	0	0	919	0	0	0	0	0	0	0	0	0	919	\$ 1.9000	0.2445	
Paid	0	0	0	1246	0	0	0	0	0	0	0	0	0	1246	\$ 0.3100	0	
Total Breakfast	0	0	0	7282	0	0	0	0	0	0	0	0	0	7282	\$ 13,389.7600	\$1,475.80	
Snacks																	
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.9400	0	
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	
Total Snacks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	
Dinner																	
Free	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3.4100	0	\$3.545 includes CIL of Commodities for 2019
Reduced	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	
Paid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	0	
Total Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-	
Seamless Summer																	
Breakfast	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 2.2000	0	
Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3.5000	0	
Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.3100	0	
Snack	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.9400	0	
Total Seamless Summer															\$ -	\$ -	
Summer Food Service Program																	
Breakfast	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 2.1900	0	Don't use
Lunch	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3.8575	0	
Dinner	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3.8325	0	
Snack	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.9100	0	
Total Summer Food Service Program															\$ -	\$ -	

If <60%
change column O
3.29
2.89
0.37

If cash in lieu:
Change column O
3.64
0.23
0.23

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.2

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

SUBJECT:

Maintenance, Operations and Transportation monthly update

BACKGROUND:

This report is to provide a monthly update on the activities of the Maintenance, Operations & Transportation Departments. The only projects included in this report are those over \$100.

Due to the Covid-19 stay at home orders, and essential workers list. The gardeners and maintenance employees returned to on-site work in May mid-month. The staff has been working at the school sites in preparation for graduation and promotion ceremonies. The costs associated with these projects have been minimal and do not meet the requirement to generate a cost in the report.

STATUS:

The monthly report for the period of May 2020 did not generate a cost report related to projects completed.

PRESENTER:

Ken Gaston, Director of Maintenance, Operations and Transportation

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

There are no costs associated with providing this update to the Board.

RECOMMENDATION:

That the Board receives this information.

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 9, 2020

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.2.1

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

SUBJECT:

Presentation on the D.H. White Elementary School's New Modular Classroom
Installation Project

BACKGROUND:

Two modular classrooms are being added to the campus of D.H. White Elementary
School.

STATUS:

This presentation is to provide the Board with an update on the progress of the Modular
Classroom installation project

PRESENTER:

Ken Gaston, Director of MOT

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

No cost for the presentation

RECOMMENDATION:

That the Board receives this information

Time allocated: 5 minutes

DH White Elementary School

Modular Classroom Installation

For the Board of Trustees

June 9, 2020

Ken Gaston, MOT Director

Carmen Arias, MOT Secretary

Concrete Testing





Sunday Evening

Twass the Night Before Install
and all through the house, no
one was working, not even my
spouse.

Monday 6:00 am
Waiting for the
crane to move
modular sections
into place.





Crane preparing
to start
the installation.



First Lift

7:30 am







Hydraulic jacks will join pieces together.







All sections set in place at 10:30 am

Next Steps

- Under Ground Water and Electrical Connections
 - Installation Fire and Burglar Alarms
 - Technology Installations
 - Grade Existing Grounds
 - Pour Concrete Walkway
 - Punch List
 - Final Walk Through

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: _____

From: Nicole Latimer, Director of Educational Services

Item Number: 9.3.1

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

SUBJECT:

Extended School Year (ESY) Summer School Update

BACKGROUND:

River Delta Unified School District offers the Extended School Year (ESY) Summer School Program to students in our Special Education Program.

STATUS:

ESY summer school is being offered remotely via distance learning from June 9 through June 26th. The program has two classroom teachers, one instructional aide and one occupational therapist and one speech and language pathologist. We have six students enrolled to participate in the program for the 2019-2020 school year.

PRESENTER: Nicole Latimer, Director of Educational Services and Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

Danielle Tharpe, Special Education Coordinator

COST AND FUNDING SOURCES: Special Education 6500

RECOMMENDATION:

This item is only informational in nature. There is no recommendation at this time.

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 9, 2020

Attachments: _____

From: Nicole Latimer, Director of Educational Services

Item Number: 9.3.2

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

SUBJECT:

To share information regarding supports provided by the Beyond the Bell staff during the school closure.

BACKGROUND:

River Delta Unified School District offers an after-school enrichment program (Beyond the Bell) for students in grades K-6.

STATUS:

This presentation is to provide an update on the activities of the Beyond the Bell program.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

There are no costs to the district.

RECOMMENDATION:

That the Board receive this information.

Time allocated: minutes

A decorative pattern of triangles in white and light blue on a blue background, arranged in a grid-like fashion on the left side of the slide.

RDUSD

Beyond the Bell

Expanded Learning Program (EXLP)

Distance Learning

A decorative pattern of triangles in white and grey on a dark blue background, arranged in a grid-like fashion on the right side of the slide.

During the first week of Distance Learning every student that went to pick up a meal received an enrichment packet with art supplies from our EXLP staff.

Miss Yesenia & Miss Crystal continued to serve meals to families at Walnut Grove Elementary.



Isleton

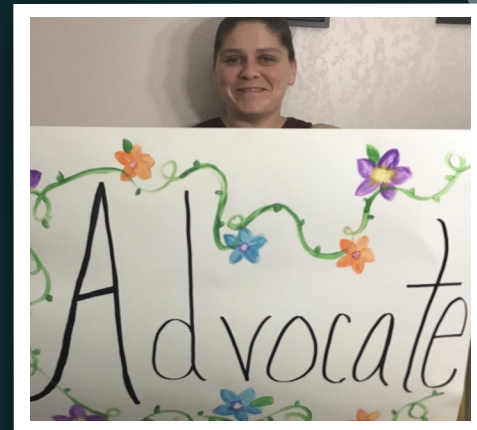
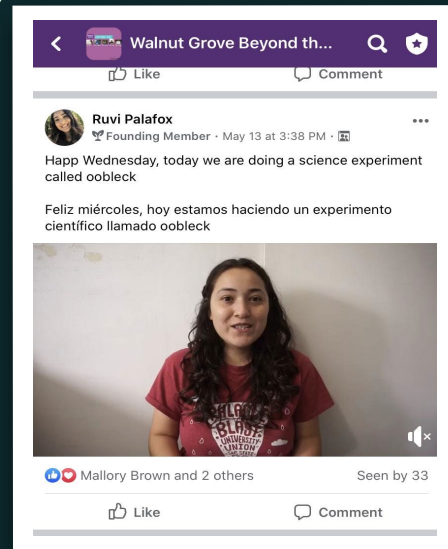


Bates



Walnut Grove

“I’m proud to be a part of a program that has worked outside the box since March, directly offering support to our schools, families and communities. Never once losing site of what is important, our students. We are here for them, because of them.” - Mallory Brown



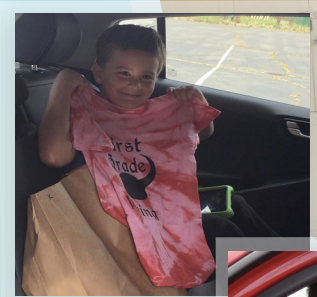


A word that describes
Beyond the Bell
Program



EXLP staff helped distribute
student belongings. They
have conducted phone calls
to check on the
social/emotional well being
of students.



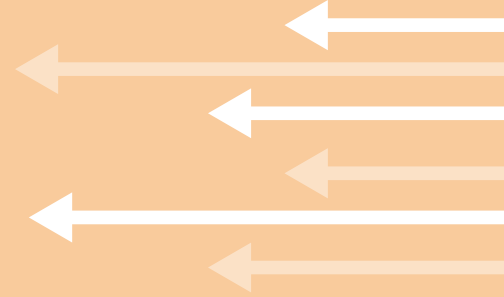


Miss Dianna made a special gift for the Kinders.



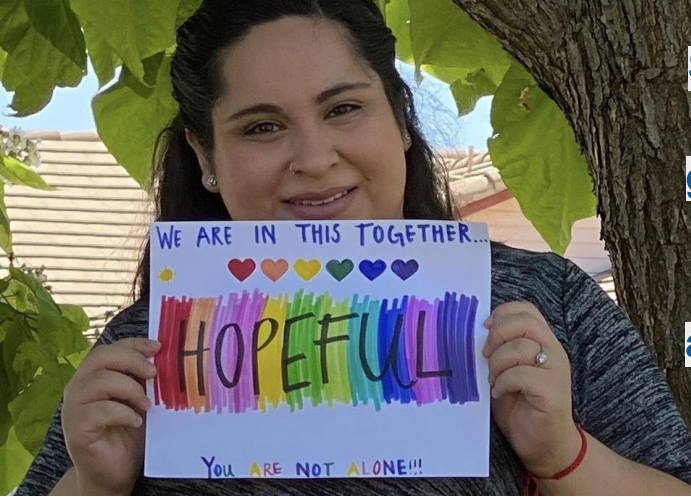
EXLP staff not only participated in professional development trainings and webinars, but also created content relevant to the growth of all staff. Working on the Quality Standards for Expanded Learning programs.





EXLP staff have provided extra support to teachers and students by attending virtual classroom meetings and led break out rooms for extra support. They were also available for students every day. They provided Zoom office hours for homework help. They were active on Classroom Dojo.





Site coordinators created and manage a Facebook group where staff created content, posted weekly messages and weekly activities for students and families to do at home. The Facebook group has been a line of communication with parents to answer questions they may have.



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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: _____

From: Nicole Latimer, Director of Educational Services

Item Number: 9.3.3

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

SUBJECT:

Request to approve the Bates Elementary, Walnut Grove Elementary, Delta High, Clarksburg Middle, Isleton Elementary, D.H. White Elementary, Riverview Middle, and Rio Vista High Schools Single Plans for Student Achievement for the 2020-2021 school year.

Single Plans for Student Achievement Summaries (SPSA) for RDUSD

RDUSD school sites have been working steadfast and diligently to continue to provide our students with opportunities for excellence in education and experiences that are rich rigor, technology and campus culture. In preparing their SPSAs, each Principal has provided us with three areas they are proud of as well as three areas for continued growth. This Board Brief serves as a summary of those areas. Detailed information can be found in each school site submission along with the full SPSA for each school site.

Bates Elementary

Bates Elementary School is proud to provide a **Student-Centered Environment with Student Involvement and Opportunities for College and Career Readiness**. This provides students a voice and options. Bates has implemented AVID Kindergarten through 6th grade. Students also participated in College Week, a huge hit at Bates Elementary school. During college week, each student received a college T-shirt. Bates also provides students the opportunity to participate in Student Council as well as Peer Mediation. This includes monthly leadership academies and provides both presentation and leadership skills. Student council also has monthly meetings to plan for student events, spirit weeks, monthly meeting reports and morning announcements.

Another area of strength for Bates Elementary School is to **Continue to Foster the Love for Reading**. This is fostered by the Accelerated Reader (AR) program. Kindergarten through first grade participate as a class until they are able to utilize the AR independently. Kindergarten through sixth grade students participate in AR incentives are provided by Bates PTA. Hitting weekly target goals are celebrated by "Run the Halls", quarterly targets are celebrated by quarter incentives and the end-of-year targets are celebrated by the end of year culmination celebrations.

A third area of strength and celebration is **Reclassification for English Language Learner Students**. Bates continues to have the goal for all ELL students to be reclassified before leaving 6th grade. This is supported through parent meetings, continued progress monitoring of MAP scores and ELPAC scores, providing Designated and Integrated ELD, providing and ELD

Specialist to meet and collaborate with teachers to help incorporate continued differentiation and ELD strategies to assist students in their core classes. In the 2019-2020 school year there were fifteen students reclassified.

Three areas identified for continued improvement at Bates Elementary are to **Improve Student Achievement in ELA, Math and Writing, to Improve Parental and Student Involvement/School Culture and Communication as well as Continued Improvement in the Identified Areas of Strength.**

Walnut Grove Elementary

Walnut Grove Elementary is excited to share three areas of success for the 2019-2020 school year. One of those areas of success is **Parent Involvement**. Parent involvement has been a strength for several years now at Walnut Grove. There has been an increase in the number of dads participating in events such as our volleyball tournament fundraiser, field trips, Donuts for Dad, Strengthening Families Parenting Classes, English Classes, Game Nights, and Science Nights.

A second area of strength is **Continued School Wide AVID Implementation**. Walnut Grove continued their school wide AVID program this year. Teachers each took turns providing professional development on a different AVID strategy at a staff meeting each month. Note taking, organization, growth mindset, and a college and career focus continued to be evident across the school in every classroom. A very well attended AVID Night for parents was held in the beginning of August. All staff attended at least one AVID training offered at the Sacramento County Office of Education during this school year.

The third area of strength is **Increased Collaboration with Neighboring Schools**. An additional success was taking the show on the road and helping support our neighboring schools by bringing Game Nights and Donuts for Dad to other sites this year. The amazing Walnut Grove team was so excited to share their tricks for parent engagement with other sites.

Three areas identified for continued improvement at Walnut Grove Elementary are **Increasing Tutoring and Intervention Opportunities for Students, Providing Professional Development to all Teachers on Science Standards and Ensuring That Science Standards are Being Taught to have an increase in our California Science Test (CAST), and a Focus on moving more EL students up an ELPI level and reducing the number of students who declined an ELPI level.**

Delta High School and Clarksburg Middle School

Delta High School and Clarksburg Middle School Staff are honored to share that **Continuing to Support a College-Going Culture for all students at CMS And Delta** as an area of strength. Delta and CMS view the pinnacle of this success as the high percentage of graduates who both understand and then meet the A-G requirements for college admission. DHS has 29 completer students this year (55% of the graduating class). With a school population comprised of 63% Hispanic students, DHS is proud to share that 62% of it's class of 2020 completers are Hispanic, thus accurately representing their school population.

Another proud area of strength and opportunity for DHS this year was **The Ability to Take the Entire Junior Class and Half of the Senior Class to San Francisco to See Hamilton**. In November, DHS in collaboration with the community of Clarksburg, was able to provide this chance of a lifetime to their students. The entire day was spectacular and memorable for all.

The third area of strength and opportunity identified by **DHS and CMS is having a Staff Focus on Creating a Safe, Trauma-Sensitive Environment for All Students.** This year the DHS and CMS staff completed a book study by reading *The Trauma Sensitive Classroom*. Additionally, the staff created a Positive Behavior Intervention and Support (PBIS) chart with a focus around their three schoolwide norms. Site administration utilized the training received at district leadership to lead this process. Site administration maintained a focus on reducing suspensions with the use restorative practices.

Three areas identified for continued growth and focus at Delta High School and Clarksburg Middle School are **Meeting the Social-Emotional Needs of their Students When they Return from School Closure, Continuing to Recruit, Train and Retain Highly Qualified Teachers and Ensuring the Accuracy and Improvement of State Dashboard Data.**

Isleton Elementary School

Isleton Elementary School is proud to share that **Recognizing and Honoring Student Achievement** is an area of strength for the 2019-2020 school year. The Positive Tiger Award recognizes two star-students every month for doing something great. This award can be academic based, perseverance, kindness, hard work or dedication. Those students then get to come to the office and get a positive phone call home from the Principal. Isleton Tigers are also provided an SBAC Medal Ceremony. Students are rewarded for SBAC performance on Math and ELA, gaining 100 points and moving up levels, CAST science assessment progress, and the Physical Fitness Test. Tigers are also provided Character Education Assemblies, Awards Nights and Perfect Attendance Rewards.

Another area of strength at Isleton School is **Strong Staff Collaboration.** Isleton staff meets quarterly to review and discuss student progress at Data Wall meetings and they work together to make data driven decisions. Staff meets regularly to discuss vertical articulation to ensure that students are getting the information needed in order to be successful in the next grade level. Teachers share specific teaching strategies or Best Practices that have the largest impact on student performance. They actively share their expertise and support each other in order to provide students with the best education.

The third area of strength identified in the 2019-2020 SPSA by Isleton School is having a **Positive School Climate.** Positive school culture is facilitated through grade level “class meetings”. There is a schoolwide focus on “Tiger Family” treating everyone with positive behavior. There is a continued focus on creating a safe campus by reducing suspensions, creating student behavior contracts that repair relationships and allow students to reflect. Students and Staff participate in Yoga and Mindfulness in order to promote social and emotional learning. Isleton also maintains an active Student Council with leadership that works to create school involvement opportunities: including Spirit Weeks, school dances, fundraisers and morning announcements.

Three areas identified for continued improvement at Isleton Elementary are **Chronic Absenteeism, Parent Involvement and to Continue to Provide Students with Intervention as well as Social Emotional Support for Students.**

D.H. White Elementary

D. H. White Elementary is proud to celebrate the **Principal’s 200 Club** as an area of strength in 2020. 10 Students a day were selected by a staff member as “Scholar Students.” They were selected for a variety of reasons including following school rules, showing kindness, academic excellence, perfect attendance and preparedness. Those students presented to the office, signed an autograph book and Mr. Casey or Mr. D’Amico called the students family to share positive information. The Principals 200 club decreased office referrals, suspensions and improved overall school culture.

The next area of strength identified by D.H. White is the site **AVID** program. The AVID site team met regularly to plan professional development for staff meetings and more teachers attended the summer institute to become AVID trained educators. AVID binders were used at all grade levels. Students consistently used their text to justify their answers and utilize “marking the text” strategies and students are able to point to their evidence or underline their supporting text. Students were given college trivia every Monday and were encouraged to participate in research to find the answer and every Wednesday was college-wear Wednesday.

The third area of strength identified by D.H White is the incorporation and use of **Restorative Justice Practices**. Administrators and staff members attended restorative justice professional development throughout the school year and put those practices into use for all disciplinary issues that came to the office. Restorative Justice behavior contracts and resources were used by staff frequently throughout the year and there was an overall Increased awareness across campus about what restorative justice is, how it works and why it is important to utilize.

Three areas identified for continued growth and focus at D.H White School are to **Provide an Increase in Student Interventions, Increase Parent Engagement in Student Learning as well as the Transition of 6th Grade Returning D.H White.**

Riverview Middle School

Riverview has made positive changes and growth in the areas of **School Culture**. Riverview created a Positive Behavior Intervention and Supports (PBIS) team and analyzed student behavior to identify common students and student behaviors that require extra support. They discovered that it is not enough to eliminate negative behaviors but instead those behaviors need to be replaced with positive rewards, incentives and recognition. This school year they continued the “Panther of the Month” and started new traditions, such as sending home postcards for positive student behaviors and “Paws-itive Office Referrals”.

Another Area of growth has been surrounding **AVID Certification and Professional Development**. This year the Riverview AVID team identified areas of support that teachers would like to receive professional development on during staff meetings and collaboration. They selected a main area of work as Focused Note Taking (FNT). They received professional development from Christa Evans, the Area Project Specialist for AVID, at the start of the year and continued that professional Development throughout the year. Teachers met with their AVID mentors 3 times through the course of the school year to discuss the FNT. Feedback on the process showed that the teachers felt supported and they appreciated the opportunity to meet one-on-one to discuss the aspects of FNT that pertained most to them. On May 27 Riverview received an email from the area AVID director indicating they have now become a certified AVID school.

A third area of pride for Riverview has been their **Transition to Distance Learning**. The Covid-19 Pandemic and unprecedented times have left schools in a position they could have never expected. Riverview teachers began to collaborate to figure out which ways to best serve students in this new learning mode. Riverview teachers facilitated trainings District Wide to support students as well as engaged in their own professional growth and collaboration with programs including Google Classroom, FlipGrid, WeVideo and TikTok.

Three areas identified for continued growth and focus at Riverview Middle School are **Having a School-wide Focus on Writing, Providing Student Centered Classrooms** and continued **Positive Behavior Incentives and Supports (PBIS)**.

Rio Vista High School

RVHS continued to cultivate a school community that is a **Positive, Collaborative Environment Where All Adults Have a Heart for Kids**. To that end, students and staff at

RVHS have received support from the school community and local school community included RVPD, RVFD, Rotary, Lions, Soroptimist, Booster Club and community members at large. These groups have supported RVHS in many ways this year including providing a Student Resource Officer, multiple student forums and awards, funds for local scholarships, the Elizabeth McCormack Library restoration, the Elizabeth McCormack Wellness Center, and the Harvey L. Maud C. Sorensen Health and Fitness Center. RVHS is proud to be a campus that Celebrates Student Accomplishments. RVHS held Student Showcases acknowledging Honor Roll Students, provided awards for “Rammie of the Month” to honor student improvement, respect and integrity, held quarterly attendance BBQs and raffles acknowledging positive school attendance for students with 97% or better, and celebrated student body groups at large with parties for NAMI Club, Leadership class, Construction class, the Academic Decathlon, Re-designated ELL Students and play-off contenders. The larger RCVS community sponsored Awards Night as well.

Additionally, RVHS is proud to have a **College and Career Ready Campus Focus**. RVHS currently offers a multitude of campus wide supports for students including offering 11th grade student an SAT test session on campus, offering 11th grade students the PSAT at no cost, providing continued training and implementation of a Student Writing Center, providing training and implementation of a Student Math Center, Credit Recovery classes each semester, Algebra Support Periods, and increased enrollment in AVID. RVHS has five pathway programs and has begun to articulate with community colleges as well as continues to offer 8 AP classes. With these supports, 47% of the class of 2020 has a cumulative GPA of 3.0 or better. 40% of the class completed A-G requirements to be eligible for a CSU or UC. 28% if the class will attend a UC, CSU or Private School and 43% will be attending a community college or trade school.

RVHS is also honored to have completed a **Successful WASC Visit and Report Commendations in the 2019-2020 school year**. A few of the WASC highlights include having overwhelmingly positive surveys for students, parents and staff, positive outlooks on administration, administrations relationships with students as well as administration providing good leadership.

Three areas identified for continued growth and focus at Rio Vista High School are **Improving Achievement in Mathematics, Expanding Student Mental Health Resources and Partnerships to Better Support Students Who are Facing Emotional and Mental Crisis and lastly, Improving Parental Involvement**.

STATUS:

Educational Services has reviewed Bates Elementary, Walnut Grove Elementary, Delta High/Clarksburg Middle, Isleton Elementary, D.H White Elementary Riverview Middle and Rio Vista High Schools SPSAs and recommends them for Board approval.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Elena Becerra, Principal Bates Elementary School

Carrie Norris, Principal Walnut Grove Elementary School

Laura Uslan, Principal Delta High School and Clarksburg Middle School

Stacy Wallace, Principal Isleton Elementary School

Nicholas Casey, Principal D.H White Elementary School

Marcy Rossi, Principal Riverview Middle School

Vicky Turk, Principal Rio Vista High School

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

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

Time allocated: 10 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Katherine Wright, 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 12, 2020 and the Special meeting of the Board of Trustees on May 26, 2020.

BACKGROUND:

Attached are the Minutes from the Regular meeting of the Board of Trustees on May 12, 2020 and the Special meeting of the Board of Trustees on May 26, 2020.

STATUS:

The Board is to review for approval

PRESENTER:

Katherine Wright, 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 12, 2020

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:32 p.m. on May 12, 2020. As the result of the Coronavirus Pandemic (COVID-19), on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20. This order includes directives canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The health and well-being of our students, staff and community members are the top priority for the Board of Trustee of River Delta Unified School District. To facilitate this process the meeting was held remotely via Zoom Webinar. Access was available to the public to attend with audio and video.

We have modified the meeting procedures while the Shelter-in-Place for Coronavirus Pandemic (COVID-19) is active. President Fernandez gave instructions on how the public are to address the Board during public comment or on any agenda item.

2. **Roll Call of Members:**

Alicia Fernandez, President
Don Olson, Vice President
Marilyn Riley, Clerk
Jennifer Stone, Member
Chris Elliott, Member
Rafaela Casillas, Member
Dan Mahoney, Member

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

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

- 3.1 Board President Fernandez announced items on the Closed Session Agenda
- 3.2 Public Comment on Closed Session Agenda Items. – *None to report*

4. **Board President Fernandez asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:36 pm**

Member Riley moved to approve, Member Elliot seconded. Motion carried by roll call vote 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

5. **Open Session was reconvened at 6:36 pm**

- 5.1 Roll was retaken. All members were present.

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

- 5.2 Pledge of Allegiance was led by Board President Fernandez

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

Board President Fernandez reported that during Closed Session, the Board passed Closed Session item 4.3.4.1 Resolution #786 non-reemployment for the 2020-2021 school year for Probationary 0, I & II Certificated Staff.

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

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

Board President Fernandez asked for a motion to approve the revised Open Session Agenda to include number 16. The approve the contract extension for one year to retain Sodexo as the Food Service Management Company for River Delta USD for FY 2020-21

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

8. **Public Comment:** Member Fernandez reiterated the modified meeting procedures for public comment and comments on any agenda items or non-agenda items. Nicole Latimer, Director of Educational Services announced, as of 6:49 pm, no comments had been received.

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 Stone reported she has been doing the daily lunch runs and loves seeing the kids.

Member Mahoney reported that he has also been doing the daily lunch runs with Member Stone and has been able to see the different lifestyles of the students. He stated it's amazing to be able to put a smile on their faces.

Member Fernandez reported that she has been on several lunch runs in the Walnut Grove area. Member Fernandez has been participating in the Sacramento County Office of Education's Committee Meetings each Wednesday. The committee is collaborating on scenarios for re-opening the schools. Member Fernandez mentioned that there are quite a few staff members who are also involved in the committee zoom meetings.

Member Fernandez noted that she, Member Elliott and Superintendent Wright participated in the final rounds of interviews for the principal position at Clarksburg Middle and Delta High Schools. She mentioned that there were a number of good candidates and she is hopeful that there is a great candidate for school next year.

- 9.1.2 Superintendent Wright's report(s) – Superintendent Wright reported that California Department of Education (CDE) has approved an extension for the deadline for submitting the Local Control Accountability Plan (LCAP) to December 15, 2020. However, CDE is requiring districts to complete a COVID-19 written report. The District administration is working on the required COVID-19 written report, providing explanations spelling out all the work that has been done in relationship to the COVID-19 pandemic.

Superintendent Wright expressed gratitude to Bill Spalding, Superintendent of Galt High SD and Chris Evans, Superintendent of Natomas USD, who gave the district a total of 150 hotspots combined. This will allow the District the opportunity to provide internet access to students who do not have internet service in their homes and do not have transportation to a District access point location. The District is in the process of identifying which students are in need of internet access, then determining if the hotspots will work in the locations and finally distributing hotspots to the families. At this time, 32 of the 50 activated hotspots have been distributed. Superintendent Wright stated that in the last 24 hours 14 students have gained internet access through the District Access Points located at several of the school sites.

Superintendent Wright thanked all those who have been working to distribute lunches. She mentioned that on a normal school day the cafeteria serves approximately 1200 lunches. Currently, by delivering the lunches, we are serving approximately 775 lunches to families.

Superintendent Wright commented on the series of meetings that SCOE is hosting to discuss options for re-opening our schools. These meetings have brought the opportunity to hear what other districts are doing and gather ideas on what will work to re-open in our rural communities.

- 9.1.2.1 Announcement: Sacramento County Committee will be holding a Public Hearing to consider the change in election method for River Delta Unified School District – Superintendent Wright announced that Sacramento County Committee will be holding a Public Hearing on May 19th at 5:30pm via Zoom meeting. This Public Hearing meeting is open to the public to voice their comments or concerns and for the committee to vote on the District's request to change the method used to elect its Board members. The

proposed change will be to move to a “By-Trustee Area” election method. The District has followed its normal posting methods for this meeting. The meeting information can also be found on SCOE’s website.

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; Ken Gaston, Directors of MOT

9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston, Chief Business Officer reported that the District has completed the P-2 report for the 2019-2020 school year and has an increase of 6.06 ADA over prior year.

9.2.2 Monthly Financial Report – Elizabeth Keema-Aston, Chief Business Officer was reported as submitted.

9.2.2.1 D.H. White Modular Classroom Construction Project Update – Elizabeth Keema-Aston, Chief Business Officer reported that all the items for this project have not been encumbered in the Track at a Glance report. Superintendent Wright noted that the project is on budget. However, additional funds will be needed to add blacktop around the new buildings, or other projects to finish the classrooms.

9.2.2.2 Presentation regarding proposed bond measure(s) facilities and financial plan(s) – Matt Kolker, Governmental Financial Strategies provided the Board with information needed before considering potential Bond measures at the November 3, 2020 elections.

9.2.2.3 May Revise Preview, provided by the Department of Finance – Elizabeth Keema-Aston gave the highlights of the Department of Finance May Revise and announced that School Services May Revise Conference will be held on May 19, 2020. She noted that with the preview of this dismal news, it is still unknown how it will impact the District.

9.2.3 Maintenance, Operations & Transportation Update, Ken Gaston, Director of MOT – Mr. Gaston reported that the PTC of D.H White Elementary School would like to replace some of the playground equipment. The cost of purchasing and installing the equipment will be covered by the PTC organization.

Mr. Gaston gave an update for the Electric Bus Grants. He mentioned that the District has been approved for four (4) bus certificates, four (4) full size busses and one (1) half size bus. Unfortunately, the grant process has come to a halt during the pandemic. If fully funded and accepted by the District, the grant will be over two million dollars’ worth of electric busses. The District would need to provide the infrastructure for the busses. However, the cost from the infrastructure is reimbursable from the state.

Mr. Gaston also announced that his department has applied for the Solano County California Air Resources Board (CARB) grant to replace light duty vehicles and a lawnmower.

The old portable has been removed from the property at D.H. White Elementary School. The cement pads have been poured for the Modular Classrooms. The approximate date of installation of the classrooms is May 26th.

Member Riley thanked Mr. Gaston for all his hard work.

9.3 Education Services’ Reports and/or Presentation(s) - Nicole Latimer, Director of Educational Services and Special Education

9.3.1 Educational Services Update – Nicole Latimer, Director of Educational Services reported that distance learning is in full swing with new instructional material. The District Service Agreement (DSA) has been submitted and approved by the Regional Migrant Education Office. The District’s Teacher on Special Assignment (TOSA), Steve Wright has played an instrumental role in the development and rollout of distance learning and its support. The Summer AVID Institute for in-person schedules have been cancelled and provider is

working on providing an online platform. Ms. Latimer has been working with the SCOE collaborative group for conditions on returning to school.

Ms. Latimer presented photos of the D.H. White, Isleton, Riverview and Rio Vista High Schools' Staff parade. She thanked Alyson Stiles, a teacher from Riverview Middle School, for orchestrating the entire event. The photos of the students were heartwarming and enjoyed by students, staff and parents alike.

Mrs. Turk had a banner made with all the senior portraits of the graduating class and placed it along the fence with entering Rio Vista. Delta High School also celebrated their Seniors by placing a Senior tribute sign at each one of their homes.

Ms. Latimer read a letter she wrote to the RDUSD Board of Trustees sharing her views of her first year as the Director of Education Services and Special Education. She spoke the pandemic and of the all the helpers and teamwork it has taken to get through this time of disaster we call the COVID-19. She spoke of the outstanding Superintendent we have leading us. And lastly, she stated that "When you see the helpers, you see the heart of RDUSD."

Members of the Board thanked Ms. Latimer for the heartwarming letter.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – No report given

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 14, 2020

10.2 Receive and Approve Monthly Personnel Reports

As of May 12, 2020

10.3 District's Monthly Expenditure Report

April 2020

10.4 Request approval for Vicky Turk, Noelle Gomes and Jane Cronin as Rio Vista High School's Representative to the CIF League for 2020-2021 and Jennifer Walker and Katherine Ingalls as Delta High School's Representative to the CIF League for 2020-2021 – Victoria Turk and Laura Uslan

President Fernandez requested to pull item 10.4 for discussion.

Member Elliott moved to approve with the exception of consent item 10.4, Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

President Fernandez noted that Katherine Ingalls was on the CIF form twice. Jennifer Walker, Vice Principal would fill one of those entries. With this correction, she would move to approve.

Member Fernandez moved to approve consent item 10.4, Member Stone seconded. Motion carried by roll call vote 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

Action Items -- Individual speakers shall be allowed two minutes to address the Board on any agenda item. The Board may limit the total time for public input on each agenda item to 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 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 2020 – Katherine Wright, Superintendent

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

12. Request to approve Resolution #787 Authorizing FY 2019-2020 expenditures from Educational Protection Act Funds (Prop. 30) – Elizabeth Keema-Aston, Chief Business Officer

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

13. Request to approve two new elective classes at Riverview Middle School: History Enrichment and STEM Coding – Marcy Rossi, Riverview Middle School Principal and Nicole Latimer, Director of Education Services and Special Education

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

14. Request to approve the Special Education Local Plan Agency (SELPA) Certification Agreement to State & Federal Assurances – Nicole Latimer, Director of Education Services and Special Education

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

15. Request to approve the revised of the Board Policies, Administrative Regulations or Exhibits for BP/AR 5116.1 Intra-district Open Enrollment as well as the COVID-19 Special Release Board Policies, April 2020 – Katherine Wright, Superintendent

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

16. Request to approve the contract extension for one year to retain Sodexo as the Food Service Management Company for River Delta USD for FY 2020-21 – Elizabeth Keema Aston, Chief Business Officer

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

17. Re-Adjourn to continue Closed Session, if needed – Board President reported that re-adjourning to Closed Session was not necessary.

18. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Fernandez reported Closed Session was not necessary – no actions to report.

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

Ms. Latimer reported she has been monitoring the comment card submissions and as of 8:13pm, there were still no comment cards submitted.

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

The meeting was adjourned at 8:55 pm

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder

End

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

SPECIAL MEETING

May 26, 2020

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 9:05 a.m. on May 26, 2020. As the result of the Coronavirus Pandemic (COVID-19), on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20. This order includes directives canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The health and well-being of our students, staff and community members are the top priority for the Board of Trustee of River Delta Unified School District. To facilitate this process the meeting was held remotely via Zoom Webinar. Access was available to the public to attend with audio and video.

We have modified the meeting procedures while the Shelter-in-Place for Coronavirus Pandemic (COVID-19) is active. President Fernandez gave instructions on how the public are to address the Board during public comment or on any agendized item.

2. **Roll Call of Members:**

Alicia Fernandez, President
Don Olson, Vice President
Marilyn Riley, Clerk
Jennifer Stone, Member
Chris Elliott, Member
Rafaela Casillas, Member
Dan Mahoney, Member

Also, present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.

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

- 3.1 Board President Fernandez announced items on the Closed Session Agenda
- 3.2 Public Comment on Closed Session Agenda Items. – *None to report*

4. **Board President Fernandez asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 9:06 am**

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

5. **Open Session was reconvened at 10:28 am**

- 5.1 Roll was retaken. All members were present.

Also, present: Katherine Wright, Superintendent and Jennifer Gaston, Recorder.

- 5.2 Pledge of Allegiance was led by Board President Fernandez

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

Board President Fernandez reported that during Closed Session the Board didn't take any actions.

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

Board President Fernandez asked for a motion to approve the Open Session Agenda.

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

8. **Public Comment:** Member Fernandez reiterated the modified meeting procedures for public comment and comments on any agendized or non agendized items. Nicole Latimer, Director of Educational Services announced, as of 10:32 am, no comments had been received.

9. Request to approve the Personnel Transaction Report as of May 26, 2020 – Katherine Wright, Superintendent

Superintendent Wright introduced Christine Mabery and announced that if the Board approves the Personnel Transaction Report, she will be the new Delta High and Clarksburg Middle School Principal starting in the 2020-2021 school year. Once approved, the Board welcomed her to the District.

Member Fernandez moved to approve, Member Riley seconded. Motion carried by roll call vote 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)
10. Request to approve the job description for a Supervisor of Student & Staff Information Systems – Katherine Wright, Superintendent

Member Riley moved to approve, Member Casillas seconded. Motion carried by roll call vote 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)
11. Adjourn to continue Closed Session, if needed – Board President reported that re-adjourning to Closed Session was not necessary.
12. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Fernandez reported Closed Session was not necessary – no actions to report.
13. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

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

The meeting was adjourned at 10:45 am

Submitted:

Approved:

Katherine Wright, 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 9, 2020

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:

Katherine Wright, 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

RIVER DELTA UNIFIED SCHOOL DISTRICT
PERSONNEL TRANSACTION AND REPORT
DATE: June 9, 2020

NAME	SCHOOL OR DEPARTMENT	NEW OR CURRENT POSITION	TRANSACTION, EFFECTIVE AT
			*CLOSE OF THE DAY
			**BEGINNING OF THE DAY
ADMINISTRATIVE			
CERTIFICATED			
Julie Makar	Clarksburg Middle/Delta High	Science Teacher 1.0 FTE	Resigned effective *6/5/2020
Lynne Imel	Districtwide	Social Worker 1.0 FTE	Retiring effective *6/5/2020
Jason Burt	Clarksburg Middle School	Social Science Teacher 1.0 FTE	Hired effective **8/7/2020 (Vice Danielle Taylor)
Reilly Moran	Rio Vista High	Math Teacher 1.0 FTE	Hired effective **8/7/2020 (Vice Cody Kuchulis)
CLASSIFIED MANAGEMENT			
Sharon Silva	District Office	Chief Business Officer 1.0 FTE	Hired effective **7/1/2020 (Vice Elizabeth Keema-Aston)
CLASSIFIED			
Chris Slape	State Preschool	Preschool Asst. Teacher 7 hrs/day	Resigned effective *6/5/2020
Michael Imel	Districtwide	Behavioral Mgmt Tech 7 hrs/day	Retiring effective *6/5/2020
Christina Ricketts	District Office	Admin Asst State & Fed Pgms 1.0 FTE	Retiring effective *6/30/2020
Shirley Owens	Transportation Department	Transportation Asst. 1.0 FTE	Resiging effective *5/29/2020
Patricia Ciaramitaro	Isleton Elementary School	Secretary 1.0 FTE	Retiring effective *6/30/2020

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 10.3

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

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 the monthly expenditure summary report as submitted.

Time allocated: 2 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 02, 2020, 9:47 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014992 A & A ELCTRIC PO BOX 706 ACAMPO, CA 95220 (209) 333-9306	1,000.00	540622 MAINT REPAIRS	05/12/2020	20354230 PO-200903	1,000.00	N
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696 (707) 374-6317	29.95	34407 TRANS PARTS	05/26/2020	20356168 PO-200984	29.95	N
000193 ACE HARDWARE 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (0) - 0	240.16	270676 MAINT SUPPLIES	05/12/2020	20354259 PO-200980	240.16	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010 (800) 608-2272	329.25	APRIL ACSA DUES	05/05/2020	20352929 PV-200631	329.25	N
014880 AIR ONE MECHANICAL 23468 RANCHO RAMON CT TRACY, CA 95304 (209) 914-3354	611.51	201086 MAINT REPAIRS	05/12/2020	20354241 PO-200166	611.51	N
015036 ALLEN, JANETTE 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	1,220.00	DHS FFA CON REIMB	05/05/2020	20352894 PV-200599	1,220.00	N
014529 APPLE EDUCATION	75.63	AB42855824 SP ED IPAD	05/05/2020	20352954 PO-201008	75.63	N

5300 RIATA PARK CRT. BLDG C
AUSITN, TX 78727

(512) 674-6821 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015046 ARIAS, EMMA 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	270.00	DHS FFA CON REIMB	05/05/2020	20352895 PV-200609	270.00	N
(0) - 0						N
015032 ARMSTRONG, KIM 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	345.00	DHS FFA CON REIMB	05/05/2020	20352896 PV-200595	345.00	N
(0) - 0						N
014367 BANK OF AMERICA PO BOX 15796 WILMINGTON, DE 19886-5710	4,193.47	CTEIG TONER	05/21/2020	20355787 PO-201006	365.22	N
		TRANS SUPPLIES	05/21/2020	20355787 PO-201010	33.87	N
		TRANS SUPPLIES	05/21/2020	20355787 PO-201012	251.51	N
		MAINT SUPPLIES	05/21/2020	20355787 PO-201013	174.06	N
		SP ED SUPPLIES	05/21/2020	20355787 PO-201036	11.88	N
		BRD MICROPHONES	05/21/2020	20355787 PO-201037	68.00	N
		DW ZOOM PRO	05/21/2020	20355787 PO-201038	699.80	N
		ASP SUPPLIES	05/21/2020	20355787 PO-201049	38.37	N
		ASP SUPPLIES	05/21/2020	20355787 PO-201049	472.26	N
		ASP SUPPLIES	05/21/2020	20355787 PO-201049	38.37	N
		ASP SUPPLIES	05/21/2020	20355787 PO-201063	1,216.71	N
		ASP SUPPLIES	05/21/2020	20355787 PO-201063	98.86	N
		ASP SUPPLIES	05/21/2020	20355787 PO-201063	98.86	N
		ASP SUPPLIES	05/21/2020	20355787 PO-201071	287.75	N
		RMS TONER	05/21/2020	20355787 PO-201073	420.55	N
		WORKSHOP CANCELLATION REFUND	05/21/2020	20355787 PV-200668	49.99	N
		SIGNS DISTRICT WIDE	05/21/2020	20355787 PV-200668	241.85	N
015060 BANK OF STOCKTON CARD SERVICE CENTER PO BOX 569091 DALLAS, TX 75356-9091	25.00	CREDIT CARD ANNUAL FEE	05/19/2020	20355200 PV-200646	25.00	N
(0) - 0						N
012586 BAY ALARM 60 BERRY DRIVE PACHECO, CA 94553	12,345.08	DW ALARMS	05/05/2020	20352930 PV-200639	5,894.99	N
		RVHS ALARM	05/05/2020	20352930 PV-200639	243.15	N
		RVHS FIRE MONITORING	05/05/2020	20352930 PV-200639	2,037.18	N

(209) 465-1986	N	BALCO HOLDINGS	BATES ALARM	05/05/2020	20352930	PV-200639	360.09	N
			BATES ALARM	05/05/2020	20352930	PV-200639	236.16	N
			RMS ALARM	05/05/2020	20352930	PV-200639	393.81	N
			RVHS ALARM	05/05/2020	20352930	PV-200639	342.96	N
			DO ALARM	05/05/2020	20352930	PV-200639	546.75	N
			ISLE CAMERA	05/12/2020	20354242	PO-200069	39.99	N
			WG INSTALL	05/26/2020	20356183	PV-200669	2,250.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615	197.60	BATES SUPPLIES	05/26/2020	20356169 PO-200868	197.60	N
(0) - 0						N
015041 BINNS, LYNN 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	1,140.00	DHS FFA CON REIMB	05/05/2020	20352897 PV-200604	1,140.00	N
(0) - 0						N
015063 BOARER, JASON PO BOX 4829 AUBURN, CA 95604	207.07	WASC MILEAGE/MEALS WASC MILEAGE/MEALS	05/19/2020 05/19/2020	20355221 TC-200219 20355221 TC-200219	189.75 17.32	N N
(0) - 0						N
015061 BROWN, WILLIAM 290 TRAMWAY DR MILPITAS, CA 95035	148.88	WASC MILEAGE/MEALS WASC MILEAGE/MEALS	05/19/2020 05/19/2020	20355222 TC-200222 20355222 TC-200222	29.28 119.60	N N
(0) - 0						N
014614 BUCKMASTER 1801 TRIBUTE ROAD SACRAMENTO, CA 95815	355.02	391634 CMS AGRMNT 391633 DHS AGRMNT	05/12/2020 05/12/2020	20354243 PO-200317 20354243 PO-200340	124.32 230.70	N N
(916) 923-0500						N
015065 BUTLERS MOBILE TRANSPORT 2029 GULFSTREAM DR MODESTO, CA 95350	7,370.00	RDUSD -1 MODULAR TRANSPORT	05/26/2020	20356202 PV-200688	7,370.00	N
(0) - 0						N
001288 CAGE, AMY 15020 REYNOSA DR.	100.00	BATES SUPPLIES	05/19/2020	20355182 PO-200521	100.00	N

RANCHO MURIETA, CA 95683

() - N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333	526.42	ISLE WATER ISLE WATER ISLE WATER	05/19/2020 05/19/2020 05/19/2020	20355201 PV-200647 20355201 PV-200647 20355201 PV-200647	207.17 198.13 121.12	N N N
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544	26.25	ZBA006 BATES WATER ZMO002 MOKE WATER	05/05/2020 05/05/2020	20352961 PO-200273 20352961 PO-200280	8.75 17.50	7 7
013205 CALIFORNIA FFA PO BOX 460 GALT, CA 95632 (209) 744-1600	930.00	RVHS LEADERSHIP PACKETS	05/19/2020	20355183 PO-200672	930.00	N
011649 CALIFORNIA STATE UNIVERSITY SACRAMENTO 6000 J STREET SACRAMENTO, CA 95819-6010 () -	625.00	301690129 SALVINO SCLRSHIP	05/12/2020	20354231 PO-201094	625.00	N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,175.41	ISLE WASTE	05/26/2020	20356184 PV-200670	1,175.41	N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615 (0) - 0	72.96	WG MILEEAGE	05/26/2020	20356185 PV-200671	72.96	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015059 CAPEL, HEATHER 17213 NE 236TH CT. BRUSH PRAIRIE, WA 98606	47.40	ARYSSA LUNCH REFUND	05/19/2020	20355225 TC-200220	47.40	N
(0) - 0						N
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822	9,558.21	2624557/2624558/2624556 NPS	05/12/2020	20354244 PO-200530	9,558.21	N
(916) 923-1789		N ADVANCE EDUCAT				
015051 CARLI, MARGUERITE 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	1,090.00	DHS FFA CON REIMB	05/05/2020	20352898 PV-200614	1,090.00	N
(0) - 0						N
014082 CAS INSPECTION INC 373 PEBBLE BEACH DRIVE RIO VISTA, CA 94571	11,000.00	2446 DSA INSP DHW MODULARS 2446 DSA INSP DHW MODULARS	05/19/2020 05/19/2020	20355197 PO-201023 20355197 PO-201023	5,500.00 5,500.00	N N
(925) 584-1930						N
014798 CCHAT CENTER SACRAMENTO 11100 COLOMA RD RANCHO CORDOVA, CA 95670	1,045.17	NOV, DEC, FEB, MAR HRING SERV	05/05/2020	20352962 PO-201091	1,045.17	N
(916) 361-7290						N
002616 CDT INC 250 N GOLDEN CIRCLE DRIVE SUITE 210 SANTA ANA, CA 92705	202.00	48093 DOT DRUG TESTING	05/05/2020	20352931 PV-200623	202.00	N
(562) 986-4200						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012862 CENTER STATE PIPE & SUPPLY DIV. OF HAJOCA CORP 520 N UNION STREET STOCKTON, CA 95205 (209) 466-0871	402.55	S011320291 MAINT SUPPLIES	05/26/2020	20356170 PO-200168	402.55	N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	1,540.82	TRANS WASTE MOKE WASTE WG WAASTE BATES WASTE	05/26/2020 05/26/2020 05/26/2020 05/26/2020	20356186 PV-200672 20356186 PV-200672 20356186 PV-200672 20356186 PV-200672	132.58 79.52 877.58 451.14	N N N N
015025 CERVANTES, EMMANUEL 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	180.00	DHS FFA CON REIMB	05/05/2020	20352899 PV-200589	180.00	N
015045 CHASTAIN, JASON 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	570.00	DHS FFA CON REIMB	05/05/2020	20352900 PV-200608	570.00	N
015052 CHAVEZ, ROSALBA 52810 NETHERLANDS AVE CLARKSB, (0) - 0	320.00	DHS FFA CON REIMB	05/05/2020	20352901 PV-200615	320.00	N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641 (916) 777-7770	411.05	79460 ISLE SEWER	05/12/2020	20354245 PO-200121	411.05	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	8,223.35	RVHS SEWER	05/19/2020	20355202 PV-200648	2,310.67	N
		DHW SEWER	05/19/2020	20355202 PV-200648	128.66	N
		RMS SEWER	05/19/2020	20355202 PV-200648	40.73	N
		DO SEWER	05/19/2020	20355202 PV-200648	148.62	N
(0) - 0 N RIO VISTA FIRE		RVHS WATER	05/19/2020	20355202 PV-200648	2,871.11	N
		DHW WATER	05/19/2020	20355202 PV-200648	1,434.60	N
		RMS WATER	05/19/2020	20355202 PV-200648	1,110.66	N
		DO WATER	05/19/2020	20355202 PV-200648	178.30	N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	1,800.22	DW NETWORK	05/19/2020	20355203 PV-200649	15,104.85	N
		DW NETWORK	05/19/2020	20355203 PV-200649	16,905.07	N
(704) 936-1722 N						
014369 COOLE SCHOOL 1213 WEST LOOP NORTH HOUSTON, TX 77055	1,207.50	201094 DHW PLANNERS	05/05/2020	20352955 PO-201043	1,207.50	N
(0) - 0 N						
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139	34,282.56	146006 DHW CHROMEBOOKS	05/05/2020	20352956 PO-201039	6,090.42	N
		146005 RVHS ELMO	05/05/2020	20352956 PO-201042	687.00	N
		146005 RVHS ELMO	05/05/2020	20352956 PO-201042	55.82	N
		146005 RVHS ELMO	05/05/2020	20352956 PO-201042	55.82	N
(888) 693-2827 N		146023 MOKE PRINTER	05/05/2020	20352963 PO-201044	429.26	N
		146127 DW SERVICES	05/12/2020	20354246 PO-200010	114.83	N
		146127 DW SERVICES	05/12/2020	20354246 PO-200010	114.83	N
		146127 DW SERVICES	05/12/2020	20354246 PO-200010	114.83	N
		146127 DW SERVICES	05/12/2020	20354246 PO-200010	10,908.55	N
		146127 DW SERVICES	05/12/2020	20354264 PO-200010	229.66	N
		145810 DW IT SERVICES	05/19/2020	20355189 PO-200010	114.83	N
		145810 DW IT SERVICES	05/19/2020	20355189 PO-200010	114.83	N
		145810 DW IT SERVICES	05/19/2020	20355189 PO-200010	114.83	N
		145810 DW IT SERVICES	05/19/2020	20355189 PO-200010	10,908.55	N
		145810 DW IT SERVICES	05/19/2020	20355196 PO-200010	229.66	N
		146195 RMS NOTEBOOKS	05/26/2020	20356161 PO-201074	2,740.32	N
		146196 DHS LAPTOP	05/26/2020	20356161 PO-201081	1,370.16	N
013722 DE LAGE LANDEN PUBLIC FINANCE	1,659.75	67822561 ED SV LEASE	05/05/2020	20352964 PO-200077	188.62	N

1111 OLD EAGLE SCHOOL ROAD
WAYNE, PA 19087

(800) 736-0220

N

67774096	WG LEASE	05/12/2020	20354232	PO-200002	167.01	N
67774132	F5 LEAASE	05/12/2020	20354247	PO-200236	84.86	N
679636905	BUS OFF LEASE	05/26/2020	20356171	PO-200078	176.51	N
67947221	DO LEASE	05/26/2020	20356171	PO-200079	669.36	N
67883993	BATES LEASE	05/26/2020	20356171	PO-200274	63.39	N
67883993	CDS LEASE	05/26/2020	20356171	PO-200274	310.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335	134,031.00	18/19 ADJ MAY TAX IN LIEU	05/05/2020 05/05/2020	20352932 PV-200622 20352932 PV-200622	5,495.00- 139,526.00	N N
014046 DEPARTMENT OF HEALTH CARE SV 1501 CAPITOL AVENUE MS 4603 SACRAMENTO, CA 95899-7413 (0) - 0	112.00	MEDICAL REIMB FY 14/15	05/19/2020	20355204 PV-200650	112.00	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407 (707) 570-1000	115.30	55E1566819 WG AGRMNT 55E1562593 WG AGRMNT 55E1568274 BATES MAINT AGRMNT	05/12/2020 05/12/2020 05/19/2020	20354248 PO-200003 20354248 PO-200003 20355184 PO-200265	45.72 33.28 36.30	N N N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328 (0) - 0	226.11	5005834 DO WATER 5005834 DO DRINKING WATER	05/05/2020 05/19/2020	20352928 PV-200636 20355199 PV-200645	136.79 89.32	N N
014931 DUDE SOLUTIONS PO BOX 936580 ATLANTA, GA 31193 (877) 868-3833	2,390.10	67989 MAINT SOFTWARE	05/26/2020	20356187 PV-200674	2,390.10	N
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0	3,094.98	262117/262794 TRANS FUEL 263941/261674 TRANS FUEL	05/12/2020 05/26/2020	20354249 PO-200151 20356172 PO-200151	1,105.71 1,989.27	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010413 EARLYCHILDHOOD LLC 2 LOWER RAGSDALE SUITE 200 MONTEREY, CA 93940 (800) 836-9515 N	64.01	P39419270101 MIG ED SUPPLIES	05/05/2020	20352957 PO-201007	64.01	N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482 (916) 653-5380 N	488.91	L01614400 SEF LOCAL EXP CHRG	05/19/2020	20355205 PV-200651	488.91	N
013121 FASTER VIOLATION PROCESSING DEPARTMENT P.O. BOX 26925 SAN FRANCISCO, CA 94126-6925 () - N	18.00	T712072124483 TOLL FEE MAINT T712079803279 MAINT TOLL T712084255085 MAINT TOLL	05/05/2020 05/26/2020 05/26/2020	20352933 PV-200625 20356188 PV-200675 20356188 PV-200676	6.00 6.00 6.00	N N N
000344 FLINN SCIENTIFIC INC P.O. BOX 219 BATAVIA, IL 60510 (800) 841-3164 N	216.81	2469657/2468992 DHS SUPPLIES	05/12/2020	20354233 PO-201080	216.81	N
013912 FLORAL RESOURCES SACRAMENTO 1127 FEE DRIVE SACRAMENTO, CA 95815 (916) 504-3591 Y	470.00	120670 DHS AG WORKSHOP 120670 DHS AG WORKSHOP	05/19/2020 05/19/2020	20355185 PO-200532 20355185 PO-200532	235.00 235.00	7 7
015039 FRICKE, RONDA 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0 N	245.00	DHS FFA CON REIMB	05/05/2020	20352902 PV-200602	245.00	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	4,542.55	WG EMERG	05/26/2020	20356189	PV-200677	66.73	N
		BATES ALARM	05/26/2020	20356189	PV-200677	55.88	N
		MAINT	05/26/2020	20356189	PV-200677	221.71	N
		MOKE	05/26/2020	20356189	PV-200677	66.73	N
		RVHS	05/26/2020	20356189	PV-200677	51.24	N
(0) - 0 N		RVHS EMERG	05/26/2020	20356189	PV-200677	83.05	N
		CMS EMERG	05/26/2020	20356189	PV-200677	113.51	N
		DO EMERG	05/26/2020	20356189	PV-200677	66.73	N
		ISLE ALARM	05/26/2020	20356189	PV-200677	83.05	N
		WG ALARM	05/26/2020	20356189	PV-200677	97.02	N
		BATES EMERG	05/26/2020	20356189	PV-200677	83.05	N
		TRANS ALARM	05/26/2020	20356189	PV-200677	45.13	N
		MOKE ALARM	05/26/2020	20356189	PV-200677	51.17	N
		CMS ALARM	05/26/2020	20356189	PV-200677	83.05	N
		DO	05/26/2020	20356189	PV-200677	83.05	N
		DHW ALARM	05/26/2020	20356189	PV-200677	124.20	N
		RVHS ALARM	05/26/2020	20356189	PV-200677	124.20	N
		DO	05/26/2020	20356189	PV-200677	1,060.79	N
		RMS	05/26/2020	20356189	PV-200677	94.69	N
		RMS	05/26/2020	20356189	PV-200677	93.84	N
		RMS EMERG	05/26/2020	20356189	PV-200677	83.05	N
		WG	05/26/2020	20356189	PV-200677	99.62	N
		TRANS	05/26/2020	20356189	PV-200677	124.20	N
		TRANS	05/26/2020	20356189	PV-200677	94.69	N
		MAINT	05/26/2020	20356189	PV-200677	106.48	N
		RVHS	05/26/2020	20356189	PV-200677	173.47	N
		DHS EMERG	05/26/2020	20356189	PV-200677	83.05	N
		ISLE EMERG	05/26/2020	20356189	PV-200677	66.73	N
		ISLE	05/26/2020	20356189	PV-200677	155.09	N
		ISLE	05/26/2020	20356189	PV-200677	38.07	N
		DHW EMERG	05/26/2020	20356189	PV-200677	114.46	N
		RMS	05/26/2020	20356189	PV-200677	118.39	N
		CMS	05/26/2020	20356189	PV-200677	66.73	N
		DHW	05/26/2020	20356189	PV-200677	145.22	N
		RMS	05/26/2020	20356189	PV-200677	258.81	N
		MAINT	05/26/2020	20356189	PV-200677	65.67	N
003905 GASTON, JENNIFER 329 SACRAMENTO ST RIO VISTA, CA 94571	75.65	SUPT SUPPLIES	05/05/2020	20352965	PO-200059	75.65	N
(0) - 0 N							

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826 (916) 706-1255	1,877.50	2646 ATTY FEES 2646 ATTY FEES	05/19/2020 05/19/2020	20355206 PV-200652 20355206 PV-200652	420.00 1,457.50	Y Y
003354 GOPHER SPORT 2525 LEMOND ST SW OWATONNA, MN 55060-0998 (800) 533-0446	508.55	972000491 ASP SUPPLIES	05/12/2020	20354234 PO-201048	508.55	N
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831 (877) 311-4422	309.95	26699288 CMS LEASE	05/12/2020	20354250 PO-200316	309.95	N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690- (916) 776-1744	143.91	TRANS PARTS 13112 MAINT SUPPLIES	05/12/2020 05/26/2020	20354251 PO-200920 20356173 PO-200921	57.40 86.51	N N
015048 HANCHEN, KILEY 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	640.00	DHS FFA CON REIMB	05/05/2020	20352903 PV-200611	640.00	N
014500 HAND IN HAND THERAPEUTICS 214 ELMWOOD AVE MODESTO, CA 95354 (209) 604-8533	783.33	SP ED OCC THERAPY W/E 5/07	05/19/2020	20355190 PO-200289	783.33	Y

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 (0) - 0 N	80.30	MAINT SUPPLIES	05/19/2020	20355191 PO-200171	80.30	N
013807 HUBERT COMPANY LLC 9555 DRY FORK ROAD HARRISON, OH 45030 (800) 543-7374 N K + K AMERICA	1,926.92	876635 CAFE SUPPLIES	05/19/2020	20355217 PV-200662	1,926.92	N
014717 HUTCHINS, WILL PO BOX 1213 WALNUT GROVE, CA 95690 (0) - 0 N	100.00	BATES SUPPLIES	05/19/2020	20355186 PO-201011	100.00	N
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037 N	5,281.88	3366520 ED SV SUPPLIES 3369029 DO MASKS	05/12/2020 05/26/2020	20354235 PO-201090 20356162 PO-201097	1,078.13 4,203.75	N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770 N	457.10	526796 RVHS LEASE 526796 RVHS LEASE 526796 RVHS AGRMNT	05/12/2020 05/12/2020 05/12/2020	20354252 PO-200326 20354252 PO-200326 20354252 PO-200327	136.10 136.10 184.90	N N N
015047 JIMENEZ, JESUS 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0 N	120.00	DHS FFA CON REIMB	05/05/2020	20352904 PV-200610	120.00	N
015055 JOHNSON, SADIE	345.00	DHS FFA CON REIMB	05/05/2020	20352905 PV-200618	345.00	N

52810 NETHERLANDS AVE
CLARKSBURG, CA 95612

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003915 JOSTENS INC 21336 NETWORK PLACE CHICAGO, IL 60673-1213 (800) 413-3857	339.00	1003559 DHS DIPLOMAS	05/26/2020	20356163 PO-201079	339.00	N
014233 KEEMA-ASTON, ELIZABETH 8068 HUXLEY CT. SACRAMENTO, CA 95829 (916) 397-6704	46.00	CBO MILEAGE	05/05/2020	20352934 PV-200627	46.00	N
015021 KEREX ENGINEERING INC. 93 MONTE CRESTA AVE PLEASANT HILL, CA 94523 (0) - 0	93,100.00	APP #1 SITE IMPRV DHW MODULRS APP #1 SITE IMPRV DHW MODULRS	05/19/2020 05/19/2020	20355198 PO-201033 20355198 PO-201033	46,550.00 46,550.00	N N
015028 KOHLER, KEME 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	1,660.00	DHS FFA CON REIMB	05/05/2020	20352906 PV-200591	1,660.00	N
015044 KRUEGER, JONI 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	570.00	DHS FFA CON REIMB	05/05/2020	20352907 PV-200607	570.00	N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202 (209) 463-1900	330.00	7358 TRANS UHF SERV	05/12/2020	20354253 PO-200154	330.00	7
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET	5,491.60	3819270520 ISLE PRESCL SUPPLIE 4151860520 ASP SUPPLIES	05/26/2020 05/26/2020	20356164 PO-201005 20356164 PO-201046	476.86 940.54	N N

CARSON, CA 90895

4150440520 ASP SUPPLIES
4144000520 ASP SUPPLIES

05/26/2020 20356164 PO-201056
05/26/2020 20356174 PO-201068

1,999.63 N
2,074.57 N

(800) 424-4772

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399	1,612.77	135 ED SV SUPPLES #55 RVHS CULINARY SUPPLIES #55 RVHS SUPPLIES 135 ED SV SUPPLIES	05/05/2020 05/19/2020 05/19/2020 05/26/2020	20352935 PV-200638 20355192 PO-200478 20355192 PO-200863 20356190 PV-200680	311.38 303.45 671.03 326.91	N N N N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443	926.31	MAINT SUPPLIES	05/12/2020	20354254 PO-200172	926.31	N
015027 MAARTINEZ, IBETH 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	100.00	DHS FFA CON REIMB	05/05/2020	20352908 PV-200590	100.00	N
015034 MACIAS, MARCO 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	105.00	DHS FFA CON REIMB	05/05/2020	20352909 PV-200597	105.00	N
015053 MANNING, SHAWNA 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	345.00	DHS FFA CON REIMB	05/05/2020	20352910 PV-200616	345.00	N
015058 MARTINEZ, YAMILETH 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	170.00	DHS FFA CON REIMB	05/05/2020	20352911 PV-200587	170.00	N
015054 MASSON, HEATHER 52810 NETHERLANDS AVE	120.00	DHS FFA CON REIMB	05/05/2020	20352912 PV-200617	120.00	N

CLARKSBURG, CA 95612

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015029 MAYBERRY, DENISE 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0 N	550.00	DHS FFA CON REIMB	05/05/2020	20352913 PV-200592	550.00	N
014811 MCCARTY, HANOCH 12970 SELF ESTEEM LANE GALT, CA 95632 (209) 601-2940 Y	2,178.50	SP ED PROF SERVICES	05/19/2020	20355207 PV-200666	2,178.50	Y
014107 MCCARTY, MELADEE 12970 SELF-ESTEEM LANE GALT, CA 95632 (209) 601-2940 Y	360.00	SP ED PROF SERV	05/12/2020	20354255 PO-200065	360.00	Y
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115 (614) 755-4151 N	84.10	112437907001 ED SV BOOKS	05/05/2020	20352960 PO-200963	84.10	N
011713 MITCHELL1 14145 DANIELSON STREET POWAY, CA 92064-6886 (858) 391-5000 N	1,728.00	24281667 TRANS SHOPKEY	05/05/2020	20352937 PV-200624	1,728.00	N
014812 MITEL BUSINESS SYSTEMS 1146 NORTH ALMA SCHOOL RD MESA, AZ 85201 (0) - 0 N	1,364.00	99957758 SP ED MOBILE APPS	05/19/2020	20355208 PV-200653	1,364.00	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD	1,190.00	2039032 RMS LEASE 2047207 MODULAR LEASE	05/05/2020 05/26/2020	20352952 PV-200637 20356204 PV-200690	595.00 595.00	N N

LIVERMORE, CA 94551

(925) 606-9000

N MCGRATH RENTCO

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015038 MORAIS, JEANNE 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	520.00	DHS FFA CON REIMB	05/05/2020	20352914 PV-200601	520.00	N
(0) - 0						N
015035 MUSSO, JULIE 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	334.00	DHS FFA CON REIMB	05/05/2020	20352915 PV-200598	334.00	N
(0) - 0						N
014016 O'REILLY AUTO PARTS 233 S PATTERSON SPRINGFIELD, MO 65802	902.59	1468127 TRANS PARTS 1468127 TRANS PARTS	05/12/2020 05/26/2020	20354256 PO-200162 20356175 PO-200162	450.17 452.42	N N
(0) - 0						N O'REILLY AUTOM
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137	910.66	702649009 ASP SUPPLIES 702649009 ASP SUPPLIES 702649249 ASP SUPPLIES 702649249 ASP SUPPLIES	05/12/2020 05/12/2020 05/12/2020 05/12/2020	20354236 PO-201052 20354236 PO-201052 20354236 PO-201058 20354236 PO-201058	379.72 224.54 35.49 270.91	N N N N
(800) 228-0475						N OTC DIRECT INC
015049 PADILLA, KATHERINE 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	570.00	DHS FFA CON REIMB	05/05/2020	20352916 PV-200612	570.00	N
(0) - 0						N
014613 PANORAMA EDUCATION 24 SCHOOL STREET 4TH FLOOR BOSTON, MA 02108	8,270.00	4456 PAANORAMA LIC FEE	05/05/2020	20352958 PO-201093	8,270.00	N
(415) 598-7170						N
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204	4,202.50	72828/72842 ATTY FEES 72828/72842 ATTY FEES	05/19/2020 05/19/2020	20355209 PV-200654 20355209 PV-200654	2,555.00 1,647.50	Y Y

EAST BUILDING
TUSTIN, CA 92780

(714) 573-0900

Y PARKER & COVE

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015024 PENA, BRYAN 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	300.00	DHS FFA CON REIMB	05/05/2020	20352917 PV-200588	300.00	N
(0) - 0		N				
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605	19,951.07	RVHS GARAGE DHW DHW RMS CMS DO N. NETH LIFT PUMP DO SHOP GARAGE DHS DHS DHS ISLE LTS LTS RVHS LTS RADIO RIO ELECT	05/05/2020 05/26/2020	20352938 PV-200621 20356192 PV-200681	140.44 114.92 248.86 2,885.45 1,554.03 855.17 790.32 45.00 32.22 44.94 43.66 79.05 1,802.06 137.99 3,511.03 1,522.21 35.15 12.63 6,046.13 22.50 27.31	N N
(0) - 0		N PACIFIC GAS AN				
013554 POINT QUEST 6600 44TH STREET SACRAMENTO, CA 95823	26,594.08	334033/33400028/334017 NPS 133978 NPS 1036 NPS INST ASSTS	05/12/2020 05/12/2020 05/12/2020	20354257 PO-200297 20354257 PO-200298 20354257 PO-200857	7,101.96 3,025.32 16,466.80	N N N
(916) 422-0571		N				
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765	22,016.00	6853/6854 SPEECH THERAPY	05/12/2020	20354258 PO-200067	22,016.00	7
(317) 371-3866		Y				

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001048 QUILL CORPORATION 100 SCHELTER ROAD LINCOLNSHIRE, IL 60094-0600 (800) 789-8965	2,874.08	6475421/6481590 CMS SUPPLIES	05/26/2020	20356176 PO-200755	2,874.08	N
015033 RAPP, BRANDY 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	247.00	DHS FFA CON REIMB	05/05/2020	20352918 PV-200596	247.00	N
015037 REYNOLDS, STEVE 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	420.00	DHS FFA CON REIMB	05/05/2020	20352919 PV-200600	420.00	N
015056 RICE, TREVOR 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0	320.00	DHS FFA CON REIMB	05/05/2020	20352920 PV-200619	320.00	N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0	1,172.04	DHW WASTE DO WAASTE	05/05/2020 05/26/2020	20352936 PV-200634 20356191 PV-200678	1,048.40 123.64	N N
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691 () -	2,647.86	61671 TRANS PARTS	05/05/2020	20352967 PO-200158	2,647.86	7
011167 ROCHESTER 100 INC	536.00	46501 ASP SUPPLIES	05/12/2020	20354237 PO-201050	43.55-	N

40 JEFFERSON RD
ROCHESTER, NY 14623

46501 ASP SUPPLIES
46501 ASP SUPPLIES

05/12/2020 20354237 PO-201050
05/12/2020 20354237 PO-201050

43.55 N
536.00 N

(585) 475-0200

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013668 ROGERS, NICHOL PO BOX 934 WALNUT GROVE, CA 95690 () - N	220.75	REISSUE 4/30/20 PAYROLL	05/05/2020	20352939 PV-200644	220.75	N
015050 ROGERS, NICHOL 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0 N	70.00	DHS FFA CON REIMB	05/05/2020	20352921 PV-200613	70.00	N
000119 S & W TIRE SERVICE INC P.O. BOX 377 14400 THORNTON ROAD WALNUT GROVE, CA 95690 (916) 776-1717 N	102.60	1-636 TRANS REPAIRS	05/26/2020	20356178 PO-200810	102.60	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415 (800) 288-9941 N	1,407.32	100489331 ASP SUPPLIES 100492057 ASP SUPPLIES	05/12/2020 05/26/2020	20354260 PO-201057 20356177 PO-201067	291.52 1,115.80	N N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852 (0) - 0 N	4,664.35	BATES WG BATES BATES TRANS TRANS WG WG	05/05/2020 05/26/2020 05/26/2020 05/26/2020 05/26/2020 05/26/2020 05/26/2020 05/26/2020	20352940 PV-200629 20356193 PV-200679 20356193 PV-200679 20356193 PV-200679 20356193 PV-200679 20356193 PV-200679 20356193 PV-200679 20356193 PV-200679	57.18 27.34 2,354.28 357.82 64.66 13.67 1,673.31 116.09	N N N N N N N N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814	2,789.85	FISCAL AGENT FEES 2ND QTR FISCAL AGENT FEES 2ND QTR FISCAL AGENT FEES 2ND QTR FISCAL AGENT FEES 2ND QTR FISCAL AGENT FEES 2ND QTR	05/05/2020 05/05/2020 05/05/2020 05/05/2020 05/05/2020	20352941 PV-200643 20352941 PV-200643 20352941 PV-200643 20352941 PV-200643 20352941 PV-200643	557.97 557.97 557.97 557.97 557.97	N N N N N

(916) 874-8250

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	445.81	MOKE SEWER WG SEWER BATES SEWER	05/05/2020 05/05/2020 05/05/2020	20352942 PV-200632 20352942 PV-200632 20352942 PV-200632	113.70 198.42 133.69	N N N
(0) - 0						N
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	1,339.44	208125000884 CDS SUPPLIES 208125053865 CDS SUPPLIES 308103520894 ASP SUPPLIES	05/26/2020 05/26/2020 05/26/2020	20356165 PO-200993 20356165 PO-200993 20356179 PO-201047	142.87 371.72 824.85	N N N
(0) - 0						N
014419 SCHOOLMATE.COM PO BOX 2110 KEARNEY, NE 68848-2110	1,683.25	531994/531993/531989 ASP SUPP 531967/531966 ASP SUPPLIES	05/26/2020 05/26/2020	20356166 PO-201051 20356166 PO-201069	841.75 841.50	N N
(800) 516-8339						N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	1,435.00	EAP 042020.14 EMP ASST PROGRAM EAP 042020.14 EMP ASST PROGRAM EAP 052020.14 EMP ASST EAP 052020.14 EMP ASST	05/19/2020 05/19/2020 05/26/2020 05/26/2020	20355210 PV-200656 20355210 PV-200656 20356194 PV-200683 20356194 PV-200683	351.58 365.92 351.57 365.93	N N N N
(0) - 0						N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	4,453.00	202427 DIS 19/20	05/19/2020	20355211 PV-200655	4,453.00	N
(0) - 0						N
012968 SEATTLE POTTERY SUPPLY 35 SOUTH HANFORD STREET SEATTLE, WA 98134	331.25	03428 DHS SUPPLIES 03428 DHS SUPPLIES 03428 DHS SUPPLIES	05/12/2020 05/12/2020 05/12/2020	20354238 PO-200686 20354238 PO-200686 20354238 PO-200686	26.91 26.91 331.25	N N N
(206) 587-0570						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
015040 SERPA, DEBBIE 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	640.00	DHS FFA CON REIMB	05/05/2020	20352922 PV-200603	640.00	N
(0) - 0						N
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585	469.66	92087 MOKE PROPANE 92087 MOKE PROPANE 92087 MOKE PROPANE	05/26/2020 05/26/2020 05/26/2020	20356195 PV-200682 20356195 PV-200682 20356195 PV-200682	1.63- 1.63 469.66	N N N
(707) 425-2951						N
015062 SHEPARD, YOLANDO 7471 MASHIE CT RANCHO MURIETA, CA 95683	112.52	WASC MILEAGE/MEALS WASC MILEAGE/MEALS	05/19/2020 05/19/2020	20355223 TC-200221 20355223 TC-200221	67.28 45.24	N N
(0) - 0						N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	3,786.69	MAY 2020 PREMIUMS MAY 2020 PREMIUMS MAY 2020 PREMIUMS	05/19/2020 05/19/2020 05/19/2020	20355212 PV-200658 20355212 PV-200658 20355212 PV-200658	137.96 1,195.13 2,453.60	N N N
(0) - 0						N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710	634.48	MAY 2020 PREMIUMS MAY 2020 PREMIUMS	05/19/2020 05/19/2020	20355213 PV-200657 20355213 PV-200657	346.08 288.40	N N
(0) - 0						N
015016 SINGLEWIRE SOFTWARE PO BOX 46218 MADISON, WI 53744	4,246.73	38059 LIC FEE 38887 INFORMACAST GTWY SUPPLIE	05/12/2020 05/19/2020	20354261 PO-200917 20355187 PO-201096	2,895.00 1,351.73	Y Y
(0) - 0						Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014085 SMALL SCHOOL DISTRICTS ASSOC. 925 L STREET SUITE 1200 SACRAMENTO, CA 95814 (916) 444-9335 N	1,250.00	1702722 DISTRICT MMBRSHIP	05/12/2020	20354239 PO-201092	1,250.00	N
015042 SMITH, BARBARA 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0 N	330.00	DHS FFA CON REIMB	05/05/2020	20352923 PV-200605	330.00	N
015031 SMITH, SHYANN 52810 NETHERLANDS AVE CLARKSBURG, CA 95612 (0) - 0 N	258.00	DHS FFA CON REIMB	05/05/2020	20352924 PV-200594	258.00	N
012084 SODEXO INC & AFFILIATES PO BOX 360170 PITTSBURGH, PA 15251-6170 (0) - 0 N	70,322.37	FEB 2020 MEALS FEB 2020 MEALS MARCH 2020 MEALS MARCH 2020 MEALS	05/05/2020 05/05/2020 05/19/2020 05/19/2020	20352948 PV-200630 20352948 PV-200630 20355218 PV-200663 20355218 PV-200663	31,768.46 7,288.60 5,238.20 26,027.11	N N N N
014643 SOLANO COUNTY DEPT. OF RESOURCE MANAGEMENT 675 TEXAS ST., SUITE 5500 FAIRFIELD, CA 94533-6341 (707) 784-6765 N	49.00	21201793 PERMIT FEES	05/26/2020	20356196 PV-200684	49.00	N
012628 SOLANO COUNTY OFFICE OF EDUCATION 5100 BUSINESS CENTER DRIVE FAIRFIELD, CA 94534 (707) 399-4415 N	1,253.90	20-14840 TUPE GRANT	05/19/2020	20355214 PV-200659	1,253.90	N

3445615425	CMS	SUPPLIES	05/19/2020	20355188	PO-200338	369.69	N
3445842356	ASP	SUPPLIES	05/19/2020	20355193	PO-200482	.95-	N
3445842356	ASP	SUPPLIES	05/19/2020	20355193	PO-200482	.95	N
3445842356	ASP	SUPPLIES	05/19/2020	20355193	PO-200482	273.98	N
3445842357	ASP	SUPPLIES	05/19/2020	20355193	PO-200482	.29-	N
3445842357	ASP	SUPPLIES	05/19/2020	20355193	PO-200482	.29	N
3445842357	ASP	SUPPLIES	05/19/2020	20355193	PO-200482	83.68	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814 (0) - 0 N	64.00	443510 FINGERPRINTING	05/05/2020	20352944 PV-200635	64.00	N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114 N	214.22	543678247 DO SUPPLIES 542485776 DO SUPPLIES 5436549149 DHW SUPPLIES 544430465 DO SUPPLIES	05/05/2020 05/05/2020 05/05/2020 05/05/2020	20352966 PO-200167 20352966 PO-200167 20352966 PO-200167 20352966 PO-200167	31.40 21.19 25.30 136.33	N N N N
011477 THE COLLEGE BOARD P.O. BOX 910506 DALLAS, TX 75391-0506 (800) 323-7155 N	984.00	EA95681307 DHS PSAT	05/26/2020	20356198 PV-200673	984.00	N
014642 TITAN SCHOOL SOLUTIONS 19900 MACARTHUR BLVD #1000 IRVINE, CA 926128415 (844) 467-4700 N	7,550.00	100613 ANNUAL SUBSCRIPT FEE	05/19/2020	20355219 PV-200664	7,550.00	N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877 N	5,660.02	RVHS LD DHS LD DO LD RVHS LD DHS LD DO LD	05/19/2020 05/19/2020 05/19/2020 05/19/2020 05/19/2020 05/19/2020	20355215 PV-200660 20355215 PV-200660 20355215 PV-200660 20355215 PV-200661 20355215 PV-200661 20355215 PV-200661	1,267.92 1,235.78 305.59 1,267.11 1,235.78 347.84	N N N N N N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012 (0) - 0 N	11,220.28	APRIL 2020 GASB 75	05/05/2020	20352946 PV-200640	11,220.28	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	246.12	DO SHIPPING	05/05/2020	20352945 PV-200628	140.42	N
		DO SHIPPING	05/26/2020	20356199 PV-200686	43.70	N
		DO SHIPPING	05/26/2020	20356199 PV-200686	31.00	N
		DO SHIPPING	05/26/2020	20356199 PV-200686	31.00	N
(0) - 0 N						
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	570.83	414324202 DHW LEASE	05/26/2020	20356180 PO-200212	354.66	N
		414324202 WIND RIV LEASE	05/26/2020	20356181 PO-200212	216.17	N
(800) 328-5371 N						
013657 USLAN, LAURA PO BOX 1128 WALNUT GROVE, CA 95690	506.65	DHS SUPPLIES	05/19/2020	20355194 PO-200913	250.00	N
		CMS SUPPLIES	05/19/2020	20355194 PO-200913	250.00	N
		CMS SUPPLIES	05/19/2020	20355194 PO-200913	6.65	N
(0) - 0 N						
015030 VAN LOBENSELS, JODI 52810 NETHERLANDS AVE CLARKSBURG, CA 95612	550.00	DHS FFA CON REIMB	05/05/2020	20352927 PV-200593	550.00	N
(0) - 0 N						
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	3,029.99	DHW ADMIN	05/05/2020	20352947 PV-200642	54.11	7
		RMS ADMIN	05/05/2020	20352947 PV-200642	64.11	7
		ISLE CUST	05/05/2020	20352947 PV-200642	54.11	7
		OPERATIONS	05/05/2020	20352947 PV-200642	10.82	7
		GARDENERS	05/05/2020	20352947 PV-200642	162.33	7
		CMS CUST	05/05/2020	20352947 PV-200642	54.11	7
		BATES CUST	05/05/2020	20352947 PV-200642	54.11	7
		DHS CUST	05/05/2020	20352947 PV-200642	108.22	7
		SP ED`	05/05/2020	20352947 PV-200642	270.55	7
		BEHAVORIST	05/05/2020	20352947 PV-200642	54.11	7
		ASP	05/05/2020	20352947 PV-200642	72.15	7
		RMS SFTY	05/05/2020	20352947 PV-200642	.46	7
		DHS SFTY	05/05/2020	20352947 PV-200642	.46	7
		BATES ADMIN	05/05/2020	20352947 PV-200642	54.11	7
		DHW SFTY	05/05/2020	20352947 PV-200642	.46	7
() - Y VERIZON WIRELE						

ASP	05/05/2020	20352947	PV-200642	72.14	7
MAINT	05/05/2020	20352947	PV-200642	351.72	7
TRANS	05/05/2020	20352947	PV-200642	286.78	7
ED SV	05/05/2020	20352947	PV-200642	162.33	7
COUNSELORS	05/05/2020	20352947	PV-200642	162.33	7
RVHS SFTY	05/05/2020	20352947	PV-200642	54.11	7
RVHS CUST	05/05/2020	20352947	PV-200642	216.44	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELES (Continued...)		ASP	05/05/2020	20352947 PV-200642	72.15	7
		ED SV	05/05/2020	20352947 PV-200642	54.11	7
		WG SFTY	05/05/2020	20352947 PV-200642	.46	7
		WG CUST	05/05/2020	20352947 PV-200642	54.11	7
		DHW CUST	05/05/2020	20352947 PV-200642	108.22	7
		RMS CUST	05/05/2020	20352947 PV-200642	54.11	7
		DO SFTY	05/05/2020	20352947 PV-200642	.46	7
		ISLE SFTY	05/05/2020	20352947 PV-200642	.46	7
		RVHS ADMIN	05/05/2020	20352947 PV-200642	108.22	7
		NURSES	05/05/2020	20352947 PV-200642	108.22	7
		TRANS	05/05/2020	20352947 PV-200642	95.29	7
		ISLE ADMIN	05/05/2020	20352947 PV-200642	54.11	7

010476 WALLACE-KUHL & ASSOCIATES INC	645.00	202001272 DHW MODULAR INSP	05/26/2020	20356182 PO-201022	322.50	N
3050 INDUSTRIAL BLVD		202001272 DHW MODULAR INSP	05/26/2020	20356182 PO-201022	322.50	N
WEST SACRAMENTO, CA 95691						
(916) 372-1434						N

010906 WASTE MANAGEMENT OF WOODLAND	795.58	DHS WASTE	05/26/2020	20356200 PV-200687	795.58	N
P.O. BOX 78251						
PHOENIX, AZ 85062-8251						
(0) - 0						N

012247 WELLS FARGO BANK	1,350.00	1822964 SFID 2	05/05/2020	20352950 PV-200641	450.00	N
WF 8113		1822965 SFID 1	05/05/2020	20352951 PV-200641	450.00	N
P.O. BOX 1450		1842746 SFID #2CAB	05/19/2020	20355220 PV-200665	450.00	N
MINNEAPOLIS, MN 55485-8113						
(0) - 0						N

012528 WILLIAMS SCOTSMAN INC	4,880.36	RVHS LEASE	05/05/2020	20352953 PV-200626	1,124.35	N
4911 ALLISON PARKWAY		RMS LEASE	05/05/2020	20352953 PV-200626	936.96	N
VACAVILLE, CA 95688		DHW LEASE	05/05/2020	20352953 PV-200626	1,124.35	N
		RMS LEASE	05/05/2020	20352953 PV-200626	1,694.70	N
(707) 451-3000						N

014450 WIZIX	882.21	155513/156755 MOKE PRINT CHRGS	05/12/2020	20354263 PO-200275	111.49	N

4777 BENNETT DRIVE SUITE D
LIVERMORE, CA 94551

(916) 913-6191

N WIZIX TECHNOLO

154025 F5 PRINT CHRGS	05/12/2020	20354263	PO-200996	65.60	N
154151/157526 WG PRINT CHRGS	05/12/2020	20354263	PO-201015	365.31	N
157891 DO PRINT CHARGES	05/19/2020	20355216	PV-200667	29.81	N
157891 DO PRINT CHARGES	05/19/2020	20355216	PV-200667	31.65	N
157891 DO PRINT CHARGES	05/19/2020	20355216	PV-200667	132.41	N
157891 DO PRINT CHARGES	05/19/2020	20355216	PV-200667	11.21	N
157891 DO PRINT CHARGES	05/19/2020	20355216	PV-200667	18.44	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014450 WIZIX (Continued...)		157891 DO PRINT CHARGES	05/19/2020	20355216 PV-200667	.01	N
		157891 DO PRINT CHARGES	05/19/2020	20355216 PV-200667	12.78	N
		157891 DO PRINT CHARGES	05/19/2020	20355216 PV-200667	9.39	N
		157891 DO PRINT CHARGES	05/19/2020	20355216 PV-200667	36.91	N
		157891 DO PRINT CHARGES	05/19/2020	20355216 PV-200667	32.67	N
		157891 DO PRINT CHARGES	05/19/2020	20355216 PV-200667	12.00	N
		157891 DO PRINT CHARGES	05/19/2020	20355216 PV-200667	.53	N
		157891 DO PRINT CHARGES	05/19/2020	20355216 PV-200667	12.00	N
014489 ZIONS FIRST NATIONAL BANK 550 SOUTH HOPE ST., SUITE 2875 LOS ANGELES, CA 90071	350.00	8692 ADMIN FEE	05/26/2020	20356203 PV-200689	350.00	N
(0) - 0						N
014706 ZOOM IMAGING SOLUTION 1326 N. MARKET BLVD SACRAMENTO, CA 95834	444.71	2214205 DHW CONTRACT	05/19/2020	20355195 PO-200211	444.71	N
(916) 369-6526						N
District total:	637,886.31					
Report total:	637,886.31					

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.4

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Sara Hall, a Board Certified Behavioral Analyst, for the 2020-2021 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 the past two years.

STATUS:

The 2019-2020 contract was \$30,000. The 2020-2021 contract is not to exceed \$30,000.

PRESENTER: Nicole Latimer, 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 2020-2021 school year at a cost not to exceed \$30,000.

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 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:

- TERM:** The term of this agreement is from July 1, 2020 through June 30, 2021. 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.

- 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.

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

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

This is to affirm that the Contractor/Independent Contractor (Consultant), **Sara M. Hall, M.A., BCBA** by this District to perform work as indicated below and/or per attached contract/agreement:

9. Description of Duties: **To provide functional behavior assessments and behavior intervention plans for district students.**

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

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

Creating Excellence To Ensure That All Students Learn

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



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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

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RIVER DELTA UNIFIED SCHOOL DISTRICT

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

CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

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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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.5

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Hand-in-Hand Therapeutics for the 2020-2021 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 six years.

STATUS:

This is a renewal contract. The 2019-2020 contract was \$45,000. The 2020-2021 contract is not to exceed \$45,000.

PRESENTER: Nicole Latimer, 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 2020-2021 school year at a cost not to exceed \$45,000.

Time allocated: 2 minutes



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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 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, 2020 through June 30, 2021. 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.



RIVER DELTA UNIFIED SCHOOL DISTRICT

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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

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

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

- 9. Description of Duties: **To provide occupational therapy services for district Students**
- 10. Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources?

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

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CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

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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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.6

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

SUBJECT:

Request to approve the Professional Expert Agreement with Linda Mitchell for Adapted Physical Education Services for the 2020-2021 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 2020-2021 school year. The 2019-2020 contract was \$1,000. The 2020-2021 contract is not to exceed \$1,000.

PRESENTER: Nicole Latimer, 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 2020-2021 school year at a cost not to exceed \$1,000.

Time allocated: 2 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, 2020 to: June 30, 2021.

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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.7

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Meladee McCarty to provide Program Specialist services for the 2020-2021 school year at a cost not to exceed \$5,000.

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 2019-2020 contract was \$10,000. The 2020-2021 contract is not to exceed \$5,000.

PRESENTER: Nicole Latimer, 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 2020-2021 school year at a cost not to exceed \$5,000.

Time allocated: 2 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:

- TERM:** The term of this agreement is from July 1, 2020 through June 30, 2021. 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.

- 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 \$ 5,000.

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

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

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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)

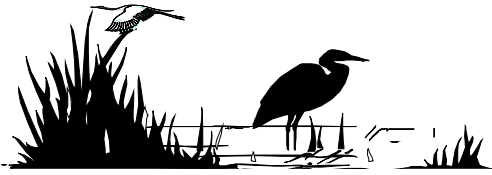
Consultant must answer the two questions below:

- 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.

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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

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 |
| River Delta High/Elementary School | River Delta Community Day School..... | Delta Elementary Charter School | | |



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

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

- 9. Description of Duties: **To provide program specialist services for district students.**
- 10. Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources?

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

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Attachment to Superintendent’s Statement

DISTRICT’S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

1/14/08

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



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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.

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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.8

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Hanoch McCarty for the 2020-2021 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 the past several years.

STATUS:

The 2019-2020 contract was \$10,000. The 2020-2021 contract is not to exceed \$10,000.

PRESENTER: Nicole Latimer, 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 2020-2021 school year at a cost not to exceed \$10,000.

Time allocated: 2 minutes



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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 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, 2020 through June 30, 2021. 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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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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Superintendent's Statement Regarding Consultant and Conflict of Interest Annual Statement Needed

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

- 9. Description of Duties: **To provide assistive technology services for district students.**
- 10. Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources?

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

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

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

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

Kathy Wright, Superintendent

Date

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

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Attachment to Superintendent’s Statement

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

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

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

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

1/14/08

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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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CONTRACTOR INSURANCE REQUIREMENTS

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

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

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

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

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

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

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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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.9

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Elaine H. Talley, M.Ed.,J.D. for the 2020-2021 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 three years.

STATUS:

The 2019-2020 contract was \$3,000. The 2020-2021 contract is not to exceed \$3,000.

PRESENTER: Nicole Latimer, 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 2020-2021 school year at a cost not to exceed \$3,000.

Time allocated: 2 minutes



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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 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, 2020 through June 30, 2021 . 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

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:

- Are you presently or have you been a member of PERS or STRS?
PERS: Yes____ No____
STRS: Yes____ No____
- 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

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

This is to affirm that the Contractor/Independent Contractor (Consultant), **Elaine H. Talley, M.Ed., J.D.** by this District to perform work as indicated below and/or per attached contract/agreement:

- 9. Description of Duties: **To mediate and/or facilitate IEP meetings.**
- 10. Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources?

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

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

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

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

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

Kathy Wright, Superintendent

Date

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

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Attachment to Superintendent’s Statement

DISTRICT’S CONFLICT-OF-INTEREST CODE

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

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

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

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

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

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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:

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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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.10

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

SUBJECT:

Request to approve the Bates Elementary, Walnut Grove Elementary, Delta High, Clarksburg Middle, Isleton Elementary, D.H. White Elementary, Riverview Middle, and Rio Vista High Schools Single Plans for Student Achievement for the 2020-2021 school year.

Single Plans for Student Achievement Summaries (SPSA) for RDUSD

RDUSD school sites have been working steadfast and diligently to continue to provide our students with opportunities for excellence in education and experiences that are rich rigor, technology and campus culture. In preparing their SPSAs, each Principal has provided us with three areas they are proud of as well as three areas for continued growth. This Board Brief serves as a summary of those areas. Detailed information can be found in each school site submission along with the full SPSA for each school site.

Bates Elementary

Bates Elementary School is proud to provide a **Student-Centered Environment with Student Involvement and Opportunities for College and Career Readiness**. This provides students a voice and options. Bates has implemented AVID Kindergarten through 6th grade. Students also participated in College Week, a huge hit at Bates Elementary school. During college week, each student received a college T-shirt. Bates also provides students the opportunity to participate in Student Council as well as Peer Mediation. This includes monthly leadership academies and provides both presentation and leadership skills. Student council also has monthly meetings to plan for student events, spirit weeks, monthly meeting reports and morning announcements.

Another area of strength for Bates Elementary School is to **Continue to Foster the Love for Reading**. This is fostered by the Accelerated Reader (AR) program. Kindergarten through first grade participate as a class until they are able to utilize the AR independently. Kindergarten through sixth grade students participate in AR incentives are provided by Bates PTA. Hitting weekly target goals are celebrated by "Run the Halls", quarterly targets are celebrated by quarter incentives and the end-of-year targets are celebrated by the end of year culmination celebrations.

A third area of strength and celebration is **Reclassification for English Language Learner Students**. Bates continues to have the goal for all ELL students to be reclassified before leaving 6th grade. This is supported through parent meetings, continued progress monitoring of MAP scores and ELPAC scores, providing Designated and Integrated ELD, providing and ELD

Specialist to meet and collaborate with teachers to help incorporate continued differentiation and ELD strategies to assist students in their core classes. In the 2019-2020 school year there were fifteen students reclassified.

Three areas identified for continued improvement at Bates Elementary are to **Improve Student Achievement in ELA, Math and Writing, to Improve Parental and Student Involvement/School Culture and Communication as well as Continued Improvement in the Identified Areas of Strength.**

Walnut Grove Elementary

Walnut Grove Elementary is excited to share three areas of success for the 2019-2020 school year. One of those areas of success is **Parent Involvement**. Parent involvement has been a strength for several years now at Walnut Grove. There has been an increase in the number of dads participating in events such as our volleyball tournament fundraiser, field trips, Donuts for Dad, Strengthening Families Parenting Classes, English Classes, Game Nights, and Science Nights.

A second area of strength is **Continued School Wide AVID Implementation**. Walnut Grove continued their school wide AVID program this year. Teachers each took turns providing professional development on a different AVID strategy at a staff meeting each month. Note taking, organization, growth mindset, and a college and career focus continued to be evident across the school in every classroom. A very well attended AVID Night for parents was held in the beginning of August. All staff attended at least one AVID training offered at the Sacramento County Office of Education during this school year.

The third area of strength is **Increased Collaboration with Neighboring Schools**. An additional success was taking the show on the road and helping support our neighboring schools by bringing Game Nights and Donuts for Dad to other sites this year. The amazing Walnut Grove team was so excited to share their tricks for parent engagement with other sites.

Three areas identified for continued improvement at Walnut Grove Elementary are **Increasing Tutoring and Intervention Opportunities for Students, Providing Professional Development to all Teachers on Science Standards and Ensuring That Science Standards are Being Taught to have an increase in our California Science Test (CAST), and a Focus on moving more EL students up an ELPI level and reducing the number of students who declined an ELPI level.**

Delta High School and Clarksburg Middle School

Delta High School and Clarksburg Middle School Staff are honored to share that **Continuing to Support a College-Going Culture for all students at CMS And Delta** as an area of strength. Delta and CMS view the pinnacle of this success as the high percentage of graduates who both understand and then meet the A-G requirements for college admission. DHS has 29 completer students this year (55% of the graduating class). With a school population comprised of 63% Hispanic students, DHS is proud to share that 62% of it's class of 2020 completers are Hispanic, thus accurately representing their school population.

Another proud area of strength and opportunity for DHS this year was **The Ability to Take the Entire Junior Class and Half of the Senior Class to San Francisco to See Hamilton**. In November, DHS in collaboration with the community of Clarksburg, was able to provide this chance of a lifetime to their students. The entire day was spectacular and memorable for all.

The third area of strength and opportunity identified by **DHS and CMS is having a Staff Focus on Creating a Safe, Trauma-Sensitive Environment for All Students.** This year the DHS and CMS staff completed a book study by reading *The Trauma Sensitive Classroom*. Additionally, the staff created a Positive Behavior Intervention and Support (PBIS) chart with a focus around their three schoolwide norms. Site administration utilized the training received at district leadership to lead this process. Site administration maintained a focus on reducing suspensions with the use restorative practices.

Three areas identified for continued growth and focus at Delta High School and Clarksburg Middle School are **Meeting the Social-Emotional Needs of their Students When they Return from School Closure, Continuing to Recruit, Train and Retain Highly Qualified Teachers and Ensuring the Accuracy and Improvement of State Dashboard Data.**

Isleton Elementary School

Isleton Elementary School is proud to share that **Recognizing and Honoring Student Achievement** is an area of strength for the 2019-2020 school year. The Positive Tiger Award recognizes two star-students every month for doing something great. This award can be academic based, perseverance, kindness, hard work or dedication. Those students then get to come to the office and get a positive phone call home from the Principal. Isleton Tigers are also provided an SBAC Medal Ceremony. Students are rewarded for SBAC performance on Math and ELA, gaining 100 points and moving up levels, CAST science assessment progress, and the Physical Fitness Test. Tigers are also provided Character Education Assemblies, Awards Nights and Perfect Attendance Rewards.

Another area of strength at Isleton School is **Strong Staff Collaboration.** Isleton staff meets quarterly to review and discuss student progress at Data Wall meetings and they work together to make data driven decisions. Staff meets regularly to discuss vertical articulation to ensure that students are getting the information needed in order to be successful in the next grade level. Teachers share specific teaching strategies or Best Practices that have the largest impact on student performance. They actively share their expertise and support each other in order to provide students with the best education.

The third area of strength identified in the 2019-2020 SPSA by Isleton School is having a **Positive School Climate.** Positive school culture is facilitated through grade level “class meetings”. There is a schoolwide focus on “Tiger Family” treating everyone with positive behavior. There is a continued focus on creating a safe campus by reducing suspensions, creating student behavior contracts that repair relationships and allow students to reflect. Students and Staff participate in Yoga and Mindfulness in order to promote social and emotional learning. Isleton also maintains an active Student Council with leadership that works to create school involvement opportunities: including Spirit Weeks, school dances, fundraisers and morning announcements.

Three areas identified for continued improvement at Isleton Elementary are **Chronic Absenteeism, Parent Involvement and to Continue to Provide Students with Intervention as well as Social Emotional Support for Students.**

D.H. White Elementary

D. H. White Elementary is proud to celebrate the **Principal’s 200 Club** as an area of strength in 2020. 10 Students a day were selected by a staff member as “Scholar Students.” They were selected for a variety of reasons including following school rules, showing kindness, academic excellence, perfect attendance and preparedness. Those students presented to the office, signed an autograph book and Mr. Casey or Mr. D’Amico called the students family to share positive information. The Principals 200 club decreased office referrals, suspensions and improved overall school culture.

The next area of strength identified by D.H. White is the site **AVID** program. The AVID site team met regularly to plan professional development for staff meetings and more teachers attended the summer institute to become AVID trained educators. AVID binders were used at all grade levels. Students consistently used their text to justify their answers and utilize “marking the text” strategies and students are able to point to their evidence or underline their supporting text. Students were given college trivia every Monday and were encouraged to participate in research to find the answer and every Wednesday was college-wear Wednesday.

The third area of strength identified by D.H White is the incorporation and use of **Restorative Justice Practices**. Administrators and staff members attended restorative justice professional development throughout the school year and put those practices into use for all disciplinary issues that came to the office. Restorative Justice behavior contracts and resources were used by staff frequently throughout the year and there was an overall Increased awareness across campus about what restorative justice is, how it works and why it is important to utilize.

Three areas identified for continued growth and focus at D.H White School are to **Provide an Increase in Student Interventions, Increase Parent Engagement in Student Learning as well as the Transition of 6th Grade Returning D.H White.**

Riverview Middle School

Riverview has made positive changes and growth in the areas of **School Culture**. Riverview created a Positive Behavior Intervention and Supports (PBIS) team and analyzed student behavior to identify common students and student behaviors that require extra support. They discovered that it is not enough to eliminate negative behaviors but instead those behaviors need to be replaced with positive rewards, incentives and recognition. This school year they continued the “Panther of the Month” and started new traditions, such as sending home postcards for positive student behaviors and “Paws-itive Office Referrals”.

Another Area of growth has been surrounding **AVID Certification and Professional Development**. This year the Riverview AVID team identified areas of support that teachers would like to receive professional development on during staff meetings and collaboration. They selected a main area of work as Focused Note Taking (FNT). They received professional development from Christa Evans, the Area Project Specialist for AVID, at the start of the year and continued that professional Development throughout the year. Teachers met with their AVID mentors 3 times through the course of the school year to discuss the FNT. Feedback on the process showed that the teachers felt supported and they appreciated the opportunity to meet one-on-one to discuss the aspects of FNT that pertained most to them. On May 27 Riverview received an email from the area AVID director indicating they have now become a certified AVID school.

A third area of pride for Riverview has been their **Transition to Distance Learning**. The Covid-19 Pandemic and unprecedented times have left schools in a position they could have never expected. Riverview teachers began to collaborate to figure out which ways to best serve students in this new learning mode. Riverview teachers facilitated trainings District Wide to support students as well as engaged in their own professional growth and collaboration with programs including Google Classroom, FlipGrid, WeVideo and TikTok.

Three areas identified for continued growth and focus at Riverview Middle School are **Having a School-wide Focus on Writing, Providing Student Centered Classrooms** and continued **Positive Behavior Incentives and Supports (PBIS)**.

Rio Vista High School

RVHS continued to cultivate a school community that is a **Positive, Collaborative Environment Where All Adults Have a Heart for Kids**. To that end, students and staff at

RVHS have received support from the school community and local school community included RVPD, RVFD, Rotary, Lions, Soroptimist, Booster Club and community members at large. These groups have supported RVHS in many ways this year including providing a Student Resource Officer, multiple student forums and awards, funds for local scholarships, the Elizabeth McCormack Library restoration, the Elizabeth McCormack Wellness Center, and the Harvey L. Maud C. Sorensen Health and Fitness Center. RVHS is proud to be a campus that Celebrates Student Accomplishments. RVHS held Student Showcases acknowledging Honor Roll Students, provided awards for “Rammie of the Month” to honor student improvement, respect and integrity, held quarterly attendance BBQs and raffles acknowledging positive school attendance for students with 97% or better, and celebrated student body groups at large with parties for NAMI Club, Leadership class, Construction class, the Academic Decathlon, Re-designated ELL Students and play-off contenders. The larger RCVS community sponsored Awards Night as well.

Additionally, RVHS is proud to have a **College and Career Ready Campus Focus**. RVHS currently offers a multitude of campus wide supports for students including offering 11th grade student an SAT test session on campus, offering 11th grade students the PSAT at no cost, providing continued training and implementation of a Student Writing Center, providing training and implementation of a Student Math Center, Credit Recovery classes each semester, Algebra Support Periods, and increased enrollment in AVID. RVHS has five pathway programs and has begun to articulate with community colleges as well as continues to offer 8 AP classes. With these supports, 47% of the class of 2020 has a cumulative GPA of 3.0 or better. 40% of the class completed A-G requirements to be eligible for a CSU or UC. 28% if the class will attend a UC, CSU or Private School and 43% will be attending a community college or trade school.

RVHS is also honored to have completed a **Successful WASC Visit and Report Commendations in the 2019-2020 school year**. A few of the WASC highlights include having overwhelmingly positive surveys for students, parents and staff, positive outlooks on administration, administrations relationships with students as well as administration providing good leadership.

Three areas identified for continued growth and focus at Rio Vista High School are **Improving Achievement in Mathematics, Expanding Student Mental Health Resources and Partnerships to Better Support Students Who are Facing Emotional and Mental Crisis and lastly, Improving Parental Involvement**.

STATUS:

Educational Services has reviewed Bates Elementary, Walnut Grove Elementary, Delta High/Clarksburg Middle, Isleton Elementary, D.H White Elementary Riverview Middle and Rio Vista High Schools SPSAs and recommends them for Board approval.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maria Elena Becerra, Principal Bates Elementary School

Carrie Norris, Principal Walnut Grove Elementary School

Laura Uslan, Principal Delta High School and Clarksburg Middle School

Stacy Wallace, Principal Isleton Elementary School

Nicholas Casey, Principal D.H White Elementary School

Marcy Rossi, Principal Riverview Middle School

Vicky Turk, Principal Rio Vista High School

COST AND FUNDING SOURCES: N/A

RECOMMENDATION:

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

Time allocated: 10 minutes

SPSA 2020-21

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Bates Elementary

Local Board Approval Date: 06/09/2020

Schoolsite Council (SSC) Approval Date: 05/28/2020

CDS Code: 34674136033641

Principal: Maria Elena Becerra, Principal

Superintendent: Katherine Wright

Address: 180 Primasing Ave.
Courtland, CA 95615-0308

Phone: (916) 775-1771

Email: mebecerra@rdusd.org

Web Site: <http://bates-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 Single Plan for Student Achievement (SPSA) is a plan of goals and actions developed by a group of parents, teachers, staff and school administration to raise and improve the academic performance of all students. California Education Codes sections 41507, 41572, and 64002 and the federal Elementary and Secondary Education Act (ESEA) require each school to conciliate all school plans. In addition, the River Delta Unified School District has addressed the Local Control and Accountability Plan (LCAP) state priority goals.

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.

The SPSA is reviewed and developed in collaboration with the School Site Council members and with feedback from English Language Advisory Committee. In addition, the River Delta Unified School District has meetings and/or parent questioners to have parent feedback to plan, review and revise the LCAP and other federal, state and local programs.



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 presented, reviewed and updated at our School Site Council (SSC) meetings throughout the 2019-2020 academic school year. In addition, the parents from English Language Advisory (ELAC) has had opportunities to provide advice to the principal and SSC on school's programs, goals, and objectives for the SPSA during the monthly ELAC meetings.

» RESOURCE INEQUITIES

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

Our District serves approximately 1273 students in the kindergarten through twelfth grades. In 2018-2019, 51.10% of the students met or exceeded standards in English Language Arts and 39.73% of students met or exceeded standards in Math on the SBAC scores. The break down for the school is 52.9% of our students are English Language Learners and 4.13% of ELL students were Redesignated Fluent English Proficient, 91.74% of our students are eligible for free/reduced price meals. The four of the elementary schools in the school district qualify for Title I funding. While we work hard to meet state and federal accountability requirements, we are committed to more than just the academic performance of our students. We also strive to meet our students' developmental needs -- intellectual, physical, and social-emotional -- through a wide variety of programs offered during and after the school day.

For the past few years teachers have moved out of the area due to financial reasons and family reasons. Having the constant turnover and new teachers that are hired late have hindered our ability to move forward in some grades with cohesion, collaborative cultures within that grade level and a focus on rigor in student success with some new hires. In addition, as our student numbers drop the number of teachers also drop which creates combination classes. In addition, our commitment to our students involve the collaborative focus of special education, regular education, and after school services aimed at serving all students through the integration of the student population and the use of a Response to Intervention (RTI) and Positive Behavior Intervention Support (PBIS) model. All students with IEPs and 504s receive services in the general education setting as a "push in" as well as a "pull out" interventions. Additionally, students without IEPs also receive services from staff members traditionally known as resource specialists or instructional assistants in the regular education classroom.

Goals, Strategies, Expenditures, & Annual Review

» GOAL 1

Goal Area: LCAP Priority 1 - Basic Services

Goal Title: Priority 1: Bates will provide a safe learning and working environment for all.

State Priorities:

- 1 - Basic Services
- 4 - Pupil Achievement
- 2 - Implementation of State Standards
- 8 - Other Pupil Outcomes

LCAP Goal:

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

Bates Elementary will provide safe a environment where all teachers are highly qualified, the school facility is safe and in good condition, and all the basic curricular needs (textbooks, desks, etc.) for students are met.

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

- Previous SARC information
- Board Approved Textbooks
- Common Core Standards
- Intervention and collaboration

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

- Each teacher checks for proper curriculum for his/her classroom.
- Principal walk thoughts and observations
- Maintenance of school facility by custodian and district personnel.
- Input from students, parents, teachers and staff.
- Maintenance and Operations Director, Superintendent and Principal Walk Through

Strategy:

- In coordination with the District Office, all students at Bates will have the appropriate textbooks, materials, and technological equipment, as well as facilities necessary so that student learning occurs in a nurturing, safe, and secure environment.
- In coordination with the District office and Maintenance and Operations, Bates students and staff will have the necessary equipment and materials to satisfy the needs of their jobs in a supportive and safe environment.
- In coordination with the District Office, Bates will maintain the appropriate level of highly qualified teachers to meet the needs of the students.

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

- These are basic services and tools that we are required to provide for our students each year.
- All teachers will be provided with the necessary tools to foster student learning.
- All students and staff require a safe learning and working environment.

STRATEGY/ACTIVITY 1

Strategy Title: Facility Needs

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Principal and Staff will work together to ensure all students have the necessary materials, supplies and technology requirements needed for instruction.
- As facility needs arise, teachers/staff will inform the custodian and/or principal.
- The custodian and/or principal will make a work order for the Maintenance and Operations department.
- Principal will keep a record of needed improvements that are requested.
- Custodians will inform Maintenance & Operations (M&O) and principal of regular facility maintenance needed.
- M&O, Superintendent and Principal will do site walk through to request improvements based on the priority.
- Principal will keep an email record of requested improvements from the Maintenance and Operations department

Measures:

- Emails to M&O staff
- Work Orders placed online

People Assigned:

- Teachers/Staff
- Custodian
- Principal
- M&O Staff
- District Personnel

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 proper and appropriate materials.
- Principal will ensure that all teachers and staff have all curriculum, materials, supplies and technology needed for instruction and student learning.
- Principal will notify the District Office (DO) to order any needed curriculum for students.

Measures:

- Teacher - Principal communication
- Principal communication with District Office - Educational Services department

People Assigned:

- Teachers/Staff
- Principal
- District Office Personnel

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Bates Elementary works in collaboration with all holders to ensure that all rooms and school facilities are up to code to ensure student and staff safety.

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

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.



GOAL 2

Goal Area: **LCAP Priority 2 - Implementation of State Standards**

Goal Title: Priority 2: Implementation of State Standards

State Priorities:

- 2 - Implementation of State Standards

Identified Need:

Goal Statement:

All teachers will continue to teach Common Core State Standards and use Common Core Instructional Strategies in ELA/ELD, Math and the recent state adoptions Technology/keyboarding standards with district-provided curriculum.

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

- 2015-2016 was the second year of implementation of the Common Core State Standards for California.
- 2015-2016 was the first year of implementation of the new district adopted Math curriculum.
- 2016-2017 was first year of implementation of a English Language Art curriculum.
- 2018-2019 was the first year of AVID implementation for grades 5 and 6.
- 2019-2020 was the first year of AVID implementation for grades 2, 3, and 4.
- 2020-2021 will be the first year of AVID implementarion in grades K-1st. This will be the first year of whole school AVID implementation.
- 2017-2018 and 2018-2019 SBAC scores for grades 3-6.
- 2018-2019 New Curriculum Adoption for Social Studies

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

- Staff and administration will maintain a a system of monitoring tools to gauge implementation of Common Core Standards in the classroom via verbal and electronic feedback to teachers from classroom observations done by administration.
- We will monitor student progress toward comprehension of standards through curricular, district adopted assessment and state-wide assessments (example: MAP, ELPAC, SBAC and curriculum based assessments).

Strategy:

- Each month, there will continue to be a specific Instructional Strategy Focus for the teachers. The focus strategy will be talked about, discussed, and examples given during the Staff Meeting at the beginning of each month. Data will be collected by the principal during the Walk Through.
- Continued development/feedback on the implementation of Common Core Standards/Teaching Methodologies throughout the year.
- Continued development and implementation of the AVID strategies by adding grades 2-4. As well as having some AVID strategies adopted school wide.

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

- Teachers have received continued training in Common Core Standards in both ELA and Math, and how it effects and changes instructional strategies.
- Teachers will continue to receive additional support/professional development on academic conversations.
- Teachers at Bates use and fully implement the Common Core standards throughout the subject matter.

- Teachers will continue to implement and receive additional professional development on Number Talks from district and/or TOSA.

STRATEGY/ACTIVITY 1

Strategy Title: Professional Development for Teaching Staff

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Teachers will utilize materials, resources and strategies from Wonders Writing and incorporate Step Up to Writing during the allotted writing period of the school day.
- Teachers will be provided professional development/training in the alignment of ELD standards across all subject areas from the site-based ELD specialist.
- Teachers will be given collaboration time which will address the Designated and Integrated ELD instruction.
- Teachers will utilize materials, resources, and strategies from the ELD standards alignment training in all subject areas.
- Teachers will have the opportunity for training on the Next Generation Science Standards (NGSS) and the new Science adopted curriculum.
- Teachers will have the opportunity to attend professional development opportunities that target specific needs (ELD, AVID, Academic Conversations, Number Talks and etc.).
- Teachers will continue with school site "Professional Peer Feedback" by observing other colleagues and provide positive feedback by "Pineapple" their teaching strategies once every quarter.
- Teachers will have the opportunity to collaborate once every two months with grade clusters to better support student learning and achieving
- Teachers will receive training and collaboration time on analyzing student data to drive instruction.
- Teachers and administration will attend AVID trainings to continue the support and the implementation of the AVID program.
- Teachers in grades 5, 6 and ELD have fully implemented the AVID program in the 2018-2019 school year.
- Teachers in grades 2, 3, and 4 have implement the AVID program the 2019-2020 school year.
- Teachers in grades K-1 will implement the AVID program the 2020-2021 school year. 2020-2021 will be the third year of implementation to be a school wide "AVID school."
- Work and collaborate with site AVID team, SCOE and administrator towards maintaining the AVID Certification.
- Teachers will implement the typing programs to help students better understand technology.

Measures:

- Agendas/Resources from ELD and NGSS Standard alignment trainings
- Agendas/Resources from Professional Development trainings
- Agendas/Resources from AVID Meetings/Trainings/Collaboration
- AVID Summer Trainings
- AVID College Campus Tours
- Classroom Walk throughs

- Observations
- Quarterly Professional Peer Feedback - Bimonthly
- Pineapple Board - Quarterly
- Jungle Jr. Typing for grades K-1
- Typing.com for grades 2-6

People Assigned:

- Teachers/Staff
- Principal
- ELD specialist/trainer
- AVID Trainers
- NESS/GLAD trainer
- Substitutes
- Teacher on Special Assignment (TOSA)

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	AVID College and Career Ready Field Trips	\$1,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	AVID Nights Teacher's Time	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Substitute Teachers for Peer Observations	\$500.00
Site Supplemental and Concentration	AVID Collaboration Quarterly	\$500.00

STRATEGY/ACTIVITY 2

Strategy Title: Supplemental / Ancillary Materials

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Teachers will continue to utilize district-supplied supplemental materials (i.e. Curriculum Associates) that help teachers and students become more familiar with Common Core standards and testing format (e.g. MAP testing).
- Teachers will continue to utilize online keyboarding programs with students to practice Common Core technology standards
- Teachers will use other district or site-funded supplemental materials for the purpose of implementing Common Core standards and enhancing instruction.
- Teachers will use the Professional Peer Feedback (Pineappling) from their colleagues to improve teaching practices to meet the needs of the students and increase the academic conversations in class.
- Teachers will continue use the IPEVO an interactive whiteboard in the classroom for students to have better access to technology.

Measures:

- Lesson Plans
- Classroom Walkthroughs / Observations
- Student Work / Student Data
- Computer Lab and Schedule
- Free Online Keyboarding program
- Online curriculum - Imbedded support
- IPEVO Training for those who need it.
- Quarterly Professional Peer Feedback

People Assigned:

- District Personnel (Supplemental Materials)
- Teachers / Staff
- Principal
- TOSA

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Substitute Teachers for Pineappling	\$500.00



Goal Area: LCAP Priority 3 - Parent Involvement

Goal Title: Priority 3 - Bates Parent Involvement Integral Part of Student Success

State Priorities:

- 3 - Parent Involvement

Identified Need:

Goal Statement:

Provide a safe and comfortable environment on campus so that by June of 2021, parental involvement will have increased by over half of parents/guardians in each classroom. The school expectation is that all parents/guardians participate in at least one school event during the year (PTA, ELAC meetings, Activity Day, Parent Trainings, Coffee with the Principal, Monthly Awards/Sing-Alongs, Field Trips, AR Incentives, Movie Night, Winter Program, Band Concerts, Back-to-School Night, Open House, Family Nights and etc.).

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

- Written and implied data from teachers/staff
- Parent Feedback / Suggestions
- Sign-in from school year
- Sign-in for meetings or events

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

- Parent Sign-Ups (with phone numbers) at Back to School Night for all calendared school events.
- Provide a list of all calendared PTA / ELAC meetings for all 2020-2021 and distribute at Back to School Night before school starts to create and establish classroom and school wide expectations.
- We will ensure parent/family sign-ins at all events in which parents participate.
- For those events where sign-ins are less practical (Sing-Along/Recognition, etc.), students will report parent/family participation to their teacher.
- Parents will be personally invited to attend the Sing-Along when their students are being recognized.
- Parent Engagement Incentive program for the parents to continue to attend meetings, and STEM and AVID family nights and/or other parent meetings.

Strategy:

- Further develop a school culture that generates parent participation throughout the entire school year, during and after school hours, and at school events.
- Improve the school/home connection through more parent participation on site at the school.
- Provide each parent with a ticket at every school event and/or meetings for an incentive drawing at the end of the school year.

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

- While there is some data gathered via sign-ins at certain events, not enough data was gathered during 2018-2019 to know for certain what percentage of parents participated in at least one school event during the year.

- From the data we have indeed gathered, as well as observational data from Bates staff, we estimated about 95% of the parents participated in at least one school event.

STRATEGY/ACTIVITY 1

Strategy Title: **Communication with Parents**

Students to be Served by this Strategy/Activity:

School Wide

Strategy/Activity:

Task:

- Communication with parents will be communicated through the school-issued bulletin - in English and Spanish on a bi-monthly basis.
- Provide parents with a copy of the monthly calendar of events on a monthly basis for the 2020-2021 school year.
- Have a Class Dojo school wide to provide parents with all communication and/or class assignments.
- Most communication from class/school will be sent home in the Wednesday Messenger folder.
- Site-controlled Facebook page will be maintained for purposes of announcements and information for Bates families.
- All parent information sent home will be translated for parents/families.
- Teachers make positive calls or emails to one selected student each week.
- Meetings with non-English speaking parents will provide translator/interpreter.
- Phone messages/reminders will be sent home as necessary in the language spoken at home.
- Progress reports will be mailed home for struggling students in each quarter/Report Cards each quarter for all students.
- Teachers will hold Parent/Student conferences, with translation/interpretation as needed.
- Parents will be invited to participate in Student Success Team (SST) meetings for their student.
- Upcoming events will be noted on the school electronic marquee and on Bates social media.
- Parents will be given a parent-student handbook at the beginning of the school year in English or Spanish.
- Teachers' school phone numbers and email addresses will be made available to parents in the back to school packet as well as the school's website page.
- No school events will be scheduled on PTA & ELAC meetings to ensure greater participation in those meetings.
- Principal will attend Courtland Town Association meetings to share information about the school with parents/community members.

Measures:

- Bi-monthly Newsletters
- Monthly Calendar of Events
- Quarterly Positive Call - Contract Log
- Facebook Calendar of posts

- Phone Dialer logs/reports
- Sign-Ins from Parent/Teacher Conferences
- Progress Reports
- Report Cards
- SST copies

People Assigned:

- Principal
- Secretary
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Substitute Teachers for SST	\$400.00
Discretionary	Child Care Services	\$300.00
Site Supplemental and Concentration	Child Care Services	\$700.00

STRATEGY/ACTIVITY 2**Strategy Title: Parent Trainings****Students to be Served by this Strategy/Activity:****Strategy/Activity:****Task:**

- Parent trainings to helping their children to be successful at school will be scheduled in the evenings and invitations/reminders will be sent home.
- Provide the opportunity for parents to participate the 2020-2021 Family Nights.
- The STEM Family A will provide valuable information regarding expectations, grade level standards, ideas on how parents can help their students with their school work and on Science Technology Engineering & Mathematics (STEM).
- ELAC parent will have the opportunity to attend CABE regional and/or state conference and report back to other parents at ELAC/DELAC meetings.
- Teachers/staff will be given the opportunity to attend CABE conference.
- Parents will receive advice and/or materials/resources to assist students in schoolwork and homework.
- Parents will also receive advice and guidance on A-G requirements and college awareness information at a meeting or event.
- Food/Snacks will be provided for parents attending the trainings.
- Child Care will be provided for the parent meetings/trainings.

Measures:

- Agendas of Parent Academic Nights
- Sign-In Sheets
- Parent Feedback Forms
- CABE Conference Agendas

People Assigned:

- Principal
- Teachers/Staff
- Counselor
- Parents
- Guest Presenters

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	CABE Registration	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Family Night Curriculum & Supplies	\$800.00
Discretionary	Food/Snacks/Supplies for Parent Trainings	\$400.00
Discretionary	Translation Services	\$400.00

STRATEGY/ACTIVITY 3

Strategy Title: AVID Parent Nights

Students to be Served by this Strategy/Activity:

School Wide

Strategy/Activity:

Task:

- AVID Parent Nights are designed to help parents understand the AVID program at Bates Elementary.
- Parents will be encouraged to participate in the AVID parent nights at the Back to School Night, via social media, all call messenger, newsletters and in the classrooms by the Principal and teachers.
- PTA & ELAC meetings will include reminders of AVID Parent Nights
- Coffee with the Principal will also remind parents of the AVID Parent Nights and to continue the ongoing communication with parents and principal.
- AVID Parent Nights will increase overall Parental involvement at Bates Elementary.
- Goal is to have two - three AVID Parent Nights with different topics depending on the identified needs.

Measures:

- AVID Night Parent Agendas
- Sign-In Sheets
- Coffee with the principal agendas/sign-in sheets
- ELAC and PTA Pricipal's Reports

People Assigned:

- PTA & ELAC Parents
- Teachers
- Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Teachers' Time - AVID Nights	\$500.00
Discretionary	Food/Snacks/Supplies for Parent Meetings	\$300.00

STRATEGY/ACTIVITY 4

Strategy Title: ELAC Responsibilities

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- ELAC will put on the agenda a discussion of Bates parents' needs to ensure their children succeed.
- The parent needs will develop as the ELAC goals for the 2020-2021 school year.
- ELAC parents will select the topics they are interested in learning about for the 2020-2021 school year.
- Advise School Site Council (SSC) on the school's program, goals, and objectives for EL programs/services.
- Advise the principal and staff on the school's program for English Learners.
- Assist in the development of the school's needs assessment by conducting a district-wide needs assessment on a school-by-school basis.
- Provide and discuss the DELAC's summary of all schools' surveys.
- Advise the school on practices to make parents/guardians aware of the importance of regular school attendance.
- Elect at least one member to the DELAC.
- Provide training/materials, planned in full consultation with committee members, appropriate to assist members in carrying out their legal advisory responsibilities.
- Invite ELAC parent to attend the CABA confence (regional or state).
- Provide training on the District's Uniform Complaint Procedures, including Williams requirements.
- ELAC parents will have the opportunity to provide feedback on site based programs during each ELAC monthly meeting.

Measures:

- DELAC Agendas
- ELAC Agendas
- Sign-Ins
- CABA Agendas/registration
- Parent Survey (on topics)

People Assigned:

- ELAC Advisor (ELD teacher)
- Principal
- ELAC Parents

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	CABA Registration	\$1,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Child Care	\$500.00



Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: Priority 4: Bates Student Achievement

State Priorities:

- 4 - Pupil Achievement

Identified Need:

Goal Statement:

The most recent SBAC data (2018-2019) is available for Bates Elementary with a 51.10% who scored "Meets or Exceeds Standard" for ELA and 39.73% who scored "Meets or Exceeds Standard" for Math. In 2017-2018 SBAC data for ELA overall who scored "38.5% who scored "Meets or Exceeds Standard" for ELA and 25.6% who scored "Meets or Exceeds Standard" for Math. This 2016-2017 SBAC data is available for both ELA and for Math. The ELA overall who scored "Standard Exceeded" was 13.79%, "Standard Met" was 24.14%, "Standard Nearly Met" was 25.29% and "Standard Not Met" 36.78%. The ELA goal for this school year is to have students be at Exceeded Standard or/and Met Standard at a seventy-five percent (75%) in this area.

This 2015-2016 Math Overall who scored "Standard Exceeded" was 10%, "Standard Met" was 17%, "Standard Nearly Met" was 45% and "Standard Not Met" 27%.

This 2016-2017 Math Overall who scored "Standard Exceeded" was 8.05%, "Standard Met" was 17.24%, "Standard Nearly Met" was 37.93% and "Standard Not Met" 36.78%.

The goal for Math is to have students be at Exceeded Standard or/and Met Standard at a seventy percent (35%).

Our state testing for 5th Grade Science is now part of the CAASPP system, but remains in the format of the former CST tests. The goal for percentage of students scoring Proficient/Advanced for the test administered in the Spring of 2017 is an increase of 25%.

English Learner students scoring Early Advanced/Advanced on the CELDT test will increase from 39% in 2016 to 49% in 2017 to 53% in the 2018. However, this year we will focus on the new ELPAC scores and establish goals based on 2017-2018 scores.

In 2016-2017, ten percentage (10%) of all English Language Learners (ELL) were Reclassified RFEP and the 2017-2018 is a transitional year from CELDT testing to ELPAC tests. In 2018-2019, we had 15% of all ELL were RFEP and will be monitored to make sure they continue making growth. We anticipate more opportunities for students to be reclassified RFEP in the upcoming year. In 2017-2018, the district researched other assessments and in 2018-2019, the district developed and implemented a new ELD district plan which was effective in the 2019-2020 school year.

In 2014-2015, sixty-nine (69%) of 5th grade students met the Healthy Fitness Zone target in 4 out of 6 areas, with "Flexibility" and "Body Composition" being the areas our students struggled with the most. In 2017-2018, the goal is for one hundred percent (100%) of 5th grade students to meet the Healthy Fitness Zone in 4 out of 6 Physical Fitness Zones.

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

- SBAC Results are used to create goals for every year.
- STAR Science Results
- ELPAC Results
- Reclassification Data
- MAP Scores for Grades K-6
- STAR Early Literacy for Grades K-3
- STAR Physical Fitness Results

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

- The Data Team will analyze and present the 2018-2019 SBAC and 2019-2020 MAP data to the whole school and together we will make a plan on how to target those specific academic needs at the beginning of the 2020-2021 academic school year.
- We will not have CAASPP results for ELA and Math to discuss and examine by staff in beginning of 2020-2021 school year due to COVID-19 school closure.
- Data results from CAASPP Science or Physical Fitness will not be available to be discussed and examined by 4th and 5th grade staff due to COVID-19 school closure.
- Staff Members will be involved in the professional goal-setting process for State Assessments during the 2020-2021 school year.

Strategy:

- Continue to set high academic individual goals for each student.
- Have Parent/School meetings (IEP, SST) meetings to discuss supporting student success.
- Provide additional differentiated and targeted instruction (RTI) for struggling students.
- Staff Training on new standards, testing formats and strategies.

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

- Because of the new testing format, we have no previous SBAC data.
- In 2013-2014, the percentage of students scoring Early Advanced/Advanced on the CELDT test was 37%.
- In 2014-2015, the percentage of students scoring Early Advanced/Advanced on the CELDT test was 36%
- in 2015-2016, the percentage of students scoring Early Advanced/Advanced on the CELDT test was 33%,
- In 2016-2017, there was a high percentage of students scoring Early Advanced/Advanced on the CELDT test was 39%.
- In 2017-2018, there was a new exam (ELPAC) that replaced the CELDT.
- In 2018-2019, there were 15% of ELL were RFEP this year.
- The Results from the 2017-2018 CAASPP Science was the Second Year Pilot Assessment and this last year it was online.

STRATEGY/ACTIVITY 1

Strategy Title: Implement ELA/Math Programs with Intensity and Fidelity

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Teachers trained in Common Core ELA and Math implement the recommended teaching and testing strategies.
- Teachers adhere to school-wide ELA/Math curriculum minutes.
- Teachers will administer the SBAC Interim Benchmark Assessments at least twice a year.

- Implementation of supplemental ELA standards-based materials that compliment Common Core standards.
- All teachers will have a specific teaching focus on the student subgroups needing the most help (Hispanic/English Learners).
- Teachers will continue to use and follow the pacing guides for ELA and they will begin the development for the pacing guides for math.
- Employ part-time Bilingual Instructional Assistant to work primarily with English Learner students in grades K-1.
- Teachers will administer and analyze the STAR Early Literacy Assessment data to keep track of students' progress in grades K-3.
- Teachers collaborate with After-School Program staff to provide additional ELA/Math resources/help for target students.
- Teachers work and collaborate with California Mini-Corps students from Sacramento State University to provide additional support to Migrant Education students.
- Teachers will plan and collaborate in grade clusters and we will have roving subs to cover the classes.

Measures:

- Teachers have Data/Test Chats with all of their students
- Visible classroom examples of implementation of Common Core standards
- Teacher Weekly Lesson Plans
- Principal Walk through Observations/Formal Observations
- ELA / Math Curricular Assessments
- SBAC Interim Benchmarks
- STAR Early Literacy Assessment from RenLearn

Professional Peer Feedback

People Assigned:

- Teachers/Staff
- Principal
- Substitute Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	School Materials/Leases	\$1,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	ELD-RTI Teacher Salary	\$24,542.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Bilingual Aides	\$9,728.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	School Materials or Leases	\$2,000.00
Discretionary	RISO Replacement/Upgrade	\$2,000.00
Discretionary	Leases	\$1,000.00
Site Supplemental and Concentration	Yard Duty /Aide Time	\$0.00

STRATEGY/ACTIVITY 2

Strategy Title: Ongoing Assessment and Monitoring System

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Staff will not have data to review ELPAC, SBAC ELA, Math & Science and Physical Fitness Results due to COVID-19 school closure.
- Administer entry level assessments for Kinder students (STAR Early Lit., Common Core Math Assessment and ELPAC).
- Implement regular curricular monitoring assessments (Math Unit/Chapter Tests, ELA Unit Tests, Fluency Tests, RenLearn Assessments).
- Provide teachers the opportunity to attend conferences that support student achievement.
- Administer MAP Assessments and use data to drive instruction.
- Follow district calendar for administration, collection, and analysis of monitoring assessments.
- Set up electronic data collection and recording for each teacher (Academic Conferencing after 1st and 3rd quarters).
- Teachers utilize District-provided SBAC practice materials.
- Celebrate student success on SBAC and ELPAC testing with Medals Ceremonies.
- Celebrate student attendance and Vikings honor roll by providing incentives for students.

Measures:

- Clear teacher documentation of monitoring of assessments.
- Calendar of assessment administration and data analysis.
- Assessment data shared by teachers with administration.
- Data reports disaggregated by subgroups.

People Assigned:

- Principal
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Cost of Substitute Teachers - Conferences	\$500.00
Site Supplemental and Concentration	Medals for Student Achievement	\$250.00

STRATEGY/ACTIVITY 3

Strategy Title: Grade Level/School Wide Collaboration

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 analysis, and/or lesson planning.
- Identify school site leaders in specialized areas (GLAD, AR, Technology, SDAIE, AVID, Number Talks and Academic Conversations) and utilize their input for staff collaboration.
- Use a data recording tool for site collaboration meetings.
- Teachers share specific input/feedback on how to improve teaching strategies and student performance.
- Principal, RTI staff, and rotating teachers will meet a minimum of once (1x) each month to collaborate on progress of students receiving intervention services.

Measures:

- Collaboration agendas/minutes
- Short-term objectives achieved (target objectives identified in collaboration meeting)
- Modifications to lesson plans/teaching strategies
- Students below benchmark identified and provided additional support
- Data analysis of significant grade-level and school-wide subgroups in SBAC Interim Benchmarks, District Assessments, and curricular assessments

People Assigned:

- Principal
- Teacher/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Sub Teachers	\$500.00
Site Supplemental and Concentration	Sub Teachers	\$1,000.00

STRATEGY/ACTIVITY 4

Strategy Title: Continue Dedicated Writing Focus

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Provide dedicated writing period for students in grades K-6 (attempt extended writing period 3x/week for 50 minutes each vs. 5x/week for 30 minutes each).
- Provide staff with opportunities to collaborate and share student successes with Wonder curriculum/Step Up to Writing.
- Implement writing strategies learned in training.
- Implement AVID strategies in preparation to the writing pieces.
- Continue with the implementation of the academic conversations in every classroom.
- Conduct three (3) school-wide writing assessments, using District-provided writing prompt as assessment tool.
- Invite author of children's books to visit Bates and talk about benefits of reading/writing
- Student Authors Writing Contests (poem, short story, etc.) to increase student interests in writing.

Measures:

- School schedule
- Agendas for writing curriculum training
- Classroom walk throughs/observations
- Writing assessment results
- Writing Rubrics

People Assigned:

- Principal
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Supplies (including snacks/lunch)	\$600.00

STRATEGY/ACTIVITY 5

Strategy Title: Continue to Support English Language Development (ELD) Program

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Dedicate a teacher (bilingual, if possible) to head the English Language Development (ELD) Program.
- Provide ELD and dedicate thirty (30) minutes daily to the designated ELD program.
- Provide integrated ELD to all classes with ELL students.
- Continue the ongoing training for staff in SDAIE teaching strategies for English Learners.
- Continue to train staff in new Common Core ELD standards/correlation to ELA.
- Provide grade-level parent training in school success with focus on Hispanic/English Learner needs.
- The school counselor and/or ELD/RTI teacher will have a "Student Success Booth" at Back-to-School Night, to give information to parents about how to help with student success, with an emphasis on the importance of homework monitoring.
- Celebrate student success on ELPAC testing with medals.

Measures:

- ELD schedule/classes developed by ELD teacher
- ELD embedded curriculum
- Agenda for staff training in SDAIE strategies
- Agendas/Sign-ins for parent trainings
- ELPAC test scores
- Classroom walkthroughs/observations

People Assigned:

- Principal
- ELD Teacher
- Teachers/Staff
- Counselor

STRATEGY/ACTIVITY 6

Strategy Title: Ongoing Professional Development

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Teachers will continue to receive professional development on academic conversations, number talks and AVID.
- Teachers will receive staff development from district in Schoolloop (website, student/parent portal, etc.).
- Teachers will attend site-provided, district-provided and/or county-provided staff development in areas including ELA, Math, ELD, Common Core Standards, etc.
- Teachers will be given release time to develop lessons and/or collaborate with other teachers. Teachers will be allowed to visit a teacher/s in this district (or another district) to view high-quality Common Core instruction with similar curriculum and will share with staff what they observed.

Measures:

- Classroom observations
- Curriculum assessments
- Workshop agendas/evaluations
- Release time for teachers
- Sharing of observations with other staff at collaboration/staff meetings

People Assigned:

- Principal
- Teachers/Staff
- Trainers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Substitute Teachers for Cluster Collaboration	\$900.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Sub Teachers for Professional Development	\$500.00

STRATEGY/ACTIVITY 7

Strategy Title: **Response to Intervention**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Continue process for identifying students qualifying for Tier 2 and Tier 3 (pull-out) intervention services for ELA.
- Identify staff to provide Tier 2 and Tier 3 intervention services.
- Implement supplemental materials purchased in 2014-2015 (SIPPS, 3rd edition, Read Naturally - Read Live, LIPS)
- Create plan for providing Math intervention services to students that includes the help of the After-School Program.
- Implement a "Math Fact Practice Club" in After-School Program that tracks progress and rewards achievements.
- Principal, RTI team, and rotating teachers meet monthly to discuss student progress and needs in RTI.

Measures:

- Students receiving RTI services show growth in Pre/Post tests of RTI curriculum.
- Students receiving RTI services show growth in STAR Early Literacy (1+ year's growth) and/or growth in STAR Reading
- Supplemental materials used regularly
- Teachers/Instructional aides trained in intervention programs

People Assigned:

- Principal
- Resource Teacher
- ELD/RTI Teacher
- Teachers
- Instructional aides
- CA Mini-Corps Tutors
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Intervention Programs, curriculum, licenses and or sub teachers	\$500.00

STRATEGY/ACTIVITY 8

Strategy Title: Differentiation for Advanced Students

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Identify Advanced students in ELA/Math through MAP testing/SBAC Interim benchmarks, GATE testing in grade 4, and Curricular assessments.
- Monthly STAR Early Lit Assessments for grades K-2 and every other month for grade 3.
- Using the adopted curriculum, provide Advanced students with challenging activities and opportunities.
- Purchase/obtain additional curricular resources, as necessary/requested.
- Provide access to Academic Talent Search testing/information.

Measures:

- MAP testing/SBAC Interim benchmark assessments, GATE Testing, Curricular assessments
- STAR Early Lit
- Lesson Plans
- Student work
- Classroom walk throughs/observations

People Assigned:

- Principal
- Teachers
- Instructional Aide(s)
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Supplemental Materials	\$400.00

» GOAL 10

Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: Improve Achievement Gaps in Math and La

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
- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Identified Need:

Bates teacher and staff will focus on closing the achievement gap in both ELA and Math. We will be using our district curriculum assessment, MAP, and SBAC data to target those specific needs.

» GOAL 5

Goal Area: LCAP Priority 5 - Pupil Engagement

Goal Title: Priority 5: Student Engagement

State Priorities:

- 5 - Pupil Engagement

Identified Need:

Goal Statement:

Bates Elementary will maintain an engaging, well-attended, and college-minded environment for students. Students will have opportunities to serve as student leaders, to learn about and plan for college, and participate in arts-related activities. In addition, we will have an increase of students earning "honor roll" in grades K-6.

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

- Student attendance data from Aeries Student Data Management System.
- Student participation and enthusiasm for College Week activities.
- Student reaction to B Street Theater performances.
- Student participation in Band.
- Students participation in the Leadership Academies
- Students will participate in the perfect attendance assemblies/incentives.
- Student in grades K-6 participation in the Honor Roll Assemblies - Quarterly

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

- Attendance Data on regular basis (monthly).
- Perfect Attendance Incentives - Quarterly
- Student participation in Student Council.
- Attendance to the monthly Leadership Academies after school
- Students earning "Honor Roll" - Quarterly
- Invoices with B Street Theater and student feedback.
- Student participation and feedback from College Week activities.

Strategy:

- Through use of positive reinforcements, students and families desire to come to school more frequently.
- Trophies/extra recess issued to class with best attendance in the previous month.
- Establish communication with students who have chronic absenteeism or tardies to find solutions to issues so that attendance improves.
- Continue with established pattern of B Street Theater School Tour performances and College Week activities.
- Have students who have perfect attendance participate in the quarterly perfect attendance assembly and earn an incentive.
- Students with perfect attendance at the end of the school year will receive a perfect attendance medal.

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

- Student attendance for the 2018-2019 school year was between 96.8% and 97% which is slightly lower than the desired goal of 97.5%.
- Students feedback on how they enjoy working as student leaders in Student Council.
- Student Council members have provided positive feedback after each monthly Leadership Academy.
- Students thoroughly enjoy each B Street Theater School Tour presentation.
- Students in grades 4-6 like the option of participation in band.
- Students in grades 5-6 like the option to participate in our peer mediation program guided by the school counselor.
- Students in grades K-6 will participate in the honor roll assemblies.

STRATEGY/ACTIVITY 1

Strategy Title: Student School Attendance

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- School will have a goal of 97.5% overall attendance.
- Quarterly perfect attendance recognition/incentives.
- Students who have perfect attendance each semester will receive recognition/award.
- Students in grades K-6 with perfect attendance will receive a medal at the last sing-along of year.
- Students in grades K-6 with the best attendance will earn a trophy at the end of the school year.
- Teachers will encourage superior attendance and recognize it in their classrooms.
- Parents/Guardians of students with chronic absenteeism will receive letters from the school and have a meeting with administration/counselor.
- Student Council will promote school attendance at Sing-Alongs.
- Students in grades 4-6 will participate in the Peer Mediation Program.

Measures:

- Student recognitions/awards for perfect attendance
- Placement of trophies in classrooms
- Individual Perfect Attendance Medals and Certificates
- Attendance data from Aeries
- Copies of chronic absenteeism letters/notes from parent meetings

People Assigned:

- Principal
- Secretary
- Student Council Advisor(s)
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Recognitions for Attendance	\$400.00

STRATEGY/ACTIVITY 2

Strategy Title: Positive Student Participation/Engagement

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Students will elect peers to be the school leaders in grades 4-6 for Student Council positions.
- Student Council will provide a positive environment by planning events, such as Spirit Week, and making signs and announcements encouraging positive actions and participation in school events.
- Student council members will attend a monthly leadership academies after school to learn or improve students' leadership skills.
- Each classroom teacher will select at least one Student of the Month, recognizing a trait that has been studied in the recent Positive Action Unit.
- Sing-Along/Student recognition will occur at the end of each month.
- Student council members will participate in a Leadership academy at the beginning of the school year.
- Students in grades 4-6 will have access to Intramural sports (i.e. football, basketball, volleyball, and soccer), through the After-School Program.
- Each class will go on at least one field trip each school year (sponsored by PTA).

Measures:

- Student Council elections
- Student Recognition at Sing-Along
- Participation in Intramural sports
- Field Trip participation
- Leadership Academy participation log/agendas & evaluations

People Assigned:

- Principal
- Student Council Advisor(s)
- Teachers/Staff
- PTA Parents
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Student Council Materials/Expenses	\$300.00

STRATEGY/ACTIVITY 3

Strategy Title: Promote a College-going Environment

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Prepare students in grades K-6 to understand what college is and prepare for college readiness by engaging in class discussions throughout the year and in the culminating College Week in May.
- Address socio cultural awareness through classroom presentations, parent presentations and college visitations.
- Prepare students in grades K-6 to participate in College Week activities, which include Delta High Seniors Presentation, "Touch a College" presentation, grades 4-6 field trip to UC Davis or Sacramento State University etc.
- The counselor will meet with the 6 grade students to work on the 6 year plans to get ready for high school.
- The full implementation of AVID program in grades 5-6 where students can learn and implement the strategies to be better prepared for college going. Adding grades 2, 3, and 4 to the full implementation of the AVID strategies with a total of 5 grade levels in the 2019-2020. This 2020-2021 we will be a AVID school by adding the K-1 grades.
- If available, provide Reservation for College materials to teachers early in the year, so lessons can be taught throughout the year.
- Provide parent presentations in the evenings to motivate parents and educate them on College going.

Measures:

- Parent Sign-in sheets to the College presentations
- Students will pledge to go to college during college week
- Student attendance/participation during college week
- College presenters will be invited to bring college information to parent meetings

People Assigned:

- Principal
- Teachers/Staff
- Community Volunteers
- Counselor
- Delta High School Seniors
- Guest Speakers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	College and Career Ready - Transportation	\$500.00
Discretionary	College and Career Ready - Transportation	\$1,000.00

STRATEGY/ACTIVITY 4

Strategy Title: **Visual and Performing Arts Opportunities**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- School will schedule B Street Theater School Tour for Fall and Spring Performances.
- School will allow opportunities for students to write and submit their own plays or skits.
- Students in grades 4-6 will be allowed opportunities to play in the school band.
- School band will plan and perform a Band Concert during the school year.
- School will purchase/borrow needed Band instruments.
- Students in grades 4-5 will have the opportunity to perform a play towards the end of the school year.

Measures:

- Performance dates for B Street Theater School Tour
- Inventory of Band instruments
- Band Practice schedules
- Band Concert dates
- Play Performance date

People Assigned:

- Principal
- Band Teacher
- Teachers/Staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	B Street Theatre School Tour	\$1,466.00
Lottery: Unrestricted	Repair/Refurbish Band Instruments & Supplies	\$700.00
Lottery: Unrestricted	Play/Test Materials/Supplies/Assembly	\$800.00

» GOAL 6

Goal Area: LCAP Priority 6 - School Climate

Goal Title: Priority 6: Bates School Climate

Identified Need:

Goal Statement:

Bates Elementary will continue to provide and maintain a positive and safe school for all students.

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

- Suspension/Expulsion rates - The suspension rate for Bates (total # of days of suspension/total number of students) was about 12% for 2014-2015 school year, a 9% for the 2015-2016, 6% for the 2016-2017 and less than 5% for the 2017-2018 . In 2018-2019 there were two students who were suspended with a total of three total days.
- Discipline Referrals - the number of classroom/cafeteria/bus referrals were 63 in the 2018-2019 school year.

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

- Discipline Referral data
- Data from school counselor and counselor intern
- Informal/Formal observations of classroom/playground behaviors

Strategy:

- Continue with Positive Action curriculum and school-wide reinforcements.
- Continue with support services with school counselor (ind. and group sessions).
- Provide appropriate supervision during recess/lunch times.

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

- Discipline Referrals have decreased with the increase in counseling services from school counselor, district social worker, Rio Vista Care and/or CSU, Sacramento Intern school counselor.

STRATEGY/ACTIVITY 1

Strategy Title: **Positive Actions**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Teachers will teach lessons from the district-adopted curriculum, such as Positive Action and Second Step to help students understand their thought process in making decisions and how to make good decisions or positive actions.
- Bates will have at least one (1) assembly during the year that promotes good decision-making, positive actions, anti-bullying, etc.
- Teachers will teach and revisit with students the difference between "Bullying and Conflict".
- Bates will have Sing-Along assemblies/Student Recognition at the completion of each month.
- During the Sing-Alongs, students will continue to be recognized for positive character traits displayed at the school and students receive recognition, via prizes, for having been "caught" doing a good thing(s).
- Students will be celebrated for attendance and for making the Viking Honor Roll.

Measures:

- Student Awards/Recognition
- Lesson Plans
- Anti-bullying Assembly
- ICU Prizes during the sing-along
- School Wide Posters on Anti-bullying and/or Bullying vs. Conflict

People Assigned:

- Principal
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Rewards/Recognitions/Prizes	\$250.00
Lottery: Unrestricted	Rewards/Recognitions/Prizes	\$250.00
Lottery: Unrestricted	Anti-bullying Supplies	\$400.00
Lottery: Unrestricted	Attendance/Viking Honor Roll/Positive Action Incentives	\$400.00
Discretionary	Anti-bullying Assemblies and/or Supplies	\$1,400.00

STRATEGY/ACTIVITY 2

Strategy Title: Positive Student Behavior

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

As is possible when sharing a counselor with another elementary school,

- 5th-6th grade students will be trained in Peer Mediation through the school counselor to help mediate conflicts that may occur between students.
- A schedule of Peer Mediators will be developed, announced each day, and posted around school.
- The total number of discipline referrals will decrease from the previous year and the suspension rate will be 5% or less of the student body (ex: for 200 students, no more than 10 days of at-home suspensions)
- School counselor will provide bullying prevention lessons to classes as requested by teachers or administrator.
- School counselor will provide counseling services to individuals or small groups, with a focus on decision-making, understanding one's own feelings, and the feelings of others, anger management, and social appropriateness.

Measures:

- Peer Mediator schedule
- Student discipline data from Aeries
- Counseling schedule/calendar
- Classroom Presentations
- Bullying Prevention Presentations

People Assigned:

- Teachers/Staff
- School Counselor
- Principal
- Sacramento County Sheriffs

STRATEGY/ACTIVITY 3

Strategy Title: **School Safety**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Staff will provide a before-school supervisor for the students who arrive on the "early bus".
- Staff will provide at least two (2) yard supervisors during the before-school recess and at the first recess.
- Staff will provide supervision during the lunch recess.
- Staff will provide a bus monitor immediately after school.
- Administration and Staff will work with the district to create a comprehensive site safety plan.
- Administration and Staff will implement the Catapult EMS and receive appropriate training.
- Administration will work with district Maintenance and Operations staff to repair/fix any unsafe conditions on school site.

Measures:

- Yard Supervision assignments
- Completion of comprehensive site safety plan
- Repair of unsafe conditions
- Catapult EMS

People Assigned:

- Principal
- Teacher/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Catapult EMS	\$1,500.00
Site Supplemental and Concentration	Yard Duty Supervision	\$5,055.00

» GOAL 7

Goal Area: LCAP Priority 7 - Course Access

Goal Title: Priority 7: Course Access

State Priorities:

- 7 - Course Access

Identified Need:

Goal Statement:

Students will have access to the differentiation of instruction that meets their needs. This instruction will be both for students who struggle understanding the core standards and for those who excel with the standards. Additionally, students will have access to the necessary technology to meet Common Core standards and to prepare them for middle school and beyond.

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

- Students needing Response to Intervention (RTI) help
- Students qualifying for GATE

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

- Assessment data of students in RTI
- Number of students qualifying for GATE
- Classroom/district assessment data
- Needs analysis of technology

Strategy:

- All students will have access to core grade-level curriculum and technology.
- All students will have access to differentiated curriculum to meet their academic needs.

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

- Bates has students who struggle, do well, and excel - and all of them need to be challenged at their levels.
- Using and becoming proficient with technology prepares students for later education and allows for advanced differentiation.

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.
- SIPPS 3rd Edition and Read Live (Read Naturally - online version) have been purchased as RTI materials for 2020-2021
- SIPPS Training for a teachers/staff who need the training.
- Students who need help beyond class time will receive instruction using materials such as Lexia, Language!, SIPPS, LIPS and Read Naturally with the purpose of trying to access the core standards.
- Students who regularly exceed the core standards and/or qualify for GATE will be given challenging activities and opportunities to extend their learning.

Measures:

- RenLearn Assessments (STAR Early Lit, STAR Reading, STAR Math)
- Lexia Assessments
- SIPPS, 3rd Edition.
- Curricular and SBAC interim benchmark assessments
- GATE testing results
- RTI curricular assessments
- Classroom walkthroughs/observations

People Assigned:

- Principal
- ELD/RTI teacher
- RSP teacher
- Teachers/Staff
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Teacher Conferences/Training	\$500.00

STRATEGY/ACTIVITY 2

Strategy Title: Addressing Student Needs

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Student academic needs will be discussed at Academic Conferences/Collaboration Meetings.
- School will meet with parents of students with significant academic/behavioral/other needs in an SST.
- Teachers and staff will work together to come up with ways to help students in their areas of need (i.e. push-in help, pull-out help, Mini-Corps tutors, After school program support, etc.).
- RTI/ELD and RSP teacher will form committee with principal and rotating teachers to meet monthly to discuss progress/needs of students receiving interventions during the school day and beyond.

Measures:

- Meeting notes from Academic Conferences
- Meeting notes from RTI Monthly Meetings
- Meeting notes from SSTs Meetings
- Staffing considerations for students needing extra help
- SBAC and ELPAC Data from 2018-2019
- MAP Data

People Assigned:

- Principal
- Teachers/Staff
- Counselor
- ELD/RTI Teacher
- RSP Teacher

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Food/Snacks for Academic Conference/Collaboration Meetings	\$650.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	SST Substitute Coverage (days)	\$500.00

STRATEGY/ACTIVITY 3

Strategy Title: Technology

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- The new and upgraded 25 station computer lab will be maintained as needed.
- A computer lab schedule will be created to give students and teachers an additional consistent access.
- Technology issues will be communicated to principal/Data Path and weekly visits from Data Path technician.
- Chromebook carts with classroom sets of chromebooks are available for teachers to check out daily and use in the classroom.
- Keys for Chromebooks will be purchased and replaced as needed.
- Each classroom will have at least 2 working computers.
- Each classroom will have an IPEVO in the classroom to make any whiteboard interactive and available for students.
- Students will have access to three set of Chromebooks to work in the classroom (One Chromebook was purchased by the after school program a few years ago).
- Each classroom teacher will have one (1) working laptop computer.
- Computers with minor repair needs will be taken to Core Care for repair.
- Teachers will receive a beginning-of-year troubleshooting training for site technology, provided by Data Path.
- Students will have access to free keyboarding and word processing programs.
- Students will have continued access to computer/internet based instructional programs (i.e. Lexia, RenLearn products).
- Teachers will incorporate more technology into their lessons (i.e. short media clips, PowerPoint presentations, information found on the internet, etc.).
- Access to wireless internet will be school-wide, including the cafeteria/gym.

Measures:

- Posted Computer Lab schedule
- Technology trouble tickets
- IPEVO Teacher Trainings as needed/requested
- Chromebook Cart check out log
- Licensing for RenLearn and Lexia (district-funded)
- ReadLive Licenses (site funding)

People Assigned:

- Teachers/Staff
- Principal
- TOSA
- Data Path Staff
- District Office

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Technology Parts/Upgrade/Repairs	\$1,000.00
Discretionary	Technology Parts/Upgrades/Repairs	\$2,500.00
Site Supplemental and Concentration	Technology Parts/Upgrades/Repairs	\$1,500.00

» GOAL 8

Goal Area: LCAP Priority 8 - Other Pupil Outcomes

Goal Title: Priority 8: Other Pupil Outcomes

State Priorities:

- 8 - Other Pupil Outcomes

Identified Need:

Goal Statement:

75% of Bates students will meet their RIT goal in MAP testing by the end of the school year. Each class will need to take at least a Fall and Spring test to get accurate results, with more accurate results occurring with Fall, Winter, and Spring testing.

If SBAC Interim assessments are given, the goal is to establish a baseline after the 1st Interim assessment and create student/class/school goals after knowing the baseline data (SBAC Interim Assessments have not been given yet).

On curricular assessments (ELA and Math), the goal is that 75% of the students will score at the "Standard Met/Standard Exceeded" or "Proficient/Advanced".; With a new math curriculum for 2015-2016 that correlates directly to Common Core standards, this will be an important piece of data in preparation for the EOY SBAC test. For ELA, because our materials/assessments still reflect the old CA State Standards, assessment results will be from a combination of Theme Skills Tests and Curriculum Associates (CCSS-based) assessments.

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

- Because this was the first year of MAP testing, there are some results that are promising, but most are incomplete. In order to have more valid results, an end-of-the-year MAP assessment should be given. However, due to the closeness in testing windows with the SBAC and the MAP window, most classes did not take a Spring MAP test. For the one class that did, the results were that 86% of the students achieved their MAP RIT goal in Math and 48% of students achieved their MAP RIT goal in ELA.

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

- School Loop
- Academic Conferences to discuss student progress and test results.

Strategy:

- Staff and students will monitor student learning and standards mastery through the use of assessment data as a means to drive and differentiate instruction in the classroom.

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

- The analysis revealed that in order to get data that is useful, all three testing periods of MAP testing need to be employed. And while it is just one form of assessment, it is important in showing growth.
- One thing that we continue to grapple with is a simple and logical way of tracking and looking at the data - that is easy for teachers to access and for the administration. Tracking MAP testing results is easy because it is web-based.

STRATEGY/ACTIVITY 1

Strategy Title: Necessary Assessments

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Following the district lead, the school will create a matrix of necessary assessments throughout the school year to follow student progress.
- An assessment calendar will be produced and teachers will give the students their required assessments.
- Assessments such as Fluency, STAR Reading, STAR Early Lit, BPST-II will be considered for knowing students' academic levels and areas of need.
- Teachers/Staff will meet to discuss results and how the results will change teaching strategies or student placements in regular education or RTI.

Measures:

- Results of agreed-upon assessments
- Weekly Lesson plans
- Assessment Calendar

People Assigned:

- Teachers/Staff
- Principal
- District Office

STRATEGY/ACTIVITY 2

Strategy Title: Regular Student Assessments

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Students will take ELA Wonders Weekly Assessments after completion of each theme.
- Students will take ELA assessments from the Ready Common Core Supplemental CCSS Materials.
- Students will take Math Topic/Chapter tests after completion of each topic or chapter.
- Students will take MAP Assessments and/or SBAC Interim Assessments using the computers.
- Teachers will utilize the results of these assessments to drive their instruction.

Measures:

- Results of ELA, Math, and SBAC Interim Assessments
- MAP Assessment Reports
- Lesson Book

People Assigned:

- Teachers/Staff
- Principal
- TOSA

» BUDGET SUMMARY

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$45,370.00
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	\$75,652.00

» 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	\$45,370.00	\$45,370.00

Allocated subtotal of consolidated federal funds for this school: **\$45,370.00**

Expenditure subtotal of consolidated federal funds for this school: **\$45,370.00**

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

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$8,184.00	\$8,116.00
0000 - Discretionary	\$12,300.00	\$12,300.00
0740 - Site Supplemental and Concentration	\$9,798.00	\$9,505.00

Allocated subtotal of state or local funds included for this school: **\$30,282.00**

Expenditure subtotal of state or local funds included for this school: **\$29,921.00**

Allocated total of federal, state, and/or local funds for this school: **\$75,652.00**

Expenditure total of federal, state, and/or local funds for this school: **\$75,291.00**

» SCHOOL SITE COUNCIL MEMBERSHIP

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the School through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:

Name	Represents	Contact Info	Reviewed Plan Date
Maria Elena Becerra	Principal	916-775-1771	05/28/2020
Lisa Posnick	Classroom Teacher	916-775-1771	05/28/2020
Mallory Brown	Other School Staff	916-775-1771	05/28/2020
Ruth Crisantos	Parent or Community Member	916-8389471	05/28/2020
Karina Barriga	Parent or Community Member	209-663-5525	05/28/2020
Diann Torgeson	Classroom Teacher	916-775-1771	05/28/2020
Carina Palafox	Other School Staff	916-775-1771	05/28/2020

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	2	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

Silvia Pineda

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:

05/28/2020

Attested:

Maria Elena Becerra, Principal

Typed name of School Principal

Maria Elena Becerra
Signature of School Principal

5/28/2020

Date

Ruth Crisantos

Typed name of SSC Chairperson

Ruth Crisantos
Signature of SSC Chairperson

5/29/20

Date

SPSA 2020-21

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Walnut Grove Elementary

Local Board Approval Date: 06/09/2020

Schoolsite Council (SSC) Approval Date: 05/06/2020

CDS Code: 34674136033708

Principal: Ms. Carrie Norris, Principal

Superintendent: Katherine Wright

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.

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.



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 our school develops a Single 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.



RESOURCE INEQUITIES

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

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.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Annual William's Visit report for facilities and for curriculum	In the 2019-20 school year the William's facilities visit found Walnut Grove School to be in "Good repair". In the 2019-20 school year, the William's curriculum visit found Walnut Grove School to have "No Insufficiencies".	Annual William's Facilities visit will find that the school is in "Good Repair" or better. Annual William's Curriculum visit will find that the school has "No insufficiencies".

STRATEGY/ACTIVITY 1

Strategy Title: **Maintain Facility Needs/Safety**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. As facility needs arise, teachers/staff will inform the custodian and/or principal.
2. The principal will make a work order for the Maintenance and Operations department.
3. The principal will keep a record of needed improvements that are requested.
4. Custodians will inform principal of regular facility maintenance needed.
5. Perform quarterly Walk Throughs with Safety Committee to look at Facility Needs/Concerns
6. Monthly fire drills, an earthquake drill, and multiple Lock-down drills to be held during the year using Catapult EMS Emergency System.
7. 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	\$1,514.00

STRATEGY/ACTIVITY 2

Strategy Title: Provide for all Curricular Needs

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Staff will inform principal of curricular needs to ensure all students have the appropriate materials.
2. Principal will contact DO or order any needed curriculum for the students.
3. 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 2**

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 and Next Generation Science Standards aligned curriculum in ELA, ELD, Math, Science, and Social Studies. The Next Generation Science Standards (NGSS) and social studies standards are also embedded in our new ELA curriculum.

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 2020-21 school year.

STRATEGY/ACTIVITY 1

Strategy Title: Provide Professional Development for Teaching Staff

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Teachers will be provided ongoing professional development in Common Core ELA/ELD, math, and NGSS standards and adopted curriculum in these areas.
2. Teachers will continue to be provided professional development/training in the alignment of ELD standards across all subject areas.(Integrated/Designated ELD and RDUSD Master Plan for English Learner Success)
3. Teachers will continue to receive professional development on the ELA Common Core Frameworks.
4. Schedule 40+ hours of PD for all staff. (Internal and External PD to be counted)
5. Provide staff opportunities to observe peers at WGE and at other schools.
6. Teachers will be given release time to develop lessons and/or collaborate with other teachers. (Integrating standards and AVID strategies)
7. Teachers will be given professional development on the Next Generation Science Standards.

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	Subs for Release time for teachers to observe/collaborate/AVID Planning	\$2,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Provide Access to Supplemental/Ancillary Materials

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. 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.
2. 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	\$2,000.00
Site Supplemental and Concentration Grant	Supplemental Materials	\$1,543.00

STRATEGY/ACTIVITY 3

Strategy Title: Leverage Technology as a Tool to Access Standards /Core Program

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Technology issues will be communicated to principal/Data Path, and Data Path will come out weekly to address issues/upkeep. (district funded)
2. At least every two classrooms will share a Chromebook cart with a class set of Chromebooks.

3. Each classroom will have one (1) working laptop teacher computer or ipad unless the teacher opts to use their personal device instead.
4. Research/Solicit funding opportunities for additional chromebook carts to move toward 1:1 student/computer ratio school wide.
5. 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.)
6. Teachers will incorporate more technology into their lessons (i.e. short media clips, Google Classroom, Google Docs, Google Slides, PowerPoint presentations, Flip Grid, information found on the internet, etc.).
7. Access to wireless internet will be school wide, including the cafeteria, and old gym.
8. Teachers will be trained on Google Classroom through Zoom recorded district trainings, the district TOSA, or site experts.
9. Provide training for parents on how to access Google Classroom or other Distance Learning platforms

Measures:

- Technology Data Path tickets
- Licensing for Ren Learn, Lexia, and IXL (district-funded)
- PD certificates
- Purchase Orders/Invoices for technology hardware/software

People Assigned:

- Teachers/Staff
- Principal
- Data Path
- District Office

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Technology Replacement/Repair Costs (Student Devices)	\$11,473.00
Site Supplemental and Concentration Grant	Technology Replacement/Repair Costs	\$6,257.00
Discretionary	Student Devices	\$1,610.00

» 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 events during the 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.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Event sign in sheets from Open House, Back to School Night, Parent Conferences, Science Nights, Game Nights, Donuts for Dad, Muffins for Mom, AVID Nights, ELAC, etc. (This may be impacted if social distancing protocols prevent gatherings during the 2020-21 school year.	By June of 2019-20, parental involvement was predicted to reach 100% of Walnut Grove families. There were only a few families that had not attended an event, but the school closure impacted this outcome, since our Cinco de Mayo, Open House, Ag Day, Promotions, College Day, Water Day, and multiple Field Trips were cancelled.	By June of 2020-21, parental involvement will have included 100% of Walnut Grove families. (Unless social distancing protocols continue to prevent gatherings.

STRATEGY/ACTIVITY 1

Strategy Title: Increase Communication with Parents

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Teachers will utilize weekly folders for all students to communicate student progress, achievements, upcoming events and important school dates.
2. Teachers in grades 2nd-6th will use the AVID planner system nightly for communication with parents.
3. Teacher in grades 2nd-6th will use a uniform binder organization system with their students. (AVID)
4. Teachers will provide frequent and regular feedback on students' academic progress on assessments through the weekly communication purple folders.
5. School staff will Utilize Home Dialer Program on a regular basis to communicate upcoming events with parents in both English and Spanish.
6. Principal will keep the school website and facebook page updated with current announcements.
7. Principal and teachers will send home a monthly newsletter in both English and Spanish to increase parental involvement and awareness of school events.
8. Fund translator/Parent Liaison 1 hour each day.
9. Translation will be available at all meetings with non-English speaking parents.
10. Progress reports will be mailed home for struggling students mid-quarter/Report cards quarterly for all students.
11. Teachers will hold parent/teacher conferences for all students with translation services as needed, at least once/year.
12. Parents will be invited to participate in Student Study Team (SST) meetings if student is struggling with academics or behavior.
13. Teachers school phone numbers and e-mail addresses will be made available to parents.
14. No school events will be scheduled during PTA, ELAC, or Migrant meetings to ensure greater participation in these meetings.
15. 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	\$7,730.00

STRATEGY/ACTIVITY 2

Strategy Title: Hold Grade Level Parent Trainings

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Grade level parent meetings, educating parents in helping their child be successful in school, will be scheduled for the fall and invitations/reminders will be sent home.
2. Training will include the AVID binder/planner system for 2nd-6th grade.
3. Due to COVID-19 school closures, all future grade level trainings with parents will provide information for parents on accessing distance learning platforms in the event of future school closures. (i.e. Seesaw, Google Classroom, Class Dojo, Remind, etc)
4. Parents will receive materials/resources to assist students in schoolwork and homework.
5. For students in 1st-6th grades, training will include showing parents how to login to Ren Learn to check their child's progress in A/R.
6. School supplies will be given to a parent in each grade level span as a door prize.
7. Food/Snacks will be provided for parents attending the trainings, depending on time of day.
8. 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	\$100.00

STRATEGY/ACTIVITY 3

Strategy Title: Encourage Participation in Parent Volunteer Work Days

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Tuesdays and Wednesdays will be designated as Parent Work Days to help teachers prepare for lessons, make copies of fliers, etc.
2. Monthly Newsletters/PTA/ELAC meetings will include reminders of Parent Work Days.
3. Parent Work Day goal is to have an average of at least six (6) volunteers each Tuesday/Wednesday.
4. Host "thank you" tea in June for all Parent Volunteers.
5. 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.
6. 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	Materials/Supplies for School Beautification	\$500.00

STRATEGY/ACTIVITY 4

Strategy Title: Complete all ELAC Responsibilities

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Hold school elections for parents participation in ELAC. (in accordance with State laws and ELAC By-laws)
2. Schedule at least 5 ELAC meetings each year, the final meeting to incorporate a Reclassification Celebration. (Oct, Nov, Feb, March, and either April/May)
3. ELAC will Assist in the development of the school's needs assessments and site parent survey
4. By October of each year, the ELAC will agendize a meaningful discussion of their needs as to ensure their children's academic success at Walnut Grove and present this information to SSC. These needs will develop as the ELAC goals for the year.
5. 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.
6. ELAC Committee will elect to send at least two members to the district DELAC meetings.(2 year term)
7. 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 or from ELAC Committee members feedback at ELAC meetings.
8. Provide parent training on how to become an active participant on campus.
9. Provide parent training on the District's Uniform Complaint Procedures, including Williams requirements.

Measures:

- Agendas
- Sign-ins
- Site Council Minutes
- ELAC Minutes

People Assigned:

- ELAC Advisor
- ELD teacher
- Principal
- ELAC

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration Grant	Supplies for ELAC meetings/Trainings	\$200.00

STRATEGY/ACTIVITY 5

Strategy Title: Refine and Increase Parent Involvement Opportunities

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. As a whole, parents will complete at least 500 hours of voluntary service at Walnut Grove School. (Dependent on Covid-19 requirements)
2. Implement sign in system in the office, which also tracks numbers of hours volunteered. (Implement recognition System for 50+ hours, 100+, 200+, etc)
3. Host an Open House Barbecue if social distancing guidelines for groups are lifted.
4. Host an annual Inclusive Muffins for Moms/Donuts for Dads event for parents if social distancing guidelines are lifted.
5. Host monthly Coffee and Conversation with the Principal Parent Forums to give parents a venue to discuss concerns, ask questions, and receive information.
6. Host a Title 1 Parent Meeting.
7. Host Kinder/TK Round Up for incoming parents, as well as a Kinder Orientation before school starts.
8. Support PTA events, such as Harvest Festival, fundraisers, and Spring Fling dance if social distancing guidelines allow for these events.
9. Support ASP/PTA Cinco de Mayo Event if social distancing guidelines allow for these events.
10. Create and host monthly theme nights, such as Family Math Night, Reading Night, Game Night, Science Fair etc if social distancing guidelines allow for these events.
11. 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
12. Coordinate parent trainings to support parents in helping their child/children on homework
13. Hold multiple AVID parent nights to educate parents on the new school wide AVID initiative and what this means for their child
14. Work with Adult Ed to provide parent education classes focused on leadership, technology, and English classes.
15. Provide translation services at all events.
16. Host a parent tea to recognize parent volunteers. (Tie into recognition system)

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	\$250.00

» 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 For the 2020-21 SBAC Assessment, fifty-five percent (60%) of our students will achieve Standards Met or Exceeded in ELA and forty-two percent (57%) of our students will achieve Standards Met or Exceeded in Math.

#3 For the 2020-21 SBAC Assessment, we will reduce "Not Met" in ELA to 18% and "Not Met" in Math to 13%.

#4 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.

#5 For the 2020-21 Summative ELPAC, increase the number of EL students moving up at least one ELPI level to 55%.

#6 For the 2020-21 California Science Test (CAST), increase the percentage of students receiving standards met or exceeded to 35%.

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

- The previous goal for 2019-20 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 2019 was fifty-seven percent (57%) for meets/exceeds in ELA and fifty-four percent (54%) in Math. We met both of these goals. Therefore, we are increasing our targeted goal for the 2020-2021 school year.
- Our previous goal for the 2019-20 school year was also to reduce the number of students with standards "Not Met" to 20% in ELA and 13% "Not Met" in math . For the 2019 CAASPP test, 20.65% of students received marks of Standards "Not Met", and in Math the percentage of students receiving "Not Met" was 17%. Since we came close in ELA we moved the goal for 2020-21 to 18% "Not Met" and kept Math at 13% "Not Met".

- During the 2019-20 school year, the criteria for being Reclassified increased from needing only a 3 on the ELPAC to needing a 4. In 2018-19, 22 of our EL students were reclassified with a 3 or a 4 on their ELPAC. In 2019-20, 2 students were reclassified using this new criteria, allowing only a 4 on the ELPAC for reclassification purposes. The two year total of EL students being reclassified in the past two years is 24.
- On the 2019 Dashboard, 32.6% of EL students increased at least one ELPI Level, which is in the "Very Low" range. 55% brings WG to the "High" level on the dashboard, therefore, this is our goal for the 2020-21 ELPAC assessment.
- On the 2019 California Science Test (CAST) 19% of 5th grade students received Standards Met or Standards Exceeded.

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

Reclassification Rates

CAASPP anual Assessment Data

CAASPP Interim Assessment Data

MAP Assessment Data

Curriculum Assessment Data

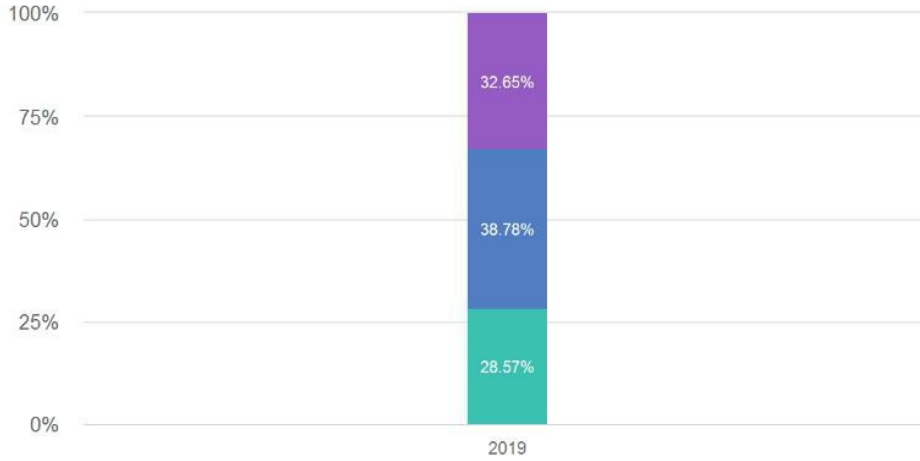
CAASPP Results from spring 16-17, 17-18, 18-19, Comparison

ELPAC Results

California School Dashboard Indicators

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

See above data



- ELs Who Decreased at Least One ELPI Level
- ELs Who Maintained ELPI Levels 1,2L,2H,3L,3H
- ELs Who Progressed at Least One ELPI Level

	2019
ELs Who Decreased at Least One ELPI Level	28.57
ELs Who Maintained ELPI Levels 1,2L,2H,3L,3H	38.78
ELs Who Progressed at Least One ELPI Level	32.65

English Learner Progress

[LEARN MORE](#)

English Learner Progress

[All Students State](#)

32.7% making progress towards English language proficiency

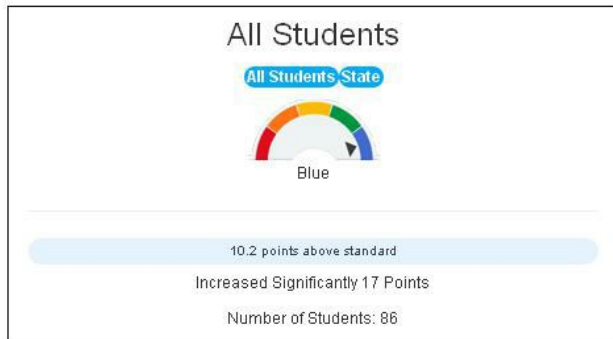
Number of EL Students: 49

Performance Level
Very Low



All Students

Explore how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

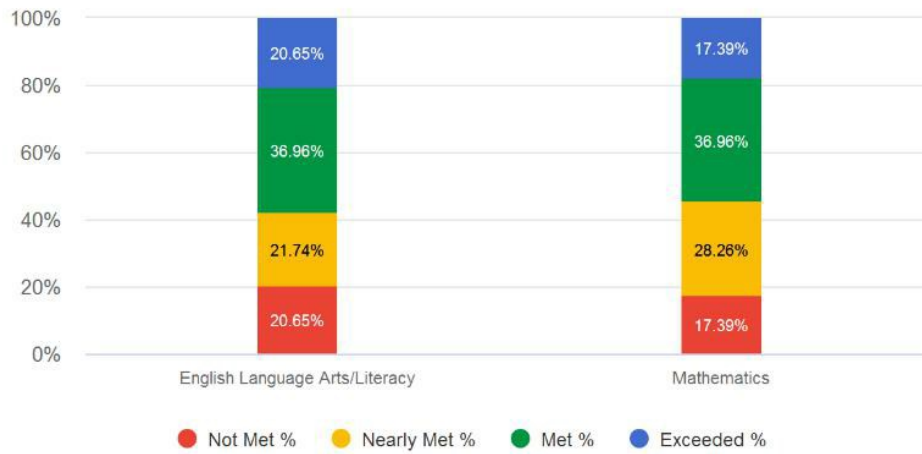


All Students

Explore how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.



Sacramento County
 River Delta Joint Unified District
 Walnut Grove Elementary School
 2019 - SBA - English Language Arts/Literacy And Mathematics - Achievement Levels Comparison
 By Subject



	English Language Arts/Literacy	Mathematics
Not Met %	20.65%	17.39%
Not Met #	19	16
Nearly Met %	21.74%	28.26%
Nearly Met #	20	26
Met %	36.96%	36.96%
Met #	34	34
Exceeded %	20.65%	17.39%
Exceeded #	19	16

STRATEGY/ACTIVITY 1

Strategy Title: Provide Instruction at Student Levels

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Students will receive instruction at their level of need during ELA/Math Universal Access (UA) time.
2. 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.
3. 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)
4. 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 (Partially funded through the district)	\$25,052.00

STRATEGY/ACTIVITY 2

Strategy Title: Implement ELA/Math Standards

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Teachers will use district current state-adopted instructional materials or other standards based materials in ELA, ELD, and Math.
2. District and site to purchase resources to supplement curriculum.
3. Adhere to school-wide ELA/Math curriculum minutes in daily schedule.
4. Protect core instruction time from interruptions, keeping all assemblies in the afternoon time.
5. Provide copy machines, copy paper, toner for printing supplemental resources and core program additional resources.

Measures:

- 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
Lottery: Unrestricted	Supplemental Materials/Supplies/Leases	\$6,080.00
Site Supplemental and Concentration Grant	Supplemental Materials/Supplies/Leases	\$1,806.00
Discretionary	Supplies and Materials	\$940.00

STRATEGY/ACTIVITY 3

Strategy Title: Provide Ongoing Assessment and Monitoring

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Staff will administer, review and analyze ELPAC, CAASPP ELA, Science, and Physical Fitness Results.
2. Staff will administer, review and analyze curriculum assessments, STAR assessment (Ren Learn), MAP assessments, and Interim CAASPP assessments regularly.
3. Administer entry level assessments for Kinder students (STAR Early Lit, ELPAC Initial, MAP).
4. Administer MAP Assessments in fall, winter, spring.
5. Establish calendar for administration, collection, and analysis of RTI assessments.
6. Schedule and hold quarterly Monitoring Conferences, where specialists, classroom teachers, and the principal will coordinate and fine tune services for students.
7. Utilize district provided CAASPP and ELPAC practice materials from current curriculum adoptions.
8. Celebrate student success on CAASPP and ELPAC with Medals Ceremonies.
9. 3rd-6th grade teacher team to attend CAASPP institute in the fall.
10. Administration to provide data on students who are in different subgroups.

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
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: Increase Grade Level/School Wide Collaboration

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Identify school site leaders in specialized areas (GLAD, A/R, School Plan, AVID, Academic Conversations, Collaborative Groups, etc) and utilize their input for all staff.
2. Teachers share specific input/feedback on how to improve teaching strategies and student performance.
3. Continue implementation of Instructional Rounds on campus with at least an annual team walkthrough
4. Hold end of the year cross grade level collaboration meetings.
5. Staff to each chose one staff meeting each year to present about an AVID strategy they have learned about or are using

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
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Subs for Instructional Rounds	\$600.00

STRATEGY/ACTIVITY 5

Strategy Title: Continue Academic Language Campaign

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Teacher leaders to review Kate Kinsella/Jeff Zwiers Academic Language Development strategies at staff meetings throughout the year.
2. Academic discussion sentence frames will be up in ALL classrooms and utilized on a daily basis.
3. Teachers model high academic language and discuss the difference between public and private voice and academic and everyday language.
4. Teachers to provide sentence frames for partner/group academic conversations activities.
5. Implement cooperative groups.
6. Students expected to answer in complete sentences when appropriate.
7. 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:

1. Implement school wide A/R time daily for 30 minutes. (1st-6th grade)
2. Teachers to implement student reading conferences.
3. 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.
4. Provide Full Day Summer Program (Mostly Funded by outside donations-\$25,000 donated from community partners) First half of program to focus on reading and math. Students to be targeted first for this camp are those students who did not participate in distance learning due to lack of internet access or other factors. Math topics to be covered that were covered during distance learning in April and May.

Measures:

- Ren Learn data (A/R goal and STAR Reading Level)
- Teacher lesson plans

People Assigned:

- Teachers/Staff
- Principal
- PTA

STRATEGY/ACTIVITY 7

Strategy Title: Continue to Support English Language Learner Program

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Provide Supplemental resources identified as needed for EL students.
2. Provide **ALL** ELD students with Integrated and Designated ELD instructional time daily
3. Utilize full time ELD/Intervention teacher for monitoring, intervention, and ELD support for ELs.(Partially funded through the district)
4. ELD teacher provides ELD/SDAIE training to staff.
5. Hold ELPAC "test chats" with all EL students.
6. Provide academic sentence frames for EL Learners.
7. Provide targeted vocabulary instruction.

8. All classroom teachers to utilize practice ELPAC tests online to familiarize students with test format.
9. Train all teaching staff on ELPAC assessment annually.
10. 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.
11. Provide Newcomer course for any student new to the US with beginning English skills
12. Celebrate student successes on ELPAC assessment with Medal Ceremony.
13. ELAC to host a potluck annually to celebrate Reclassified students.
14. 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: [Provide Response to Intervention](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Schedule regular SST (Student Study Team) meetings to create individual support plans for students as needed.

2. Uniformly identify students in each grade level to receive RTI support through Monitoring Conferences, and SST's.
3. Continue to implement RTI strategies to support students who are not meeting standards in English/Language Arts and Math.
4. 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.
5. Provide opportunities for students to receive targeted after school intervention with certificated staff.
6. Provide RTI interventions with Migrant Aide (district provided) for students with an educational need who are enrolled in the Migrant Program.
7. Utilize RSP teacher/aide daily for RSP and RTI interventions.
8. Purchase supplemental tier 3 RTI web-based programs for TK-6th grade students (Read Naturally, Freckle) Read Naturally partially funded through migrant education funds
9. 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	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	\$6,000.00

STRATEGY/ACTIVITY 9

Strategy Title: **Expand Social Studies and Science Opportunities**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. School wide schedule will reflect science/social studies period.
2. 5th Grade Teacher to lead PD sessions at the beginning of the year highlighting the standards being assessed on the 5th grade state science assessment.
3. Site license for Mystery Science for 1 year as a supplement to new science curriculum.
4. Freckle RTI Program to provide 1 year free of online science programming.
5. All teachers will teach required science standards.
6. Provide alternate, hands-on activities for acquiring and mastering science/social studies standards (virtual field trips, assemblies).
7. Provide materials for science experiments as needed
8. Provide maker-space time for students to create and build.
9. Focus on STEM activities throughout the year.
10. PTA to host a science night. (if social distancing protocols allow groups to gather)

Measures:

- Lesson Plans
- Classroom walkthroughs/Observations

People Assigned:

- Teachers/Staff
- Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Educational Presentations/Experiences on site	\$1,000.00
Discretionary	Science Supplies/Materials	\$300.00

STRATEGY/ACTIVITY 10

Strategy Title: Focus on Physical Fitness and Health

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. All classes will have 200 minutes of physical education activity every ten days, provided by a credentialed teacher.
2. Improve physical activity and nutrition for students.
3. Administer the Physical Fitness test to all 5th grade students (pre and post).
4. Purchase needed P.E. materials.
5. Participate in Running for Rhett 5K in the fall. (spring optional)
6. Provide Puberty Education health course through the school nurse for 5th/6th grade students in the spring.

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

 **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.

-Walnut Grove School will have a Chronic Absenteeism rate of 9% or lower for the 2020-21 school year.

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

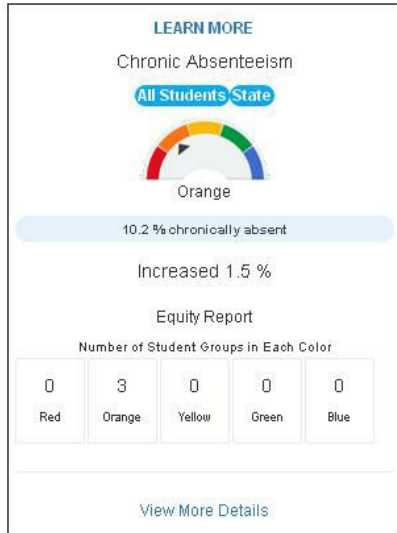
Parent Surveys

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

On the 2019 California School Dash Board, Walnut Grove School had 10.2% Chronic Absenteeism Rate. The state Chronic Absenteeism Rate was 10.1%, therefore we made our Chronic Absenteeism goal to be 9% or lower.

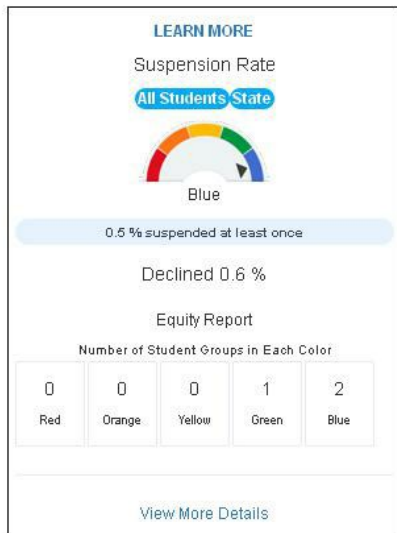
Academic Engagement

See information that shows how well schools are engaging students in their learning.



Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



STRATEGY/ACTIVITY 1

Strategy Title: Improve Student School Attendance

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Implement all social distancing/hygiene/cleaning measures as outlined by the district/state
2. School will work to have a 97% overall ADA rate.
3. Students who have no absences/No tardies each month, will participate in a monthly "No Tardy" party celebration.
4. Teachers will encourage superior attendance and recognize it in their classrooms, while also teaching appropriate hygiene, hand washing, etc and promoting CDE/Health Dept Guidelines of how many days to stay home after being sick.
5. Class attendance to be highlighted at each monthly assembly with class with best attendance receiving class trophy/stuffed animal for the month
6. Create a School Attendance Review Team, made up of the principal, counselor, and a classroom teacher.
7. Parents/Guardians of students with chronic absenteeism will receive letters from the school and have a meeting with the School Attendance Review Team.
8. Take part in/refer students to district SARB meetings (School Attendance Review Board) when necessary.
9. Provide school wide celebrations monthly when 97% attendance goal is reached.
10. Provide end of the year celebration for each class achieving the attendance rate of 97% average or better throughout the year.
11. Provide random daily "No tardy" incentives for classes and students with no absences/tardies on random days of the month.
12. Provide "No Tardy Party" to parents at least once per year for those dropping their kids off on-time, before the bell rings.
13. 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 GoodAttendance/No Tardies	\$1,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Increase Positive Student Participation/Engagement

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. All students in 5th and 6th grade will participate in leadership.
2. 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.
3. 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.)
4. Students in grades 4th-6th will have access to Intramural sports (i.e. football, basketball, volleyball, and soccer) through the After School Program.
5. TK-6th grade students will have the opportunity to participate in the 5K Running for Rhett program
6. Provide one anti-bullying presentations annually through the Bullying Grant.
7. Counselor to implement buddy program/conflict managers, using 4th - 6th grade students as older buddies/conflict managers for primary students.
8. K/6th grade students to participate in a promotion ceremony/celebration.
9. Provide a celebration field trip or on site activity for the 6th grade promoting class.

Measures:

- Student recognition at monthly assemblies
- Participation in Intramural Sports
- Field Trip Participation

People Assigned:

- Teachers/Staff
- Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Materials/Supplies for Leadership	\$100.00
Discretionary	Materials/Supplies for Buddy Program	\$135.00
Discretionary	6th Grade Celebration Field Trip or on site activity	\$600.00

STRATEGY/ACTIVITY 3

Strategy Title: Promote a College Going Environment

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. 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
2. 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.
3. The 6th grade teacher will work with 6th grade students to transition to middle school, including taking a trip to visit Clarksburg Middle School.
4. The counselor will provide a career exploration workshop with multiple grade levels.
5. The counselor will facilitate 6 year plans for all 6th graders.
6. All classrooms will have a college board.
7. All classrooms to have graduation of high school year/college year posted.
8. Seek donations for college shirts for all students.
9. All classes to implement a "When I grow up" activity.
10. 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
Lottery: Unrestricted	Transportation Cost for CMS Visit for 6th Grade	\$250.00

STRATEGY/ACTIVITY 4

Strategy Title: **Ensure Visual and Performing Arts Opportunities**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. School will schedule an annual dramatic performance arts presentation or assembly. (PTA sponsored)
2. All teachers will utilize the VAPA standards in the classroom regularly.
3. Students in grades 3rd-6th will be allowed opportunities to participate in singing club, ukulele (3rd), recorder (4th), or school band (5th/6th) Depending on hybrid Covid-19 school schedule TBD, this could change to TK-2nd choral classes, depending on the availability of the music teacher.
4. School band or choir will plan and perform two Band Concerts during the school year. (winter, spring)
5. The CMS/Delta band and choir will perform at WG annually as social distancing requirements allow.
6. All classrooms will perform in the winter program if social distancing requirements allow.
7. School will purchase/borrow/repair needed instruments.
8. 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	Materials/Supplies to support VAPA in the classroom	\$500.00

» 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:

1. Teachers will teach lessons on social emotional learning that help students understand their thought process in mindfulness, making decisions and how to make good, positive decisions, social skills, self regulation, healthy coping skills, develop empathy, etc.
2. PBIS site team to focus on creating annual goals for SEL/PBIS at the site.
3. 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.
4. Staff will all have "Paw"sitive Action purple tickets to hand out when they see exemplary behavior.
5. Monthly/Weekly prize drawing will be held to recognize students who have modeled appropriate behavior.
6. Hold a monthly lunch with the principal for students who have had exemplary behavior/improved behavior during the month.
7. At least one Anti-Bullying presentation to be held during the year.
8. 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:

1. Continue school wide implementation of the Behavior Matrix for expectations for student behavior/Roll out updated Behavior Matrix completed by the PBIS team in spring 2020.
2. 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.
3. Implement 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.
4. All 5th and 6th grade students will participate in the leadership academy program at school.
5. Restorative Practices/PBIS trained staff to train the staff. Team to work to come up with alternatives to off-campus suspension.
6. At the beginning of the year, counselor to train and support teachers to implement SEL lessons for at least 15 minutes a week.
7. 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.
8. 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.
9. Counselor will provide lessons on certain topics relevant to classroom/school needs.
10. Create Calm Spaces/Corners in all classrooms to give students healthy options to self-regulate.
11. Continue to implement Trauma informed practices.
12. Provide PD on Trauma informed practices.
13. Teach students mindfulness techniques.
14. Teach students the hand model of the brain and what each brain section does.
15. 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)
16. Schedule monthly PBIS team meetings.

Measures:

- Student discipline data from Aeries
- Counseling schedule/calendar

People Assigned:

- Teacher/Staff
- District Counselor
- Principal

STRATEGY/ACTIVITY 3

Strategy Title: Focus on School Safety

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. School will provide three, one hour yard supervisors to cover lunch recess and before school recess yard duty.
2. Certificated staff will provide supervision during morning recess and afterschool duty.
3. Administration, staff, and the Safety Committee will work to update the Comprehensive School Safety Plan annually.
4. 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)	\$13,515.00

STRATEGY/ACTIVITY 4

Strategy Title: **Include Community Based Programs to Support Student Success**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Implement Red Ribbon week with the support of the Sacramento County Sheriff Department and PTA.
2. Work with Rio Vista Care to provide counseling services for students and Positive Action groups (or other research based SEL curriculum)for students.
3. Third grade students to participate in Rotary Dictionary Program.
4. Partner with Rotary and Community Group through F5 Sacramento on the school garden and other projects.
5. Schedule work days in coordination with PTA, ELAC, and Rotary.
6. Partner with Migrant Ed and Mini Corp to provide services to students.
7. Partner with Community Agencies to provide a Health Fair for the community of Walnut Grove.
8. 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.
9. Partner with the Family Resource Center to provide services for families (i.e. emergency food and clothing, health insurance, WIC, parenting classes)
10. 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.
11. Work with SCOE on preparing for the 5th/6th grade trip to Sly Park.
12. Work with the community of Walnut Grove to find mentors to work with students.
13. Work with First 5 to provide a kinder camp experience for incoming TK and K students.
14. 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: Continue School Wide AVID Elementary School (Advancement Via Individual Determination)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

1. Begin Year 5 of implementation of School Wide AVID.
2. District to send a team of 2 teachers to AVID Summer Institute summer of 2021-22.
3. 2nd-6th grade classes to utilize AVID binder/planner system.
4. Restructure monthly student of the month assembly to include recognition for AVID goals and successes.
5. Host at least quarterly up to monthly AVID lunch with staff to allow for collaboration on new AVID strategies being implemented.
6. Summer team with input from staff to formulate additional AVID goals for the school year.
7. Create and utilize an AVID strategy menu for staff to use and reference (working document to be added to)
8. Keep a year long focus on career and college readiness.
9. Promote a growth mindset in all classrooms will all classes having a growth mindset board.
10. Continue organization, note-taking, and scholarly environment focus, adding in a writing and technology AVID focus for 2020-21 school year.
11. 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.
12. Staff to teach a new AVID strategy at 1 staff meeting/month.
13. 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	\$500.00

» BUDGET SUMMARY

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$60,355.00
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	\$101,805.00

» 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	\$60,355.00	\$60,355.00

Allocated subtotal of consolidated federal funds for this school: **\$60,355.00**

Expenditure subtotal of consolidated federal funds for this school: **\$60,355.00**

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

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$11,244.00	\$11,244.00
0740 - Site Supplemental and Concentration Grant	\$12,806.00	\$12,806.00
0000 - Discretionary	\$17,400.00	\$17,400.00

Allocated subtotal of state or local funds included for this school: **\$41,450.00**

Expenditure subtotal of state or local funds included for this school: **\$41,450.00**

Allocated total of federal, state, and/or local funds for this school: **\$101,805.00**

Expenditure total of federal, state, and/or local funds for this school: **\$101,805.00**

**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	05/06/2020
Jennifer Stone	Parent or Community Member	916-776-1844	05/06/2020
Carianna Brandon	Parent or Community Member	916-776-1844	05/06/2020
Melissa Maciel	Classroom Teacher	916-776-1844	05/06/2020
Elise Wootton	Classroom Teacher	916-776-1844	05/06/2020
Maria Rivera Garcia	Parent or Community Member	916-776-1844	05/06/2020
Esmeralda Rios Sanchez	Parent or Community Member	916-776-1844	05/06/2020
Maria Larios	Other School Staff	916-776-1844	05/06/2020

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

_____ Signature

Walnut Grove School Staff

_____ 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:

05/06/2020

Attested:

Ms. Carrie Norris, Principal

Typed name of School Principal

Signature of School Principal

5/6/20

Date

Carianna Brandon

Typed name of SSC Chairperson

_____ Signature of SSC Chairperson

_____ Date

meeting held via zoom due to COVID-19 school closure. Signatures to be obtained upon school reopening.

SPSA 2020-21

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Clarksburg Middle

River Delta Joint Unified District



Delta High

Local Board Approval Date: 06/09/2020

Schoolsite Council (SSC) Approval Date: 04/27/2020

CDS Code: 34674135731708

Principal: Laura Uslan, Principal

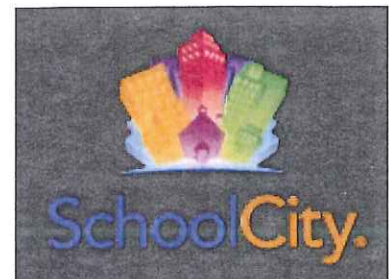
Superintendent: Katherine Wright

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)

Targeted support for Clarksburg Middle School is in both ELA and Mathematics. All subgroups declined in mathematics and are areas of targeted support. All subgroups in ELA maintained, but focus remains on socioeconomically disadvantaged students, Hispanic students, students with disabilities and EL students.

Delta High School students showed an overall decline in mathematics, with targeted support noted for Hispanic students. Delta High School students in all subgroups made significant improvement in ELA.

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 support noted subgroups have been included in the SPSA goals and action plans.



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 2019-20 school year by the joint CMS and DHS School Site Council (SSC) at meetings held on 9/9/19, 10/7/19, 11/4/19, 12/2/19, 2/3/20, and 3/9/20. Due to COVID-19 school closures, the revised SPSA was remotely reviewed and approved by members at a meeting held April 27, 2020.

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 and printers 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	\$5,389.00
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, 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.)
 Maintain existing "SmartBoards" for use in classrooms
 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, ~ \$2615 DHS, \$3000CMS	\$5,900.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Overall, our practices effectively secure 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.

We usually lack the additional funding to achieve all technology goals, but have had district support in funding chromebooks for student use.

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 is adjusted for annual allocation, with increases in technology budget as allowed.

» 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 2019-20.

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

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 additional new textbook adoptions in Science courses (Chemistry and Physics)

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 to communicate academic progress to students and their parents
 Establish expectation with staff about updating grades on Aeries to ensure accuracy and timeliness 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 in all courses
 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 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

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, 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 2019-20

SBAC results for 2018-19 (note: All state testing was cancelled for Spring 2020 due to COVID-19 school closures)

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) or 504 Plan.

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 (on Wednesday and Thursday of all Block Weeks) to allow students to access teachers for make-up work, test taking, and tutoring
 Structure tutorial topics specifically for students who are underperforming in courses
 Continue with Advisory program to focus students on their own academic success and to support emotional well-being
 Re-establish CMS Mentor Program at combined CMS/DHS lunch with volunteer DHS students to help guide them in academic and behavioral issues
 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
 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 structured opportunities 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 instructional strategies that maintain student engagement (GLAD, pictures, hands-on, graphic organizers, 2:10 teacher/student talk ratio, opportunities for Academic Conversations daily)
 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 (utilizing the 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 on Wednesday and Thursday of every Block 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, along with test result data

Increase in CMS/DHS subgroup performances on SBAC mathematics and language arts exams

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 all Delta High School students

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

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

Evaluate transcripts each semester for students who need to transfer to alternative education for credit recovery

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 all 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

Assure accuracy and follow-up of students who transfer out of DHS so that CALPADS data/Dashboard data reflects our positive graduation rate

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

Continue to pursue funding for the purchase of school vans for use in transporting athletes/students to all campus extra-curricular 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 CMS 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 \$1172	\$7,172.00
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

Dashboard data

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

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)

Implement an "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	New anti-bullying curriculum materials ~ CMS \$2000	\$2,000.00
Lottery: Unrestricted	7th grade t-shirts~ CMS \$800	\$800.00

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 2020-21, Guitar class as an "f" requirement and "Math Analysis/Pre-Calculus" as an Honors course)
 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
 Continue SAT at School program to support DHS students in taking this exam in their "home"/comfortable environment
 Increase student access to dual enrollment programs with local community colleges
 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 continue 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
Site Supplemental and Concentration	College readiness programs and field trips ~ DHS \$1000, CMS \$1000	\$2,000.00
Discretionary	College Field Trips ~ CMS	\$1,000.00

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:
 The CMS/DHS Counselor will train 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 added 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 after graduation.

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 Math Analysis/Pre-Calculus as an Honors 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
Lottery: Unrestricted	Print course catalogs & other materials ~ DHS	\$700.00
Site Supplemental and Concentration	Translation of materials ~ CMS	\$500.00
Discretionary	Translation and printing of registration materials~ DHS \$1000, CMS \$500	\$1,500.00

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) and move toward increased FTE to enable space for math support courses
 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 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 (in particular in Graphic Arts)
 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
Carl D. Perkins Career and Technical Education: Secondary, Section 131	Art program CTE supplies & equipment ~ DHS	\$2,500.00
Discretionary	Art & music program supplies ~ DHS \$1500, CMS \$1500	\$3,000.00

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
 Maintain the AVID College Tutors, especially for support in mathematics
 Check master schedule for conflicts that hinder registering for AVID classes
 Provide continued training for our AVID instructors and other staff members; send multiple staff members to AVID Summer Conference in 2020
 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 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"
 Maintain an Ag Boosters parent group as well as an Agriculture Advisory Board
 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 (if enrollment is adequate) 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
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	\$3,439.00
Agricultural Career Technical Education Incentive	Materials for Ag courses and programs + Teacher stipends	\$10,000.00
Discretionary	Ag/Voc Ed district matching funds	\$13,439.00

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
- 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.
Examination of Dashboard data.

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 to provide current and upcoming assignment information for students and parents

Utilize Tutorial periods during Block Weeks 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 9th 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
 Explore ways to have smaller group sizes for Advisory groups
 Focus core of Advisory curriculum on student achievement, academic success, and 4-6 year plan revisions; add topics: self-advocacy skills and skills for effective studying

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 students at and assign them to Tutorial periods for support
 Foster a culture for students to use *both the Wednesday mandatory Tutorial and the Thursday 16-minute optional Tutorial* to support their academic needs
 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

Prepare for a successful 3-year WASC re-visit in February 2021

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

» 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	\$188,795.00

» 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	\$13,439.00	\$13,439.00

Allocated subtotal of consolidated federal funds for this school: **\$18,439.00**

Expenditure subtotal of consolidated federal funds for this school: **\$18,439.00**

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

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$88,218.00	\$88,218.00
0740 - Site Supplemental and Concentration	\$20,799.00	\$20,799.00
0000 - Discretionary	\$61,339.00	\$61,339.00

Allocated subtotal of state or local funds included for this school: **\$170,356.00**

Expenditure subtotal of state or local funds included for this school: **\$170,356.00**

Allocated total of federal, state, and/or local funds for this school: **\$188,795.00**

Expenditure total of federal, state, and/or local funds for this school: **\$188,795.00**

» 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		04/27/2020
Paul Delgado	Classroom Teacher		04/27/2020
Alex Gallegos	Classroom Teacher		04/27/2020
Julie Makar	Classroom Teacher		04/27/2020
Kristin Schroer	Classroom Teacher		04/27/2020
Lucia Perez	Other School Staff		04/27/2020
Mary McAllister	Parent or Community Member		04/27/2020
Matt Taylor	Parent or Community Member		04/27/2020
Norma Medina	Parent or Community Member		04/27/2020
Stephanie Estrada	Secondary Student		04/27/2020
Vianey Estrada	Secondary Student		04/27/2020
Jordan Arias	Secondary Student		04/27/2020

TOTAL NUMBER OF SCHOOL SITE COUNCIL MEMBERS

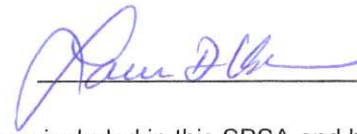
	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Number of members of each category	1	4	1	3	3

» 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:

Delta Heavenly Boosters, Delta Ag Boosters, ELAC



Signature

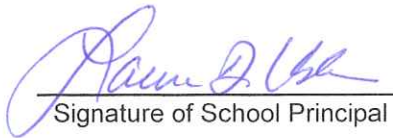
4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of 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:

04/27/2020

Attested:

Laura Uslan, Principal

Typed name of School Principal


Signature of School Principal

4-27-20

Date

Stephanie Estrada

Typed name of SSC Chairperson

(SE) via zoom mtg
Signature of SSC Chairperson

4-27-20

Date

718-5322-2491

SPSA 2020-21

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Isleton Elementary

Local Board Approval Date: 06/09/2020

Schoolsite Council (SSC) Approval Date: 05/29/2020

CDS Code: 34674136033666

Principal: Ms. Stacy Wallace, Principal

Superintendent: Katherine Wright

Address: 412 Union St.
Isleton, CA 95641-0728

Phone: (916) 777-6515

Email: swallace@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 the 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 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 is an ongoing cycle of improvement. The site council began meeting in September 2019 and met throughout the year to review and update the school plan. Once the site council initially reviewed and the site plan, staff and parents provided input through formal and informal processes. These processes included Tiger Talks Breakfast, ELAC meetings, and School Site Council meetings in order to ensure that the needs of our students are being met. In the spring the Principal reviewed the LCAP goals and actions with the Site Council and the group provided input. We also completed a year-end assessment on goals and actions for the school site as well as budget priorities for the upcoming 2020-2021 school year.

» 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 auxiliary 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 for Staff/Site	\$2,900.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Isleton maintains a clean and safe campus with regular upkeep provided. The site council created a team that did a safety walk of the campus in order to address some of the safety concerns that appeared. Those concerns were then addressed through work orders performed by the custodian and maintenance staff.

As for our technology needs, Data Path performed a needs assessment and was able to inform me that due to age and the amount of use we will need to purchase ELMO's and Projectors. As a result of that assessment we purchased 2 projectors for a back-up in case one stopped working in the future.

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 regards to our staff and site technology needs, our computer lab needed to have some headphones replaced. The computer lab chromebooks and headphones are used mostly by the primary grades students Kindergarten through 3rd grade. Headphones have a hard time holding up so there was a need to purchase a class set of flexible headphones that will be able to hold up to the bending and flexing that the students put on them.

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.

In light of the distance learning that we had to transition to this school year, as well as the likelihood of us being in some sort of distance learning for the next school year. There will be a large need to update a few staff computers in order to keep up with the requirements of zoom learning. Some of the current laptops for staff do not have microphones that work at an audible volume for students to hear instruction. I will have Data Path perform a needs assessment on staff computers in order to see which computers will need attention first.



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 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 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
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Educational Software	\$500.00
Site Supplemental and Concentration	Phonics Consumables	\$500.00
Site Supplemental and Concentration	Intervention Materials	\$1,500.00
Site Supplemental and Concentration	Educational Software	\$350.00

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
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	NGSS/Math supplemental materials	\$1,000.00
Site Supplemental and Concentration	STEM Supplies	\$1,000.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

The school provides strong academic instruction aligned to the Common Core State Standards. This school year the staff decided to incorporate a new educational software in order to support instruction "NewsELA" this new educational software seemed to have a positive impact on instruction. With the new NGSS adoption the science curriculum that was chosen provided the teachers with many of supplies needed but some supplementary supplies were needed in order to complete some of the interactive science labs.

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

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.

There is only one small change, we added some money into the technology software in order to support instruction. With the strong possibility of our schools being in Distance Learning, in order to support the teachers as well as students in their online learning as much as possible. As well as renewing our subscription to NewsELA.



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 CABE 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
Lottery: Unrestricted	ELAC meeting refreshments	\$450.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Parent CAFE conference	\$1,000.00

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
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Parent Literacy	\$1,025.00
Discretionary	Parent Nights Incentives	\$300.00
Site Supplemental and Concentration	Family Literacy Nights materials	\$641.00

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	\$13,100.00
Discretionary	Postage for mailings to families	\$600.00
Discretionary	Tiger Talk Breakfasts and Year End Volunteer BBQ	\$750.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

During the 2019-2020 school we incorporated a few new family and parent involvement activities including "Family Game Night" and "Donuts for Dads", unfortunately our "Muffins for Moms" was unable to occur this year due to COVID-19. We also continued holding our Tiger Talks Breakfast with the Principal Monthly, gaining more parent attendance as the time went on. During those meetings we discussed many things including class activities, AVID, studying strategies, school information, upcoming school events, etc. It ended up being a nice morning where our parents were able to get together and socialize over a cup of coffee. There were a few more events that were not able to occur due to the early school closure those being a Science Night, our school Science Fair, and Career Day.

We also had good attendance in our ELAC and Site Council meetings, our parents were able to bring thoughts, ideas and concerns to the school in order to better support our students learning. The school's Bilingual Parent Liaison definitely leads to the success of the effectiveness of the parent involvement. The Liaison communicates with families and supports families as well as provides valuable translation services.

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

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.

Parent Involvement is one of our school focuses, we want to continue our focus on parent involvement with our school. Therefore we put a small increase in funding in parent engagement so that we continue to have our "Family Nights". Those are great opportunities for our families to engage in family learning together while at the school. We would love to increase these opportunities and to have them on campus more regularly.



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
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	substitutes for walk-through's, assessments, and sst's	\$1,000.00
Discretionary	Awards for Academic Achievement	\$850.00
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	\$3,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Transportation for Field Trips	\$2,000.00
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	\$300.00
Discretionary	GATE/Advanced Enrichment	\$500.00

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	\$400.00

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	\$3,000.00
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	\$493.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	AVID PD	\$1,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	College and Career Activities	\$1,000.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Honoring student achievement is something that is truly valued here at Isleton Elementary we hold a yearly Medal Ceremony for our students that receive a passing score on the SBAC test, the Physical Fitness test, the CAST test for science, and the ELPAC test. As well as acknowledging academic achievement throughout the school year, in an end of the year Awards Night. We are moving forward with the Implementation of AVID in our classroom there a few school wide strategies that we are focusing on, note-taking as well as organization. We had a number of teachers attend the AVID training this summer, in order to stay fresh on their AVID strategies. As a school we work hard in order to maintain a college and career going culture, we were able to have our 3rd-6th grade students visit one college campus this year, our 5th grade class had another college campus visit scheduled but were not able to attend. We also had a "Science Night" planned in order to provide an on-campus learning night, where they would build on concepts students learned during their science units this 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.

Unfortunately we were not able to go on a few Field Trips our have a few of our different enrichment activities on campus including college visits, college week activities, career day, and "Family Science Night" to name a few of the activities that were not able to occur due to the move to Distance Learning.

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 value the needs of this goal, this goal will be remaining the same in order to provide our students with a rich learning environment.

» 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	\$500.00
Lottery: Unrestricted	Yearbook Stipend	\$991.00

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	\$500.00
Site Supplemental and Concentration	Attendance Incentives	\$150.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

The school worked hard to celebrate fantastic student attendance, each month at the Character Ed Assembly we would announce the students that had perfect attendance for the month. Those students would then receive a ticket for a treat or a homework pass that would be given out later that day. Some of the treats included Gel Pens, ice cream sandwiches, hot chocolate and cookies, as well as puzzle erasers and crazy pencils. This made an impact on the attendance, but attendance is still something we want to focus on for the next school year.

Isleton also recognizes students for Character Education, every month students from every grade level get recognition from their teachers for the great things they do in the classroom outside of academics. These students receive a t-shirt that they can wear that celebrates their achievement in demonstrating good positive character.

We also incorporate the involvement of YOGA and Mindfulness in our school. All students Kindergarten through 3rd grade work on the important skills learned through Yoga and Mindfulness. The students develop a knowledge of different poses as well as how to control your breathing, controlling your feelings, as well as positive thoughts.

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

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.

Isleton still maintains a strong focus on Attendance and the development of Character Education. We want our students to be getting direct instruction from their teachers as well as developing with supports socially and emotionally.



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
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	MTSS/Trauma Informed/Restorative Training	\$1,000.00
Site Supplemental and Concentration	Yoga and Mindfulness	\$4,000.00

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

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

The school worked hard to celebrate fantastic student attendance, each month at the Character Ed Assembly we would announce the students that had perfect attendance for the month. Those students would then receive a ticket for a treat or a homework pass that would be given out later that day. Some of the treats included Gel Pens, ice cream sandwiches, hot chocolate and cookies, as well as puzzle erasers and crazy pencils. This made an impact on the attendance, but attendance is still something we want to focus on.

Isleton also recognizes students for Character Education, every month students from every grade level get recognition from their teachers for the great things they do in the classroom outside of academics. These students receive a t-shirt that they can wear that celebrates their achievement in demonstrating good positive character.

We also incorporate the involvement of YOGA and Mindfulness in our school. All students Kindergarten through 3rd grade work on the important skills learned through Yoga and Mindfulness. The students develop a knowledge of different poses as well as how to control your breathing, controlling your feelings, as well as positive thoughts.

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

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.

Isleton still maintains a strong focus on Attendance and the development of Character Education. We want our students to be getting direct instruction from their teachers as well as developing with supports socially and emotionally.

» 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
Discretionary	student technology needs	\$200.00
Site Supplemental and Concentration	Student technology needs	\$400.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

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 purchased 5 new chromebooks prior to moving into distance learning, as a result of wear and tear some of the chromebooks that we purchased a while ago have broken or had malfunctions and needed to be replaced. We continue to support our student's development into the digital age. The teachers are always pushing our students to read, in order to develop our students reading and allow them to read books that are at a higher level then they may be able to read. They use books on tape and portable CD players in order to listen to these books. This year we had to purchase quite a few of these CD players for a number of different grade levels.

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

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.

Looking into the future and the aspect that we gave a large portion of our chromebooks out to students in order for them to participate in distance learning and the fact that we may start the year or distance learning. We need to prepare for the occasion that we may need to replenish the schools chromebooks. With that in mind we think that it would be best to allocate some more funds in order to replace some lost or stolen chromebooks.

» BUDGET SUMMARY

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$27,400.00
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	\$63,375.00

» 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	\$27,400.00	\$27,400.00

Allocated subtotal of consolidated federal funds for this school: **\$27,400.00**

Expenditure subtotal of consolidated federal funds for this school: **\$27,400.00**

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

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$10,034.00	\$10,034.00
0000 - Discretionary	\$15,800.00	\$15,800.00
0740 - Site Supplemental and Concentration	\$10,141.00	\$10,141.00

Allocated subtotal of state or local funds included for this school: **\$35,975.00**

Expenditure subtotal of state or local funds included for this school: **\$35,975.00**

Allocated total of federal, state, and/or local funds for this school: **\$63,375.00**

Expenditure total of federal, state, and/or local funds for this school: **\$63,375.00**

**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
Maggie Andersson	Parent or Community Member		05/29/2020
Stephanie Carvahlo	Other School Staff		05/29/2020
Karla Chavez	Parent or Community Member		05/29/2020
Nick Glende	Classroom Teacher		05/29/2020
Maria Romero	Parent or Community Member		05/29/2020
Stacy Wallace	Principal		05/29/2020
Gabriela Chavez	Other School Staff		05/29/2020
Karen Hemman	Classroom Teacher		05/29/2020

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	3	0



RECOMMENDATIONS AND ASSURANCES

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

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

English Learner Advisory Committee

approval via

Signature

State Compensatory Education Advisory Committee

zoom mtg

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:

05/29/2020

Attested:

Ms. Stacy Wallace, Principal

Typed name of School Principal

Stacy Wallace
Signature of School Principal

5/29/2020
Date

Nick Glende

Typed name of SSC Chairperson

Signature of SSC Chairperson

Date

SPSA 2020-21

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District

D. H. White Elementary

Local Board Approval Date: 06/09/2020

Schoolsite Council (SSC) Approval Date: 05/26/2020

CDS Code: 34674136033716

Principal: Mr. Nicholas Casey, Principal

Superintendent: Katherine Wright

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

Phone: (707) 374-5335

Email: ncasey@rdusd.org

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





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)

This schoolwide plan is designed to continuously improve student achievement, empower our students to become lifelong learners and adjust to education challenges when necessary.

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.

D.H. White utilizes federal, state and local assessment results to plan and guide instruction. Students use standards-based materials in all subject area and interventions are designed and implemented for those students not meeting standard(s).



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 development and annual review of our SPSA is developed through teacher input and feedback in staff meetings, as well as through the public meetings of the school site council. Staff and Council members provide input both written and orally.



RESOURCE INEQUITIES

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

Goals, Strategies, Expenditures, & Annual Review

» GOAL 1**Goal Area: LCAP Priority 1 - Basic Services****Goal Title: Improve and support student learning to close achievement gaps****State Priorities:**

- 1 - Basic Services

LCAP Goal:

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

Identified Need:**Goal Statement:**

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

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

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

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

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

Strategy:

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

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

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

STRATEGY/ACTIVITY 1

Strategy Title: Provide textbooks, materials and technology in support of student learning

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Teachers will use district-adopted standards-based instructional materials to foster and support student learning.
- Teachers in grades K-6 will use Common Core Standards in their daily lesson planning.
- Purchase subscriptions to Science and History magazines to supplement textbooks and enhance language and literacy development.
- Purchase ancillary materials for a learning to type program and writing in support of student success on CAASPP.
- Purchase materials and supplies in support of student learning.
- Teachers will use required technology and educational technology programs to support the curriculum.
- Purchase and use necessary materials and equipment to meet the needs of Physical Education requirements.
- Purchase and use additional Chromebooks to meet the needs of ELA and Math programs.
- A full-time Intervention/ELD teacher, bilingual assistant and intervention classroom aide is on staff to insure student success.
- Academic support and enrichment programs will be held throughout the school year designed to foster students individual needs.

Measures:

- Monitor student access to the district-adopted textbooks throughout the year.
- Maintain an inventory of all textbooks being housed and used on-site.
- Principal will complete formal and informal, on-site observations of basic services in classroom, including use of the Chromebooks during class.
- Monitor the usage report from all educational technology programs, including Star reading, accelerated reader, Lexia, math facts in a flash, etc.
- Monitor that each class is getting 200 minutes of PE every 10 days.
- Principal and RTI team will review student data at pre-determined points throughout the year. Teachers will provide classroom data.

People Assigned:

- Principal
- Teachers
- Instructional Assistants

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	postage	\$1,000.00
Lottery: Unrestricted	PE Equipment	\$1,000.00
Lottery: Unrestricted	Copy/Printer/Alarm	\$6,000.00
Lottery: Unrestricted	supplies	\$10,231.00
Lottery: Unrestricted	Afterschool Intervention	\$3,000.00
Lottery: Unrestricted	Substitutes for PD	\$1,500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	PD for working with students with disabilities	\$500.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	supplies	\$12,379.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Friedel Salary & Benefits	\$6,935.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Origel/Upham Salary and benefits	\$25,545.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Title 1 teacher salary and benefits	\$34,057.00
Discretionary	Origel/Upham Salary and benefits	\$18,950.00
Discretionary	Afterschool intervention	\$1,000.00
Discretionary	Copy/Printer/Alarm	\$10,000.00
Site Supplemental & Concentration LCFF	PD & Support for CCSS, ELD, NGSS, GLAD, AVID	\$5,000.00
Site Supplemental & Concentration LCFF	New Teacher Professional development	\$1,000.00
Site Supplemental & Concentration LCFF	PD for working with students with disabilities	\$1,000.00
Site Supplemental & Concentration LCFF	Supplies	\$1,800.00
Site Supplemental & Concentration LCFF	Origel/Upham Salary and benefits	\$6,650.00
Site Supplemental & Concentration LCFF	postage	\$1,000.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

All basic curricular needs, textbooks and materials were provided for teachers and 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.

n/a

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



GOAL 2

Goal Area: LCAP Priority 2 - Implementation of State Standards

Goal Title: DHW staff will implement CCSS with fidelity

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:

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

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

- SBAC, MAP, CST-Science results

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

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

Strategy:

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

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

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

STRATEGY/ACTIVITY 1

Strategy Title: [Curricular Needs](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Principal, teachers, and staff will work together to ensure that all the curricular and material needs of every student is met
- Principal will ensure procurement of curriculum, materials, supplies, and technology needed for instruction.
- Teacher representatives will participate in all district-provided technology trainings.
- Teachers will embed literacy in their Science and Social Science instruction to support Common Core standards on informational texts.
- The school and PTC will support grade-level field trips to enhance Science and Social Science Curriculum.
- To adhere to the Ed Code, student in grades 1-6 will receive 200-minutes of guided Physical Education instruction every 10 days; Teachers in grade 1-6 will plan and implement common Physical Education activities based on the California Physical Education Framework.
- Based on the RDUSD EL Master Plan, all English Language Learners will receive 30-minutes of core ELD instruction

every day.

- School ELD coordinator will provide guidance and training to all staff regarding new ELD standards and appropriate curriculum
- Bilingual Instructional Assistant will provide support and intervention to students in a small group setting who are still developing proficiency in English.
- All teachers will incorporate ELD standards in all subjects throughout the day and to enhance the learning experience.

Measures:

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

People Assigned:

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

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Tech Hardware	\$2,000.00
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	Tech Hardware	\$2,000.00
Discretionary	Tech Hardware	\$5,000.00
Site Supplemental & Concentration LCFF	Tech Hardware	\$1,000.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Students in Tier 3 RTI intervention showed growth in multiple areas. Core instructional time was protected in the master schedule.

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

State testing was canceled this year, due to COVID-19 school closure.

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 goal will continue next year, with more emphasis on intervention services due to the loss of learning from school closure.

» GOAL 3

Goal Area: LCAP Priority 3 - Parent Involvement

Goal Title: Provide opportunities for parents in support of student learning

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 meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.
- Further improve upon a parent-friendly campus where families feel safe, welcomed, and involved.
- Parents familiarity/lack of familiarity with student curricula
- Sign-in/out sheets
- Parental presence on campus, on Field Trips, at school events.

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

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

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

- Review school sign-in logs.
- Teacher feedback on volunteers.

Strategy:

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

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

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

STRATEGY/ACTIVITY 1

Strategy Title: PTC and School Interaction

Students to be Served by this Strategy/Activity:

Strategy/Activity:

- Task:**
- Utilize school Facebook page and website, instagram, teacher and principal newsletters, automated phone messaging system, and Remind to increase school-to-home communication, and school bulletin board.
 - Use Aeries email to feature to reach all parents.
 - Increase activities for parents and families to come to school (Donuts for Dad, Muffins for Mom, Breakfast with Santa, Spring Egg Drop, Family Fitness Night, End-of-Year Carnival)
 - Provide multiple opportunities for parent and school communication.
 - School wide communication folders will be used in all grades TK-6.
 - Coffee with the Principal will be designed to address parent needs.
 - Use of district TOSA to provide technology training for our parents.
 - AVID home to school connection.

Measures:

- Sign-in sheets
- Increase parent presence at PTC meeting and events
- AVID binder logs
- Parent engagement on social media platforms.

People Assigned:

- Principal
- Staff
- Parents
- PTC officers

STRATEGY/ACTIVITY 2

Strategy Title: Communication with Parents and Community

Students to be Served by this Strategy/Activity:

Strategy/Activity:

- Task:**
- Utilize homework folders, school website and Facebook page, newsletter, and automated Phone messaging system to increase school to home communication

- Schedule Student Support Team (SST) meetings and Response to Intervention (RTI) meetings to create individualized support for students and to monitor progress
- Progress reports will be mailed quarterly in support of struggling students
- Parents will be invited to participate in Student Success Team (SST) meetings
- Upcoming events will be posted on the outside marquee/bulletin board, school webpage/Facebook page, and Remind
- Principal will ensure that Site Council, PTC, and ELAC meetings are not scheduled at the same time.
- AVID binders will be used in all grades.
- We will host Back To School Night the first week of school in order to ensure quick communication with our families.
- We will host a registration day, before school begins, for parents to come in and fill out all necessary paperwork and pick up their student's teacher.
- Coffee with the Principal with focus on topics of interest to our school community.

Measures:

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

People Assigned:

- Principal
- Teachers
- Office Staff
- Parents
- Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
ESSA-Title I, Part A, Basic Grants Low Income and Neglected	District/Site Newsletters	\$1,000.00
Discretionary	Family Literacy and Math Nights	\$500.00
Discretionary	District/Site Newsletters	\$650.00
Site Supplemental & Concentration LCFF	District/Site Newsletters	\$2,177.00

STRATEGY/ACTIVITY 3

Strategy Title: Parent Math and ELA nights

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Develop a series of parent trainings in Math and ELA in support of student learning.
- AVID informational meeting for parents to learn about our AVID goals.

Measures:

- More parents being able to support their students while doing homework and providing a better understand of the CCSS

People Assigned:

- Teachers
- Parents
- Principal

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

School to home communication greatly increased this year, as evidence by school event/meeting sign-in sheets. We moved our ELAC meetings to morning drop-off time and provided breakfast which increased attendance. A parent art night was held as well, which was very successful.

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 scheduled literacy night was unable to happen due to school closure.

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.

As we move forward with next year and the social distancing requirements in place, we will have to get creative in how we continue to involve parents in our school community.

» GOAL 4

Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: Setting Individual Academic Goals for Students

State Priorities:

- 4 - Pupil Achievement

Identified Need:

Goal Statement:

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

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

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

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

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

Strategy:

- Teachers will set academic goals for each student at the start of the school year
- Teachers will review data with the principal and within their grade level teams
- Instruction will be modified as needed to meet student needs (modality, intervention, GATE)
- Teachers will collaborate and visit other classrooms.

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

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

STRATEGY/ACTIVITY 1

Strategy Title: **Planned Improvement in Student Performance**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Teachers will continue setting individual academic goals for each and every student, and provide additional, targeted, and differentiated intervention to struggling student.
- School will maintain records of student academic data in support of instruction and student learning.
- Students will set individual goals, which will be tracked in his/her AVID binder.

Measures:

- Comparing results with the 2018-19 school year: Number of students performing at grade level and obtaining 3s on their report cards will increase by 5%
- Number of students performing at level 4 on CASPP testing in ELA and Math will increase by 5%
- Number of students scoring Proficient and Advanced on 5th Grade CST-Science test will increase by 5%
- Number of students showing growth on their 5th Grade Fitnessgram test results will increase by 10%
- Number of students making their Accelerated Reader goals and raising their ZPD levels will increase
- Student MAP testing RIT score will increase, and 65% of students will have made their yearly target growth by Spring
- Decrease in number of students referred for Special Education testing.

People Assigned:

- Teachers
- Students
- Principal
- RTI 3 teacher
- GATE coordinator

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Using AVID strategies, students held quarterly goal-setting sessions to increase achievement.

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

n/a

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.

There will be an increase in frequency for goal setting.



GOAL 5

Goal Area: LCAP Priority 5 - Pupil Engagement

Goal Title: Foster school culture that ensures academic success

State Priorities:

- 5 - Pupil Engagement

Identified Need:

Goal Statement:

- By June 2019, DH White students will increase, by at least 5%, their score on all required testing, as measured by the CAASPP (SBAC, CST, CMA, CAPA), CELDT, District Benchmarks/MAP, Fluency Assessments, Theme Skills tests, Topic Tests, and Renaissance Learning Early STAR Literacy and Reading tests.
- Work towards eliminating disparity in student successes and closing achievement gap.
- Provide enrichment programs for students designated as Gifted and Talented, or performing well above grade-level, in conjunction with the district.
- Students will receive differentiated instruction in the classroom during ELA/Math instruction and during Universal Access (UA) time.
- Increase student attendance to 97%
- Reduce number of referrals to RTI 3 by effective interventions in the classroom
- Reduce number of referrals to Special Education by assuring student successes in RTI 3
- Reduce number of student referrals to office
- Reduce number of student suspensions

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

- Achievement scores among school subgroups

- Attendance rate for 2017-18 and 2018-19 school years
- Number students referred to RTI 3
- Number students referred to Special Education for testing
- Number of students referred to the office and suspended in 2015-16 school year

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

- Review student report cards
- Review RTI 3 referrals
- Review SST logs, RTI 3 results, before referring students for Special Ed testing
- Review attendance logs

Strategy:

- Students will receive differentiated instruction in the classroom during ELA/Math instruction and during Universal Access (UA) time
- Provide intervention (RTI3) using SRA Corrective Reading, SIPP, Read Naturally, Lexia Core 5 to increase mastery of the standards, increase fluency, and improve reading comprehension in grades K to 2
- Work collaboratively with parents to support learning at home
- Provide staff training during Faculty Meetings
- Provide for peer staff observation in other classrooms
- Each teacher will 'adopt' three families with the goal of fostering more parent support in their child's education
- Provide for a differentiated program to meet the needs of gifted and talented students

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

- Disproportionate student achievement among school subgroups
- More staff training and collaboration needed with regard to differentiated instruction
- More staff training needed in support of RTI 1 and 2 in the classroom

STRATEGY/ACTIVITY 1

Strategy Title: Differentiated Instruction

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Students will receive differentiated instruction in the classroom during ELA and Math instruction and during Universal Access time
- Students in grade K to 2 will receive differentiated instruction level 3 (1:1 or very small group) outside the classroom in ELA in support of learning foundational skills
- Students will have access to supplementary curricula to support student learning of Grade level Standards, i.e., Lexia Core 5, Language! SIPPs, BPST, Corrective Reading, Read Naturally, Step up to Writing.
- Provide appropriate staffing to support program
- In coordination with Rio Vista HS, student TAs will provide additional supports to students.
- Provide afterschool activities for students for enrichment and interventions.

Measures:

- Number of students who are performing at 2s and 3s on grade level Standards
- Decrease in number of students referred for Special Education testing
- Increase in student Accelerated Reader ZPD levels
- Increase in student MAP testing RIT score

People Assigned:

- Principal
- Teachers
- Instructional Assistants
- RSP/SDC teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Site based Attendance rewards	\$2,000.00
Discretionary	Continue PD for restorative practice/behavior management	\$2,700.00
Discretionary	PD for trauma informed schools	\$1,500.00
Site Supplemental & Concentration LCFF	Site based Attendance rewards	\$1,000.00

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Staff trainings were provided by "teacher experts" in staff meetings. Our AVID site team provided many trainings and strategies for teachers to implement in the classroom and team would follow up with walk-throughs. Suspensions and special education referrals continued to decline.

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

n/a

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.

Continue to focus on improving attendance rate at D.H. White. There has been an increase in the budget to attendance incentives.

» GOAL 6

Goal Area: LCAP Priority 6 - School Climate

Goal Title: Provide facilities that are safe and technology to support instruction

State Priorities:

- 6 - School Climate

Identified Need:

Goal Statement:

- Principal and Maintenance & Operations (M&O) staff will ensure that all Site facilities are in good working order to meet the needs of students, teachers, and staff
- Custodians will inform Principal and M&O of facilities and maintenance needs
- Maintain appropriate inventory of technology
- District's Uniform Complaint Procedures, including Williams requirements, posted in every room
- Evacuation maps posted in every room
- Monthly Fire drills will be adhered to
- Evacuation drills will be implemented as prescribed in Safety Plan

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

- Maintenance request logs
- Staff and parent surveys

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

- There is a need for ongoing upkeep of the premises to provide for a safe learning and working environment

STRATEGY/ACTIVITY 1

Strategy Title: Safe learning and working environment

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Provide additional sports/play opportunities for students during recess and lunch times
- Continue with and expand upon Bullying Prevention program
- Analyze the yard duties' supervision zone on the playground and adjust the supervision play accordingly
- Noon time supervisors, as well as teachers who serve as yard duty will be trained in yard duty supervision through our Peacemaker's program.

Measures:

- Increase in student learning as measured on standardized tests
- Decrease disciplinary referrals
- Compare the decrease in disciplinary referrals with the student participation data of the Bullying Prevention programs

People Assigned:

- Principal
- Custodians
- Teachers/Staff
- M&O staff

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Facilities continue to be safe and technology supports instruction.

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

We handed out all of our chromebooks to students for distance learning.

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.

Additional funds have been placed in replacement technology in anticipation of many of our chromebooks not coming back in working order.

 **GOAL 7**

Goal Area: LCAP Priority 8 - Other Pupil Outcomes

Goal Title: Ensure academic, social and emotional well-being for all students

State Priorities:

- 8 - Other Pupil Outcomes

Identified Need:

Goal Statement:

- Ensure that students attend school on a daily basis, arrive on time, and that the school's overall average daily attendance rate is above 97%
- Reduce with the goal of eliminating student suspensions
- Reduce referrals to Special Education by fostering a more effective RTI process
- Improving student, staff and family relationships and perception of safety on campus

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

- Trends in student attendance, absenteeism, tardy, and truant tardy.
- Communications with parents
- Students referred to Special Education testing

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

- Review student attendance records
- Review student referral notices

Strategy:

- Maintain communication with families of students who are habitually absent or tardy to school so as to provide solutions and to ensure sustained attendance in school.

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

- Students who are habitually absent, or tardy, to school tend not to perform as well as those who are not.
- Student learning improves when they feel supported by staff and at home.

STRATEGY/ACTIVITY 1

Strategy Title: **Counseling Services/Positive Action**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

- Continue teaching Positive Action and Bullying Prevention Program "2nd Step" in the classroom.
- Hold monthly Positive Action assemblies where students will be recognized for positive behaviors and character.
- Have classrooms demonstrate a character skill in each assembly to promote whole-school awareness.
- Facilitate collaboration through parent and staff meetings to improve upon behavioral successes in our students.
- Continue to offer the Peacemakers program during recess with afterschool training.
- School Wide incentive program (Scholar Dollars) are used to support positive reinforcement. Students are allowed to "spend" their scholar dollars in "Humphrey's Harbor" student store twice a month.
- Principal's 200 club will recognize students who are demonstrating strong character skills.

Measures:

- Students recognition at assemblies
- Reduction of inappropriate behaviors on campus and at recess
- Principal observation of bullying Prevention/Positive Action being taught in the classroom
- Feedback from peacemakers liason

People Assigned:

- Principal
- Teachers/staff
- Peacekeeper Advisor(s)

ANNUAL REVIEW

SPSA Year Reviewed: 2019-20

ANALYSIS

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

Principals 200 Club was a big success in promoting student behavior and emotional well-being. Parents responded positively to receiving calls home from Principal in praise of their student.

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

n/a

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 goal will continue next year.

» BUDGET SUMMARY

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application	\$82,416.00
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	\$170,074.00

» 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	\$82,416.00	\$82,416.00

Allocated subtotal of consolidated federal funds for this school: **\$82,416.00**

Expenditure subtotal of consolidated federal funds for this school: **\$82,416.00**

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

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$26,731.00	\$26,731.00
0000 - Discretionary	\$40,300.00	\$40,300.00
0740 - Site Supplemental & Concentration LCFF	\$20,627.00	\$20,627.00

Allocated subtotal of state or local funds included for this school: **\$87,658.00**

Expenditure subtotal of state or local funds included for this school: **\$87,658.00**

Allocated total of federal, state, and/or local funds for this school: **\$170,074.00**

Expenditure total of federal, state, and/or local funds for this school: **\$170,074.00**

**SCHOOL SITE COUNCIL MEMBERSHIP**

Education Code Section 64001(g) requires that the SPSA be reviewed and updated at least annually, including proposed expenditures of funds allocated to the School through the Consolidated Application, by the school site council. The current make-up of the school site council is as follows:

Name	Represents	Contact Info	Reviewed Plan Date
Kelli Mahoney	Parent or Community Member	707-374-5335	05/26/2020
Codi Agan	Other School Staff	707-374-5335	05/26/2020
Nick Casey	Principal	707-374-5335	05/26/2020
Andria Mendoza	Parent or Community Member	707-374-5335	05/26/2020
Jennifer Lindsay	Classroom Teacher	707-374-5335	05/26/2020
Katie Kory	Classroom Teacher	707-374-5335	05/26/2020
Emily Gollinger	Parent or Community Member	707-374-5335	05/26/2020
Jennifer Martin	Classroom Teacher	707-374-5335	05/26/2020

TOTAL NUMBER OF SCHOOL SITE COUNCIL MEMBERS

	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Number of members of each category	1	3	1	3	0

» RECOMMENDATIONS AND ASSURANCES

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

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:
4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed here in form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on:

05/26/2020

Attested:

Mr. Nicholas Casey, Principal
 Typed name of School Principal


 Signature of School Principal

5/26/2020
 Date

Andria Mendoza
 Typed name of SSC Chairperson


 Signature of SSC Chairperson

5/26/2020
 Date

SPSA 2020-21

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District



Riverview Middle

Local Board Approval Date: 06/09/2020

Schoolsite Council (SSC) Approval Date: 05/13/2020

CDS Code: 34674136033690

Principal: Marcy Rossi, Principal

Superintendent: Katherine Wright

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

Phone: (707) 374-2345

Email: mrossi@rdusd.org

Web Site: <http://rms-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 Assisten Target Support and Improvement (ATSI), based on an analysis of data including state testing scores, benchmark tests, classroom grades, teacher observation, surveys, and staff, parent and student feedback. Subgroups at Riverview that qualify for ATSI are: English Learners, Hispanic and White students in Chronic Absenteeism; English Learners in Suspension Rate; English Learners, Hispanic and White students in ELA achievement; and English Learners, Hispanic and White students in Math achievement.

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 through on-going review of the SPSA and related student performance data by the SSC and Riverview staff. Assisted Targeted Support and Improvement strategies to meet the 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.

Throughout the 2019-20 school year, the SPSA was reviewed by the Riverview School Site Council (SSC) meetings on 8/23, 9, 27, 10/25, 1/31, 2/28, 4/24, and 5/22. Because of school closures due to COVID-19, the SSC meeting on 3/27 and 4/24 were cancelled. The SPSA for the 2020-21 school year was approved at our meeting on 5/213

Input on the SPSA was collected from staff, our Parent Teacher Club, and ELAC meetings throughout the year. Additional information is gleaned from data including SBAC and MAP scores, other assessment data, and behavior records to inform all stakeholders 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 staff 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.

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: 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
Lottery: Unrestricted	Clerical Substitutes	\$350.00

» 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, 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: CCSS and NGSS Standard Implementation

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:

All teachers will continue to be trained on the Common Core State Standards, Next Generation Science Standards and English Language Development Standards, aligning our curriculum with the standards, and engaging students to meet those standards. Teachers will learn continue learning strategies for teaching and engaging students in high quality, rigorous lessons from outside sources and within district.

Measures:

Teachers will collaborate at bi-monthly staff meetings to improve their craft. They will also be given release time to observe a colleague off campus that specializes in their subject matter. Finally, two teachers will attend the Google EdTech Summit to ensure Riverview lesson design and delivery is innovative and engaging.

People Assigned:

All teachers and Principal

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Subs from Academic Walkthroughs	\$1,300.00
Discretionary	Mileage reimbursement for 2 teachers attending Google EdTech Summit	\$200.00
Discretionary	Enrollment fee for 2 teachers to attend the Google EdTech Summit	\$600.00

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 supplemental teaching materials, paper and other classroom supplies, science lab equipment and supplies, and ink and toner for printers and copiers.

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

People Assigned:
Teachers, Principal, Office Assistant

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Classroom Supplies	\$2,579.00
Discretionary	Classroom Supplies	\$835.00
Site Supplemental and Concentration	Classroom Supplies	\$3,059.00

STRATEGY/ACTIVITY 3

Strategy Title: Science Materials and Equipment

Students to be Served by this Strategy/Activity:

All Science Students

Strategy/Activity:

Task:

Purchase materials and equipment as needed to supplement our science curriculum and encourage student engagement.

Measures:

Students will be engaged in science and learning. Behavior incidences will decrease and student achievement will increase as evident by student achievement in class and on the California Science Test (CAST).

People Assigned:

Principal and both science teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Science Materials	\$240.00
Site Supplemental and Concentration	Science Materials	\$160.00

» 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.

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

» 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.

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	\$300.00
Site Supplemental and Concentration	Teacher extra assignment/AVID preparation	\$200.00

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	\$1,200.00

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

» 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.

STRATEGY/ACTIVITY 1

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	\$500.00
Site Supplemental and Concentration	Substitutes for SCOE AVID trainings (6 days)	\$1,020.00

STRATEGY/ACTIVITY 2

Strategy Title: [Subscription to Reading Plus](#)

Students to be Served by this Strategy/Activity:

8th grade literacy support students

Strategy/Activity:

Task:
Enroll our 15 eighth grade students in the Literacy class in Reading Plus, an adaptive online reading intervention program.

Measures:
Students enrolled in the Literacy class will show an increase on their MAP and SBAC scores.

People Assigned:
Principal, Literacy Teacher

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Reading Plus Subscription	\$975.00

STRATEGY/ACTIVITY 3

Strategy Title: [Subscription to NoRedInk.com](#)

Students to be Served by this Strategy/Activity:

All Riverview Students

Strategy/Activity:

Task:

Enroll students and teachers in NoRedInk.com, a program designed to improve students' writing, grammar and vocabulary skills. Students will take a diagnostic planning assessment early in the year to develop individual goals. Students will work on those goals in both whole group and individualized lessons.

Measures:

Teachers will use state testing (SBAC), benchmark testing (MAP Growth), work samples and teachers observations to monitor student progress and growth.

People Assigned:

Principal, teachers (especially ELA teachers)

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Subscription to NoRedInk.com	\$1,800.00
Site Supplemental and Concentration	Subscription to NoRedInk.com	\$1,200.00

STRATEGY/ACTIVITY 4

Strategy Title: [Intervention and Enrichment Classes](#)

Students to be Served by this Strategy/Activity:

All students at Riverview

Strategy/Activity:

Task:

Riverview will offer Math and ELA Intervention classes and History and Science/Coding Enrichment classes to students. Students who scored low on benchmark tests (MAP Growth), state tests (SBAC), work samples and teacher observations will be placed in interventions class so they can receive extra support in the core classes (math and ELA). Students who are successful at the core classes will be given the opportunity to enrich their learning through history or science enrichment. Both enrichment classes will have a focus on literacy and writing to promote achievement in those areas.

Measures:

Increase student achievement on benchmark tests (MAP Growth) and state testing (SBAC).

Tasks:

Principal, 7th grade Math, 7th and 8th grade ELA, 7th grade history and 7th grade science teacher

» 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
Lottery: Unrestricted	Librarian Salary	\$2,025.00
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

» 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.

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
Lottery: Unrestricted	Perfect Attendance Celebration	\$419.00
Discretionary	Honor Roll Celebration	\$300.00
Site Supplemental and Concentration	Perfect Attendance Celebration	\$181.00

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	\$480.00

» 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.

STRATEGY/ACTIVITY 1

Strategy Title: CADA Conference

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Activity Director (Leadership Teacher) will attend the CADA (California Association of Directors of Activities) conference to learn new, exciting ways to continue to improve the school climate and culture. The AD will train teachers in activities they will lead in their house meetings to improve relationships and connections. The AD will also learn ways to engage students in school activities such as dances, spirit weeks, and activity/game nights.

Measures:

The AD will train teachers/staff on relationship building activities once per month so they may lead the activity in their monthly houses meeting.

People Assigned:

The AD, principal, and all teachers.

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	CADA Conference	\$900.00
Discretionary	Substitutes for 3 day CADA conference	\$306.00
Site Supplemental and Concentration	CADA Conference	\$600.00
Site Supplemental and Concentration	Substitutes for 3 day CADA conference	\$204.00

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: **Supplies and Incentives for Positive Behavior and School Culture**

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Incentives and rewards for positive behavior, including 'paws-ative' office rewards, behavior plan incentives, Panther of the Month luncheons, and PBIS store supplies. Supplies for house meetings and house rallies to increase connection and relationships among students and between students and staff.

Measures:
Positive feedback from staff regarding house meetings and rallies. Increased student engagement and positive behavior overall.

People Assigned:
Principal, all staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	House celebration and PBIS supplies	\$900.00
Site Supplemental and Concentration	House celebration and PBIS supplies	\$600.00

STRATEGY/ACTIVITY 4

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
Discretionary	Substitutes to cover for teachers on game days	\$1,000.00

» 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.

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	\$450.00
Lottery: Unrestricted	Leadership Supplies	\$240.00
Site Supplemental and Concentration	Leadership Supplies	\$160.00
Site Supplemental and Concentration	Art Supplies	\$300.00
Site Supplemental and Concentration	AVID Supplies	\$200.00

» 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	\$42,287.00

» 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	\$13,203.00	\$13,203.00
0000 - Discretionary	\$20,100.00	\$20,100.00
0740 - Site Supplemental and Concentration	\$8,984.00	\$8,984.00

Allocated subtotal of state or local funds included for this school: **\$42,287.00**

Expenditure subtotal of state or local funds included for this school: **\$42,287.00**

Allocated total of federal, state, and/or local funds for this school: **\$42,287.00**

Expenditure total of federal, state, and/or local funds for this school: **\$42,287.00**

» 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:

05/13/2020

Attested:

Marcy Rossi, Principal
 Typed name of School Principal

M Rossi
 Signature of School Principal

5/21/2020
 Date

Elvia Coronado
 Typed name of SSC Chairperson

EC
 Signature of SSC Chairperson

5/21/20
 Date

SPSA 2020-21

SCHOOL PLAN FOR STUDENT ACHIEVEMENT

River Delta Joint Unified District

Rio Vista High

Local Board Approval Date: 06/23/2020

Schoolsite Council (SSC) Approval Date: 05/20/2020

CDS Code: 34674134835302

Principal: Mrs. Victoria Turk, Principal

Superintendent: Katherine Wright

Address: 410 South Fourth St.
Rio Vista, CA 94571-1939

Phone: (707) 374-6336

Email: vturk@rdusd.org

Web Site: <http://rvhs-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)

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.



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.



RESOURCE INEQUITIES

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

Goals, Strategies, Expenditures, & Annual Review

» GOAL 1**Goal Area: LCAP Priority 1 - Basic Services****Goal Title: Support Learning for the 21st Century****State Priorities:**

- 5 - Pupil Engagement
- 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:**

RVHS will provide facilities that are safe and well-maintained with classrooms ready to support learning for the 21st Century. Critical Learner Need #1 - Student engagement and emotional safety.

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

Technology survey, logs, work orders, walk throughs, emergency plans and drills.

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

Ongoing evaluation of computer labs and network availability, classroom observations, purchase orders, and work orders.

Strategy:

Technology is an integral part of the educational setting. Resources must be allocated to provide for technology resources.

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

The campus is clean and facilities are continually evaluated and upgraded.

RVHS continues to update emergency plans and drills. In addition, RVHS has purchased, implemented and trained staff in the Catapult Emergency Management System that operates in real time.

Technology at RVHS is beginning to meet the needs of a 21st Century classroom. There is a need to continually access and upgrade hardware, software, and student and teacher expectations.

STRATEGY/ACTIVITY 1

Strategy Title: Provide, Maintain and Support Chrome Labs

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Maintain 8 portable chromebook labs and 2 mini portable chromebook lab for teachers to utilize in implementing California Common Core State Standards. Add additional chromebook lab to campus working towards 1 to 1 student access to technology.

Measures:

Classroom observation, inventory, check out process.

People Assigned:

Administration

Teacher

Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary		\$13,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Purchase Catapult Emergency Response System

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Continue to monitor and drill staff on Catapult Emergency Plan System. Provide training to new staff and students. Schedule emergency drills that operate in real time.

Measures:

Logs

People Assigned:

Administration

Lead Custodian

STRATEGY/ACTIVITY 3

Strategy Title: Explore Different and Creative Means to Maintain a Safe, Secure, and Clean Environment

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task: Collaborate with Student Leadership, NAMI Club (National Association of Mental Illness) and School Resource Officer to explore options for campus safety and cleanliness.

Measures:

Meeting agendas

classroom lesson plans

People Assigned:

Nami Club

Leadershiip class

Advisor

Teachers

» GOAL 2

Goal Area: LCAP Priority 2 - Implementation of State Standards

Goal Title: Common Core Standards

State Priorities:

- 2 - Implementation of State Standards

LCAP Goal:

- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready
- Provide an instructional program that supports full implementation of the CCSS, NGSS and ELD Standards in grades K-12.

Identified Need:

Goal Statement:

RVHS will insure students have access to rigorous textbooks and materials aligned to the Common Core Standards, provide professional development for teachers on the instructional shifts necessary to effectively implement Common Core Standards, and develop tools to evaluate the effectiveness of classroom instruction.

Critical Learner Need #4: Continue to address the percentage of students not proficient in English, Math, Social Science, and Science while developing a school-wide vision of rigor.

Area of Improvement #2 Focus on student achievement and proficiency in ELA and Math

Strategy:

Professional development in Common Core.

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

Since 2010, 45 states have adopted the Common Core Standards for English Language Arts/Literacy and Math. The change in curricular pacing and pedagogy will prepare our students for college and career, in the hope of meeting the demands of a more global marketplace.

Student Population

Explore information about this schools's student population.

[LEARN MORE](#)
Enrollment
385
[View More Information](#)

[LEARN MORE](#)
English Learner
11.9%

[LEARN MORE](#)
Socioeconomically Disadvantaged
52.2%



STRATEGY/ACTIVITY 1

Strategy Title: Implement Common Core and CTE State Standards

Students to be Served by this Strategy/Activity:

CTE Students

Strategy/Activity:

Task:
RVHS will continue the implementation of Academic Conversations. Trainings of staff will continue and all teachers will have the opportunity to visit other classrooms. Level of Academic Conversations in each classroom will be evaluated.

Measures:
Staff meetings, department meetings, observations, benchmark assessments and professional development agendas.

People Assigned:

All Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Materials and Supplies	\$1,000.00
Discretionary	Substitutes to provide release time	\$1,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Provide Classroom Teachers with a Supply Budget

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
All classroom teachers will be given a supply budget to purchase materials for student engagement.

Measures:
Student engagement
Purchase Orders

People Assigned:

Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary		\$5,800.00

STRATEGY/ACTIVITY 3

Strategy Title: Provide Teachers with Opportunities to Attend Professional Development Conferences

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
Budget for AP Summer Institute, AVID Summer Institute, Mental Wellness Conference, School Leadership, and School Culture Conference.

Measures:
Registration forms
Conference agendas
Reporting

People Assigned:
Principal
Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary		\$4,400.00

STRATEGY/ACTIVITY 4

Strategy Title: Explore Options for Health Education

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
Students at RVHS need to be educated on Gender Identification, Mental Health, Family Life, Drug/Alcohol/Vaping, etc.

Measures:
Explore options

People Assigned:
Administration
RVHS Leadership Team
SSC
Central Office

 **GOAL 3**

Goal Area: LCAP Priority 3 - Parent Involvement

Goal Title: Increase Opportunities for Parents to Support Students

State Priorities:

- 3 - Parent Involvement

LCAP Goal:

- Provide meaningful and varied opportunities for parents to be involved with supporting their child's academic achievement.
- Foster a school and district culture that ensures academic/social and emotional well-being for all students

Identified Need:

Goal Statement:

RVHS will implement multiple forums for involving parents in student and school activities.

Area of Improvement #1 Expand mental health and partnerships to support students in crisis

Area of Improvement #6 Increase stakeholder engagement

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

LCAP Meetings, surveys, parental input.

Strategy:

Continue to provide and implement new communication tools with parents.

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

Parents continue to express a need for continued and additional communication tools..

STRATEGY/ACTIVITY 1

Strategy Title: Create Multiple Parent Forums

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Establish a School Site Council, an English Language Advisory Committee, Grade Level Parent Meetings, FAFSA Nights, 12th Grade Parent Nights, Grade level parental meetings, Cash for College, College Readiness, Athletic Coaches/Parents/Athletes Night, a Booster Club, and Arena Conferencing. In addition, schedule a monthly "Coffee or Dessert with RVHS Staff" to involve parents and students on an informal meeting status.

Measures:

Agendas and minutes from various committees.

People Assigned:

Administration
Counselor
Teachers
Athletic Director
Athletic Coaches

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Postage and Materials	\$1,500.00

STRATEGY/ACTIVITY 2

Strategy Title: Utilize Technology To Increase Parental Communication

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
RVHS will continue to implement a web based program for grades and reporting to keep parents informed weekly regarding student progress. Regular use of School Messenger to announce school events. Regular updating of RVHS web page. Continue to develop and increase parent e-mail data base. Continue to send weekly bulletins, monthly newsletters, Remind and other information to parents via the data base. Continue teacher/parent call logs. Explore the possibility of an RVHS Instagram Page.

Measures:
Surveys, logs, e-mails, access numbers from AERIES, and Arena Conferencing.

People Assigned:

Administration
Counselor
Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration		\$3,000.00

STRATEGY/ACTIVITY 3

Strategy Title: Refine a Pre-registration Process at RVHS

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
Continue a Pre-School registration process that will take place in August prior to school opening. Students will receive class schedules, obtain necessary school information, and purchase supplies. Student registration for 2019-20 school year will be complete by March 2019. Counselor and administration will meet with students to confirm class schedules and make necessary changes in the Spring.

Measures:
Pre-School registration form and agenda.

People Assigned:

Administration
Counselor
Teachers
Office staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Supplies	\$1,000.00
Site Supplemental and Concentration	Supplies	\$2,000.00

» GOAL 4

Goal Area: LCAP Priority 4 - Pupil Achievement

Goal Title: Improve Student Achievement and Behavior While Eliminating disproportionality Among Subgroups

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
- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Identified Need:

Goal Statement:

By June 2020 65% of RVHS students will achieve a 3.0 or better GPA and less than 10% of RVHS students will be on the ineligibility list. Additionally, RVHS detention, suspensions, and Advanced Placement Enrollment will reflect the school's population. All RVHS students will be encouraged to enroll and complete A-G Requirements.
 Area of Improvement #2 Focus on improving achievement and proficiency in ELA and Math
 Area of Improvement #4 Develop a data analysis system to drive instruction and monitor growth

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

Transcripts, report cards, detention and suspension records, AP course enrollments.

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

Early Release Wednesday Collaboratives, Department Meetings, curricular assessments, Block grades.

Strategy:

Block Schedule, Intervention (summer, after school), Goal setting, counseling.

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

59% of students in Block A Term 1 were on the Honor Roll, Block A Term 2 63 % and Block B Term 1 62%.

2018-19 school year suspension rates as of 4/1/19: 43 % White, 43%% Hispanic, 6%% African American, 8% other, 19% Special Education, and 50% Socio-economically Disadvantaged.

As of 4/1/18,. the detention list consist of 53% White, 38% Hispanic, 4% African American 5% Other.

Class of 2019: 53% are projected to be A-G UC/CSU eligible.

2018-19 Advanced Placement class enrollments reflect 52% White, 37% Hispanic, 5% Asian and 7% Other.

STRATEGY/ACTIVITY 1

Strategy Title: **Develop a data analysis system**

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
Rio Vista High School needs to develop a collaborative structure, a comprehensive, detailed, and realistic strategic plan, and allocate sufficient resources to facilitate the use of data to drive instruction and monitor growth and to effectively communicate data and analysis of data to all stakeholders. In addition, Rio Vista High School needs to initiate a systemic and sustainable means to identify at-risk students and provide targeted interventions, and monitor their progress.

Measures:
Master schedule, class registration, student, visitations, parent,s, teachers input.

People Assigned:

Administration
Counselor
Staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Materials and supplies	\$3,000.00
Discretionary	Professional Development	\$1,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Provide an Algebra Support Class and a Math Lab Course

Students to be Served by this Strategy/Activity:

Algebra Students

Strategy/Activity:

Task:
RVHS will provide an Algebra Support class, in addition to Algebra 1 classes. Struggling Algebra 9th grade students will enroll in the Algebra Support Class one block and the Algebra 1 class the following block. The block schedule enables students to access higher level courses once mastery is met. In addition, RVHS needs to identify 10th and 11th grade students who are not meeting the math standard and explore enrolling them in a math mastery program

Measures:

Pass rate Algebra Support and Algebra 1 Class.

People Assigned:

Administration

Special Education Department

Math Department

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Conferences and supplies	\$1,000.00

STRATEGY/ACTIVITY 3

Strategy Title: Provide Year Block of English Language Development

Students to be Served by this Strategy/Activity:

ELL Students

Strategy/Activity:

Task:
Students scoring 1, 2, 3 on ELPAC test will receive a year long block of English Language Development to increase their ELA skills.

Measures:

Reclassification status of students.

ELA passing rates of ELL Students.

People Assigned:

Administration

Counselor

ELA/ELD Department

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Materials and supplies	\$5,000.00

STRATEGY/ACTIVITY 4

Strategy Title: Increase Percentage of Graduating Seniors Who Complete A-G Requirements.

Students to be Served by this Strategy/Activity:

Graduating Seniors

Strategy/Activity:

Task:
48-50% of the Class of 2019 will have fulfilled the A-G requirements for admission into a UC or CSU by June of 2020. Staff continues to strive for 100% student A-G requirements completed in the 2019-20 school year. Additionally staff will encourage a higher participation rate of the SAT/ and or ACT exam.

Measures:

Transcripts.

Class of 2013 28% completed all A-G courses for CSU/UC.

Class of 2014 32% completed all A-G courses for CSU/UC.

Class of 2015 47% completed all A-G courses for CSU/UC.

Class of 2016 50% completed all A-G courses for CSU/UC.

Class of 2017 39% completed all A-G courses for CSU/UC.

Class of 2018 41% completed all A-G courses for CSU/UC

Currently Class of 2019 % A-G courses for CSU/UC is projected at 53%

People Assigned:

Administration

Staff

STRATEGY/ACTIVITY 5

Strategy Title: Decrease the Detention/Suspension Rates in Subgroups

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Increase participation of students in Acts of Random Kindness Club, Cultural Club, Interact Club, Associated Student Body. Identify and provide counseling for repeat offenders. Provide After School Tutoring and Credit Recovery Program. Identify and provide breakfast and lunch for Socially Economically Disadvantaged Subgroup.

Measures:

Club enrollments, detention and Suspension Records, percentage of students on Free and Reduced Program, and Ineligibility List

People Assigned:

Administrator
Counselor
Rio Vista CARE
Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Teacher incentives	\$2,000.00

STRATEGY/ACTIVITY 6

Strategy Title: AP Class Enrollment Reflects School Population

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Begin early identification of students, six year plans, student/parent meetings, recruitment for Academic Decathlon Team, and Honor Roll rewards.

Measures:

Advanced Placement Enrollment by subgroups, Academic Decathlon team members by subgroups, and Honor Roll by subgroups.

People Assigned:

Administration
Counselor
Staff

» GOAL 5

Goal Area: LCAP Priority 5 - Pupil Engagement

Goal Title: Offer Enhanced Educational Opportunities

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:

RVHS will provide an educational environment that promotes both rigorous academics and exploration of elective areas while engaging students and promoting student to student interaction.

Area of Improvement #1 Expand mental health resources and partnerships to support students

Area of improvement #5 Initiate a system to identify at risk students and provide target instruction

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

Course registration, 8th grade parent night, student six year plans, principal observations, walk throughs, and WASC report.

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

Early Release Wednesday Collaboratives, Quarter Grades, CELDT test results, ELPAC test results, Ineligibility list, EAP scores, SAT registration.

Strategy:

Provide a variety of instructional strategies and activities that foster student engagement.

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

There is an ongoing need for professional development in the area of student engagement and Common Core Standards.

STRATEGY/ACTIVITY 1

Strategy Title: Support AVID Site Team

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
Support students in achieving skills necessary to be successful in a college atmosphere. Utilize AVID strategies which include: school wide notebook, Cornell Note Taking, and Critical Reading. Send a team of teachers to AVID summer training and additionally provide training for student tutors during the school year.

Measures:
AVID student grades, college acceptance rate, and classroom observations.

People Assigned:
AVID site team

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	College Field Trips	\$1,000.00
Discretionary	Materials and supplies	\$1,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Provide CTE Pathways for Students

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
RVHS offers Career Pathways in Engineering, Culinary Arts, Construction, Graphic Design, and Agricultural Mechanics. RVHS developed a new pathway in Education in 2019-20 and have scheduled three sections for the 20-21 school year.

Measures:
Classroom syllabi, class enrollments and CTE Pathway completers.

People Assigned:
CTE Teachers
Counselor
Administration

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Materials, supplies, conferences	\$400.00

STRATEGY/ACTIVITY 3

Strategy Title: Support Student Math and Writing Center

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
RVHS continues the implementation of a student-centered Math and Writing Center. Tutors are trained to assist students in successful writing and math strategies and completion.

Measures:
Math and ELA grades, EAP scores, SBAC test results.

People Assigned:
Administration
Counselor
ELA Department

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Substitutes, Supplies and Materials	\$1,500.00

STRATEGY/ACTIVITY 4

Strategy Title: Support Extracurricular Activities

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
Support Extracurricular Athletics, VAPA, Radio Rio, FFA, and Academic Decathlon

Measures:
Student Enrollment.

People Assigned:
Athletic Director
Teachers
Administration

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Lottery: Unrestricted	Stipends, transportation, officials, dues, competitions, and events	\$80,000.00

STRATEGY/ACTIVITY 5

Strategy Title: Provide Student Access to PSAT and SAT Test on Campus

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
PSAT test will be purchased and scheduled on campus for all 10th & 11th Grade Students. An SAT test will be scheduled for 12th grade Students on campus in the Fall of 2019-20 by sign-ups and an additional SAT will be scheduled in the Spring of 2019-20 for 11th Grade Students on campus by sign-ups, also. Additionally a PSAT will be scheduled for 9th Grade Students on campus in the Spring of 2019-20,

Measures:
Registration
Calendar
PSAT and SAT results

People Assigned:
Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary		\$500.00

STRATEGY/ACTIVITY 6

Strategy Title: More Radio Rio Access

Students to be Served by this Strategy/Activity:

A;;

Strategy/Activity:

Task:
Provide student access to Radio Rio before and after school and at lunch. Radio students would have opportunity to host radio shows, interviews, and additional communication.

Measures:
Radio Class Logs
PA and Speaker functionality

People Assigned:
Principal
Maintenance Staff

» GOAL 6

Goal Area: LCAP Priority 6 - School Climate

Goal Title: Provide a Safe and Secure Environment

State Priorities:

- 6 - School Climate

LCAP Goal:

- Foster a school and district culture that ensures academic/social and emotional well-being for all students
- Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready

Identified Need:

Goal Statement:

RVHS will be a safe and secure environment for students and staff. The campus will be monitored for cleanliness and safety by staff and administration to ensure all students have access to learning. A system of positive rewards and acknowledgements will be implemented to support and encourage good decision making strategies.

Area of Improvement #6 Increase stakeholder involvement

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

Reward logs, detention logs, suspension logs, campus checks, and teacher input.

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

Honor Roll, Rammie of the Month, Intervention logs, detention and suspension logs.

Strategy:

Students respond to positive incentives for behavior, attendance, and academics.

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

A reduction in detention and suspension rates reflects the positive results of student recognition.

STRATEGY/ACTIVITY 1

Strategy Title: [Support Student Showcases](#)

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Schedule four student showcases to acknowledge student achievements and provide positive reinforcement for diligence to academics. Schedule 4 "Rammie of the Month" to acknowledge improvement and effort.

Measures:

School Activity Calendar.

People Assigned:

Administration

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Student Showcase	\$2,000.00

STRATEGY/ACTIVITY 2

Strategy Title: Provide Effective Communication Systems

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Utilize School Messenger to inform parents of upcoming events. Administration will update School Loop weekly to keep students and parents advised of schedules and activities. Keep Electronic Marquee updated to inform students and parents of upcoming events. Produce a monthly newsletter for parents. Continue to add parents to e-mail distribution list. Integrate Remind 101 to keep students informed of classroom responsibility. Encourage teachers to send home 5 communication messages weekly to keep parents informed. Keep current equipment and intercom in operable and good working order. Use Cell Phone system as main communication in all fire and disaster drills or real events. Ensure all staff, students, and parents have access to safety plan, emergency plan, drill procedures.

Measures:

Purchase orders, logs of fire drills, safe school plan and emergency plans, work orders. Teacher and classified staff debriefings and reports. Inventory of all emergency equipment.

People Assigned:

Staff
Lead Custodian
Administration

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Supplies, Materials, Conferences and Substitutes	\$0.00

STRATEGY/ACTIVITY 3

Strategy Title: Improve and Maintain Facilities and Campus Beautification

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Continue to improve and maintain the conditions of the facilities by developing a master calendar of routine maintenance needs, ie: painting, irrigating, pressure washing, mowing, and spraying. Institute procedures to ensure students keep campus clean and neat. Continue Campus Beautification Program.

Measures:

Improved appearance of school, log of work orders, fewer repeated work orders, custodian and support staff schedules, AED log.

People Assigned:

Administration
Maintenance staff.

STRATEGY/ACTIVITY 4

Strategy Title: Improve Student Attendance and Decrease Student Tardies

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:

Provide positive rewards to students with attendance between 97% and 100% quarterly.
Continue to explore means of lowering tardies in 1st period classes.

Measures:

Attendance and tardy records.

People Assigned:

Registrar.
Administration

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Rewards and substitutes	\$1,000.00

STRATEGY/ACTIVITY 5

Strategy Title: Support Academic All League Players in Grades 9 -12

Students to be Served by this Strategy/Activity:

Athletes

Strategy/Activity:

Task:

All students in grades 9 -12 with a 3.5 GPA or better will be acknowledged as an Academic All League Player at the end of each sport season.

Measures:

Athletic rosters and honor roll.

People Assigned:

Administration
Coaches
Booster Club

STRATEGY/ACTIVITY 6

Strategy Title: Implement and Expand the Wellness Center on Campus

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
School will continue development and expansion of a Wellness Center. This Center will provide a safe area for students during times of stress.

Measures:
Monitoring of center, student and parent input.

People Assigned:
All staff

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Donations		\$0.00

STRATEGY/ACTIVITY 7

Strategy Title: Provide Programs To Address Social and Safety Issues on Campus

Students to be Served by this Strategy/Activity:

All

Strategy/Activity:

Task:
Provide instructional time and programs that address both on campus and social bullying for students, teachers, and parents.
Provide instructional time and programs that address tobacco, alcohol, and drug use in young adults for students teachers, and parents
Provide Family Life Program for all 9th grade students.
Investigate alternative discipline strategies in resolving issues.

Measures:
Panorama and WASC survey, suspension, and counseling referrals.

People Assigned:
Administration
Counselor
Nurse

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Programs, speakers, and conferences	\$2,000.00

STRATEGY/ACTIVITY 8

Strategy Title: Provide Additional Security on Campus

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Explore partnerships with public agencies, city organizations and service groups to assist in campus security presence and purchase of security cameras.

Measures:
Meeting agendas
Purchase Orders

People Assigned:
Administration
RVHS Leadership
SSC

 **GOAL 7**

Goal Area: LCAP Priority 7 - Course Access

Goal Title: Provide Necessary Skills to Pursue Career/Technical and/or Post Secondary Education

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:

RVHS will improve student access to explore post-secondary plans and help students explore choices and build skills for success after high school.

Area of Improvement #2 Improve student achievement and proficiency in ELA and Math

Area of Improvement #3 Develop and implement a plan to support the achievement of English Language Learners

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

Post graduate interviews, student and parent surveys.

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

Master Schedule, student transcripts, surveys.

Strategy:

In addition to a rigorous core curriculum, students will have access to 4 additional electives with the adoption of a block schedule.

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

Previous and current students expressed a need to access more elective classes.

STRATEGY/ACTIVITY 1

Strategy Title: [Support the VAPA Program](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Expand materials and equipment available to VAPA students. Provide professional development for staff to attend their professional organization conferences to increase knowledge and techniques that will benefit the education of RVHS students.

Measures:
Purchase orders, conference registrations, and staff presentations on key learning.

People Assigned:
VAPA Teachers

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Materials, Supplies, Conferences and Substitutes	\$1,000.00

STRATEGY/ACTIVITY 2

Strategy Title: [Continue to Support Pathways](#)

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Provide teachers in Career Pathways adequate and up to date materials to ensure student success in the 21st Century.

Measures:
Curriculum assessment, evaluation, purchase orders, syllabi, and class enrollment.

People Assigned:
Administration
Teachers
Advisory Committee

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Site Supplemental and Concentration	Materials and Supplies	\$5,000.00

STRATEGY/ACTIVITY 3

Strategy Title: Increase Student Access to Post Secondary/Career Options

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Increase invitations to schools/colleges/tech school representatives to present programs or information to RVHS students. Provide parent student nights focusing on post graduate opportunities and financial support. And support a career fair on alternative years.

Measures:
Calendar of presentations and visits.

People Assigned:
Administration
Counselor

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Discretionary	Visitations, Guest Speakers, Field Trips	\$0.00

STRATEGY/ACTIVITY 4

Strategy Title: Continue to Support Agriculture Program

Students to be Served by this Strategy/Activity:

Strategy/Activity:

Task:
Provide funding and opportunities to support the Agriculture Department and Future Farmers" of America Program.

Measures:
Master schedule, course enrollment, FFA meetings and events.

People Assigned:
Administration
Agriculture Department

Proposed Expenditures for this Strategy/Activity

Source	Budget Reference	Amount
Agricultural Career Technical Education Incentive	Travel and Conference	\$5,000.00
Agricultural Career Technical Education Incentive	Supplies	\$10,000.00

» 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	\$157,700.00

» 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 (\$)
7010 - Agricultural Career Technical Education Incentive	\$18,800.00	\$15,000.00

Allocated subtotal of consolidated federal funds for this school: **\$18,800.00**

Expenditure subtotal of consolidated federal funds for this school: **\$15,000.00**

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

State or Local Programs	Allocation (\$)	Expenditure (\$)
1100 - Lottery: Unrestricted	\$80,000.00	\$80,000.00
0000 - Discretionary	\$40,400.00	\$42,700.00
0740 - Site Supplemental and Concentration	\$18,500.00	\$17,400.00

Allocated subtotal of state or local funds included for this school: **\$138,900.00**

Expenditure subtotal of state or local funds included for this school: **\$140,100.00**

Allocated total of federal, state, and/or local funds for this school: **\$157,700.00**

Expenditure total of federal, state, and/or local funds for this school: **\$155,100.00**



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
Kristy Apple	Classroom Teacher	<i>K Apple</i>	05/20/2020
Jay Forbes	Parent or Community Member	<i>Jay Forbes</i>	05/20/2020
Rick Vieira	Parent or Community Member	<i>Rick Vieira</i>	05/20/2020
Colin Lira	Secondary Student	<i>Colin Lira</i>	05/20/2020
Susan Dole	Parent or Community Member	<i>Susan Dole</i>	05/20/2020
Maria Delk	Parent or Community Member	<i>Maria Delk</i>	05/20/2020
Ann Arroyo	Other School Staff	<i>Ann Arroyo</i>	05/20/2020
Victoria Turk	Principal	<i>Victoria Turk</i> 707 3746336	05/20/2020
Karla Chavez	Parent or Community Member	<i>Karla Chavez</i>	05/20/2020
Michael Porter	Classroom Teacher	<i>Michael Porter</i>	05/26/2021
Kellee Mahoney	Classroom Teacher	<i>Kellee Mahoney</i>	05/20/2020

TOTAL NUMBER OF SCHOOL SITE COUNCIL MEMBERS

	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Student
Number of members of each category	1	3	1	5	1



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:

05/20/2020

Attested:

Victoria Turk

5/27/20

Typed name of School Principal

Signature of School Principal

Date

Kristy Apple

5/27/2020

Typed name of SSC Chairperson

Signature of SSC Chairperson

Date

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.11

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

SUBJECT:

Request to approve the 2020-2021 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 six years.

STATUS:

The 2019-2020 contract was \$240,000. The 2020-2021 contract is not to exceed \$240,000.

PRESENTER: Nicole Latimer, 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 2020-2021 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: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2020-2021

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2020-2021

 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 (“LCP”) 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

2020-2021

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, 2020, 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, 2020 to June 30, 2021 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, 2021. In the event a subsequent Master Contract is not renegotiated by June 30, 2021, 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 2020 and terminates at 5:00 P.M. on June 30, 2021, 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: _____
Nicole Latimer, 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 – 2020-2021 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 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.12

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

SUBJECT:

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Lodi Campus) for the 2020-2021 school year at a cost not to exceed \$100,000.

BACKGROUND:

This is a renewal contract. There are two 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 2019-2020 contract was \$150,000. The 2020-2021 contract is not to exceed \$100,000.

PRESENTER: Nicole Latimer, 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 2020-2021 school year at a cost not to exceed \$100,000.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2020-2021

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2020-2021

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	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. 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

2020-2021

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, 2020, 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, 2020 to June 30, 2021 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, 2021. In the event a subsequent Master Contract is not renegotiated by June 30, 2021, 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 2020 and terminates at 5:00 P.M. on June 30, 2021, 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:

Nicole Latimer, 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 – 2020-2021 CONTRACT YEAR

CONTRACTOR _____ **Point Quest** _____ **CONTRACTOR NUMBER** _____ **2020-2021**
(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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.13

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

SUBJECT:

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest Instructional Assistants) for the 2020-2021 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 2019-2020 contract was \$90,000 for two full time 1:1 Instructional Assistants. The 2020-2021 contract is not to exceed \$90,000 for two 1:1 Instructional Assistants and 1 Instructional Assistant who provides additional academic support.

PRESENTER: Nicole Latimer, 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 2020-2021 school year at a cost not to exceed \$90,000.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2020-2021

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

District RIVER DELTA UNIFIED

Contract Year 2020-2021

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

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

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

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

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

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

2020-2021

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 January 1, 2020, 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

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 January 2020 and terminates at 5:00 P.M. on June 30, 2021, 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:

Nicole Latimer, 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 – 2020-2021 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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.14

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

SUBJECT:

Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Kadiant LLC) for the 2020-2021 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 Kadiant LLC the Least Restrictive Environment (LRE) to meet these students' needs.

STATUS:

This is a renewal contract. The 2019-2020 contract was \$90,000 for 2 full year students. The 2020-2021 contract is not to exceed \$90,000 for 2 full year students.

PRESENTER: Nicole Latimer, 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 (Kadiant LLC) for the 2020-2021 school year at a cost not to exceed \$90,000.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2020-2021

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2020-2021

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	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	24
V. <u>HEALTH AND SAFETY MANDATES</u>	
50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATIONS	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

2020-2021

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Kadiant LLC- 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, 2020, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Kadiant LLC - 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, 2020 to June 30, 2021 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, 2021. In the event a subsequent Master Contract is not renegotiated by June 30, 2021, 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(I).
- 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 2020 and terminates at 5:00 P.M. on June 30, 2021, 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: _____
Nicole Latimer, 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 – 2020-2021 CONTRACT YEAR

CONTRACTOR Kadiant LLC- Land **CONTRACTOR NUMBER** 2020-2021
Park Campus
(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>\$200.00</u>	<u>Daily Rate</u>
<u>Basic Education Program/Dual Enrollment</u>		

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	<u>\$108.50</u>	<u>Per hour</u>
b. Language and Speech Therapy – Group of 2	<u>\$108.50</u>	<u>Per hour</u>
c. Language and Speech Therapy – Group of 3	<u>\$108.50</u>	<u>Per hour</u>
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	<u>\$108.50</u>	<u>Per hour</u>
(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>\$108.50</u>	<u>Per hour</u>
b. Occupational Therapy – Group of 2	<u>\$108.50</u>	<u>Per hour</u>
c. Occupational Therapy – Group of 3	<u>\$108.50</u>	<u>Per hour</u>
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	<u>\$108.50</u>	<u>Per hour</u>
(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 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Service

Item Number: 10.15

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

SUBJECT:

Request to approve the 2020-2021 General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to provide deaf and hard of hearing services for district students at a cost not to exceed \$5,000.

BACKGROUND:

This is a renewal contract. CCHAT Center provides well trained, highly skilled deaf and hard of hearing therapists for the River Delta Unified School District. CCHAT has provided services for our district for three years.

STATUS:

The 2019-2020 contract was \$5,000. The 2020-2021 contract is not to exceed \$5,000.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$5,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the 2020-2021 General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to provide deaf and hard of hearing services for district students at a cost not to exceed \$5,000.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2020-2021

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2020-2021

 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

2020-2021

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CCHAT Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2020, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and CCHAT Center (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 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, 2021. In the event a subsequent Master Contract is not renegotiated by June 30, 2021, 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 2020 and terminates at 5:00 P.M. on June 30, 2021, 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: _____
Nicole Latimer, 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 – 2020-2021 CONTRACT YEAR

CONTRACTOR CCHAT Center

CONTRACTOR NUMBER _____ CDE TOTAL ENROLLMENT ALLOWED _____

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

Payment under this contract may not exceed \$5,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

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

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.16

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

SUBJECT:

Request to approve the 2020-2021 General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergym Inc.) to provide physical therapy services for district students at a cost not to exceed \$10,000.

BACKGROUND:

This is a renewal contract. Jabbergym Inc. provides well trained, highly skilled physical therapists for the River Delta Unified School District. Jabbergym has provided services for our district for the past two years.

STATUS:

The 2019-2020 contract was \$10,000. The 2020-2021 contract is not to exceed \$10,000.

PRESENTER: Nicole Latimer, 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 2020-2021 General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergym Inc.) to provide physical therapy services for district students at a cost not to exceed \$10,000.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2020-2021

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2020-2021

 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

2020-2021

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Jabbergym Inc.

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, 2020, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and Jabbergym Inc. (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"), 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, 2021. In the event a subsequent Master Contract is not renegotiated by June 30, 2021, 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.

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, 2020 to June 30, 2021 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, 2021. In the event a subsequent Master Contract is not renegotiated by June 30, 2021, 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 2020 and terminates at 5:00 P.M. on June 30, 2021, 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:

Nicole Latimer, 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 – 2020-2021 CONTRACT YEAR

CONTRACTOR Jabbergy Inc.

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 \$10,000
 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	Evaluations are \$425 per the first 3 hours and \$110 for each hour thereafter.
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
	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

Other:		\$ _____ Per Hour
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**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.17

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

SUBJECT:

Request to approve the Memorandum of Understanding with Sacramento County Office of Education (SCOE) for the 2020-2021 school year at a cost not to exceed \$4,661.

BACKGROUND:

The Sacramento County Office of Education has provided Special Education services for our River Delta students with moderate to severe or emotional disabilities for the last several years. SCOE programs may be offered on a district site or in another district. SCOE also provides Vision and Orientation and Mobility services for our students who are not participating in a SCOE program.

STATUS:

The Sacramento County of Education will continue providing Special Education services for the 2020-2021 school year.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES: Not to exceed \$4,661 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the Memorandum of Understanding with Sacramento County Office of Education (SCOE) for the 2020-2021 school year at a cost not to exceed \$4,661.

Time allocated: 2 minutes

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO COUNTY OFFICE OF EDUCATION
AND RIVER DELTA UNIFIED SCHOOL DISTRICT**

SPECIAL EDUCATION SERVICES

This Memorandum of Understanding (MOU) is entered into between the Sacramento County Office of Education (SCOE) and River Delta Unified School District (District) dated July 1, 2020 for reference purposes only. It sets forth the agreement between the Parties regarding the provision of services to students with moderate to severe or emotional disabilities.

TERMS

A. SCOE shall:

1. Operate special day classes for District's students with moderate to severe disabilities or emotional disturbances (Program). Program may be offered on a District site or at another district's site (School Site).
2. Allow District site staff access to SCOE occupied classrooms without prior notice to the extent that the visits are not unduly disruptive of the then occurring activity. When the Program is located at another district's site, District staff will follow school site office check-in procedures.
3. Be responsible for implementing Individual Education Programs (IEPs) under the Individuals with Disability in Education Act (IDEA). SCOE shall be responsible for conducting IEPs and assessments of students while they are enrolled in the Program, except as set forth in paragraph B.3, and shall provide copies of the same to District. The District shall be invited to send representation to all IEPs for District students.
4. Develop SCOE's Program calendar to coordinate with the annual school calendar to the extent possible.
5. Employ and supervise all SCOE staff, including certificated and classified employees, interpreters and substitutes required for the operation of the classes. SCOE shall consult with District on site-specific issues as appropriate. District may bring any staff-related concerns to the attention of the person identified in Section K (Notice) below.
6. Provide the following staff/support for classrooms serving students with moderate to severe and emotional disabilities:
 - a. A credentialed teacher for each class.
 - b. An appropriate number of para-educators in each class based upon the needs of the class, excluding staff referenced in section F.2.a below.

- c. Administrative support to each classroom.
 - d. Additional designated staff support, as needed, to each classroom that includes: Program Specialist; Language, Speech and Hearing Specialist; Vision Specialist; School Nurse; Behavior Modification Technician, and Orientation and Mobility Specialist.
 - e. Mobility Opportunities Via Education (MOVE) program and WorkAbility program, as appropriate.
 - f. School Psychologist services for the District students within the Program.
7. Provide Related Services to District students not participating in a SCOE Program as needed and as set forth in the Fiscal section below (F.2.d).

B. District shall:

- 1. Assist with onsite supervision at School Sites, to the extent possible in the event of an emergency, when a SCOE school administrator and/or when a regular SCOE certificated employee is unavailable.
- 2. Refer students to the Program by completing SCOE's referral form and providing all requested information. District will provide SCOE with relevant documents including academic transcripts, behavior and discipline records, IEPs, and other related documents requested by SCOE.
- 3. Ensure that students referred to the Program have current IEPs and assessments at the time of enrollment. If a student's annual/triennial IEP or assessment is due or will become due within three months of enrollment in the Program, then the District shall hold the IEP before enrolling the student and/or conduct the assessments before enrolling the student in the Program. SCOE may agree, on a case by case basis, to allow students to enroll in the Program while assessments are pending. In this instance, the District shall be responsible for conducting the assessments.
- 4. Continue to be the district of residence/accountability for District students attending the Program.
- 5. District will maintain the mandatory permanent pupil record file for District students referred to the Program. SCOE will maintain folders and files for all District students enrolled in the Program, grant the District access, and provide copies of the student records at District's request. When a District student completes the Program or returns to the District, SCOE will forward all student folders, files, and enrollment information to the District.
- 6. Provide transportation services for District students from Home to School to Home; District will bear the cost of such services.
- 7. Refer adequate number of students to the program to maintain a viable program. By February 1, identify monthly program enrollment for the subsequent school year (2021-2022). District will be responsible for meeting this minimum enrollment number for

December 1 of the subsequent school year. To the extent referrals exceed the minimum enrollment number, students will be accepted into the program to the extent there are appropriate spots available.

8. Provide Physical Therapy, Occupational Therapy, Adaptive Physical Education, and all other related services in accordance with any pupil's IEP except for services performed by the providers referenced in section A.6.d.

C. Emergency Services

1. The parties will communicate regularly about emergency preparedness and services (e.g., school site safety plans and drills, emergency service calls).
2. SCOE will provide each School Site administrator/office with staff emergency information, student emergency information and care plans, and relevant court orders (such as custody orders).
3. District will provide assistance to SCOE administrators and Program students during onsite emergencies to the extent District personnel are on the site and available.

D. Site-level Roles and Responsibilities.

It is expected that SCOE and District Site administrators will meet annually to collaboratively clarify the site-specific roles and responsibilities. (See Attachment A, which is attached hereto and incorporated herein).

E. Facilities:

1. District will be responsible for providing facilities (Facilities) on the School Sites as specified below. If District is not providing Facilities, the remainder of the section E will not apply.

Not Applicable – Go to section F.

2. District will be responsible for providing all utilities, custodial, and maintenance services to the Facilities. Custodial services (including supplies) will be provided at the frequency required to keep the facilities clean and sanitary consistent with the Program needs and uses.
3. District will provide all furniture and equipment that it would provide to other classrooms on the School Site unless otherwise agreed to with SCOE. SCOE will provide specialized and IEP related equipment and furniture.
4. District will provide the same internet connectivity, wireless access, and classroom telephones for the Program as it is provided to other classrooms on the School Site.
5. SCOE shall be responsible for damage to the Facilities beyond normal wear and tear caused by SCOE's use thereof. Otherwise, the school site district shall be responsible for

repairs or maintenance necessary to maintain the Facilities, including any repairs to the Facilities and any utilities and HVAC units serving the Facilities.

6. The following documents are attached hereto and incorporated by reference:

NONE

To the extent there is a conflict with the terms herein and the terms of the attached documents, the terms of the attachments will govern only with regard to Facilities.

F. Fiscal.

1. District Costs:

- a. If, after a review by the parties, it is determined that additional Instructional Aide time is required to be provided in accordance with any pupil's IEP, District shall be responsible for paying for the cost of the additional aide time. This aide time will be in addition to that provided pursuant to A.6.b.
- b. District agrees to pay SCOE the amount of zero dollars (\$ 0) per student served for the 2020-2021 school year. For purposes of determining the amount to be billed, District will be billed per student based on its December 1 student count (of the current school year) or the projected enrollment number it identified by February 1 of the prior year (pursuant to paragraph B.8), whichever is greater.
- c. The State Superintendent of Public Instruction (SPI) will transfer to SCOE the amount of ADA generated per student for the District, at the District's ADA rate calculated by the SPI pursuant to Education Code section 42238.02(d)-(f).
- d. District agrees to pay a total amount of \$ 4,661.00 for the following Related Services provided by SCOE to District students not participating in a SCOE Program (check and complete all that apply):

None

2.5 days of Vision at \$ 671.00/day

4.5 days of Orientation and Mobility at \$ 663.00/day

SCOE will provide the Related Services to the extent qualified staff is available. SCOE may provide additional days of Related Services at the daily rate upon mutual agreement of the parties.

- 2. Fiscal Shortfall: The terms and conditions of the agreement will be renegotiated if either of the following two events occur:
 - a. Either party suffers a significant fiscal shortfall as a result of extraordinary and/or unanticipated cost increases or funding reductions.

- b. The basic funding model for Special Education changes during the term of this Agreement.

It is the intent of the parties to negotiate any amendments to this agreement to protect both SCOE and the District from significant funding and/or expenditure changes caused by circumstances not under their respective controls.

- G. Term. This MOU is entered into and effective from July 1, 2020 through June 30, 2021.
- H. Nonrenewal of the Agreement. If either party elects not to renew this MOU, it will give prior written notice to the other party by February 1 of its intent to not to renew the agreement.
- I. Program Transfer. If a program or services already in operation are transferred to another school district or county office of education, pursuant to Education Code section 56207, the parties will comply with applicable Education Code provisions, including sections 44903.7 and 45120.2.
- J. Entire Agreement and Modification. This MOU constitutes the entire agreement and understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein. Any changes to this MOU must be agreed to in writing by all parties.
- K. Confidentiality. Confidential student and employee information may be exchanged between the parties for the purposes of fulfilling this agreement and providing services to the students. Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.
- L. Notice: Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to SCOE shall be sent to the following address:

Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003
Attn: Michael Kast, Executive Director of Special Education
Email: mkast@scoe.net

Any notice to District shall be sent to the following address:

River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571-1651
Attn: Katherine Wright, Superintendent
Email: kwright@rdusd.org

M. Indemnification. Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law. Should a due process complaint be filed by any student regarding whether they were provided FAPE while placed in the programs operated by SCOE pursuant to this Agreement, SCOE will cooperate with the District in defending and contribute proportionally to defense and settlement, if any of the alleged denials of FAPE are in regard to the implementation by SCOE staff of the Student's IEP while there.

It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.

N. Independent Agents. This MOU is by and between independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.

O. Nondiscrimination. Any service provided by the parties 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.

P. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this Agreement.

Q. 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.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU:

SIGNATURES

David W. Gordon, Superintendent
Sacramento County Office of Education

Date

Katherine Wright, Superintendent
River Delta Unified School District

Date

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: _____

From: Katherine Wright, Superintendent

Item Number: 10.18

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

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

River Delta Unified School District

Connie Abendschein and Connie's Angles for cloth masks

PRESENTER:

Katherine Wright, 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 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Katherine Wright, 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 Regulation and or Exhibits due to new legislation or mandated language and citation revisions as of March 2020.

BACKGROUND:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District Board Policies, Administrative Regulations and Exhibits.

These Board Policies, Administrative Regulations and Exhibits was submitted for a first reading at the May 12, 2020 Board meeting.

STATUS:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to March 2020 which need to be approved for second reading and adoption by the Board of Trustees.

PRESENTER:

Katherine Wright

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the second and final reading and adopts these Board Policies, Administrative Regulations and Exhibits as submitted resulting from legislation effective prior to March 2020.

Time allocated: 3 minutes

POLICY GUIDE SHEET
March 2020
Page 1 of 3

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

BP/AR 0420.4 - Charter School Authorization

(BP/AR revised)

Policy updated to reflect **NEW LAWS (AB 1505 and 1595)** which extend the timeline for holding a public hearing to determine the level of support for a charter petition, extend the timeline for making a final decision to grant or deny the petition, define receipt of the petition for the purpose of determining the beginning of this time period, and require publishing staff recommendations 15 days prior to the hearing at which the final decision will be made. As amended, criteria for reviewing the petition require consideration of the interests of the community in which the school is proposing to locate and prohibit the approval of a new charter school offering nonclassroom-based instruction until January 1, 2022. Regulation reflects **NEW LAWS (AB 1505 and AB 1595)** which revise the required components of a petition to delete a requirement to include annual goals that apply to the nature of the program operated, add a requirement that the petition describe the means by which the charter school will achieve a balance of special education students and English learners that is reflective of the general population within the district, and require that a petition for a charter school operated by or as a nonprofit public benefit corporation include the names and qualifications of the governing body. Regulation also reflects **NEW LAW (AB 982)** which requires the petition to include requirements for providing homework assignments, upon request, to students who have been suspended for two or more days. Regulation also reflects **NEW LAW (AB 1507)** which limits the ability of a charter school to establish a resource center, meeting space, or other satellite facility used for nonclassroom-based independent study outside district boundaries.

BP/E 0420.41 - Charter School Oversight

(BP/E revised)

Policy updated to reflect **NEW LAWS (AB 1505 and AB 1595)** which require a charter school to request a material revision to its charter whenever it proposes to expand operations at one or more grade levels, and AB 1505 which revises criteria for the provision of technical assistance to charter schools beginning with the 2020-21 school year. Exhibit updated to add new requirements for charter schools pursuant to **NEW LAWS**, including requirements to refrain from discouraging a student from enrolling for any reason (**SB 75**), hold a public hearing when adopting the local control and accountability plan (**SB 75**), provide assistive technology devices to a student at home or a student who transfers to another school (**AB 605**), pay a student's tuition and conduct on-site visits if the charter school has a master contract with a nonpublic, nonsectarian school (**AB 1172**), phase in a requirement for teachers to hold the certificate or permit required for their certificated assignment (**AB 1505**), provide parent/guardian notices in English and in the primary language when 15 percent or more of the students speak a language other than English (**SB 75**), provide students with a meal of their choice regardless of unpaid meal fees (**SB 265**), adopt policy on suicide prevention applicable to grades K-6 (**AB 1767**), print the national domestic abuse hotline number on student identification cards (**SB 316**), post specified information on bullying and harassment prevention (**AB 34**), include the charter school's sexual harassment policy in student orientations and notify students of the policy by posting a poster (**AB 543**), neither expel a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or willfully defying the authority of school personnel (**SB 419**), provide a student who is suspended for two or more days with the homework assigned during the period of suspension (**AB 982**), and update and reissue a former student's records to include the student's updated name or gender (**AB 711**). Exhibit also reflects current law requiring charter schools to accept and provide full or partial credit for coursework completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or immigrant student participating in a newcomer program at another school.

POLICY GUIDE SHEET

March 2020

Page 2 of 3

BP 0420.42 - Charter School Renewal

(BP revised)

Policy updated to reflect **NEW LAW (AB 1505)** which revises the criteria for granting or denying charter renewals, provides that renewal of a high-performing school may be granted for up to seven years, and provides that a low-performing charter school shall not be granted a renewal unless it adopts a written plan with meaningful steps to address the underlying cause(s) of low performance and there is clear and convincing evidence of either measurable increases in academic achievement or strong postsecondary outcomes, as defined. Policy also reflects **NEW LAWS (AB 1505 and AB 1595)** which extend the timeline for holding a public hearing on the renewal, extend the timeline for making a final decision to grant or deny the renewal, define receipt of the petition for the purpose of determining the beginning of this time period, and require publishing staff recommendations 15 days prior to the hearing at which the final decision will be made. Section on "School Closure" added to clarify that if the charter school is not renewed and ceases operation, the closure procedures specified in the charter will be implemented.

BP 0420.43 - Charter School Revocation

(BP revised)

Policy updated to move up the material regarding immediate revocation of a charter school in the event of a severe and imminent threat to the health or safety of students and to reflect **NEW LAW (AB 1505)** which provides that increases in student achievement for all numerically significant student subgroups should be a factor, but not necessarily the most important factor, in determining whether to revoke a charter. Section on "School Closure" added to clarify that if the charter school is revoked and ceases operation, the closure procedures specified in the charter will be implemented.

BP 3471 - Parcel Taxes

(BP added)

New policy addresses the major requirements of levying, with voter approval, a parcel tax on real property which may be used by the district for any purpose specified in the ballot statement. Policy includes, but is not limited to, the requirement for the board to hold a public hearing; board approval of a resolution for the adoption of a parcel tax; the prohibition against using district funds, services, supplies, or equipment to support the parcel tax; and persons who may be exempted by the board from paying the parcel tax.

BP/AR 3551 - Food Service Operations/Cafeteria Fund

(BP/AR revised)

Policy updated to reflect **NEW LAW (SB 265)** which provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that any student is required to receive an alternate meal. Policy also reflects a waiver granted by the U.S. Department of Agriculture extending the three-year Administrative Review cycle to a five-year cycle for school years 2017-18 through 2021-22. Regulation updated to reorganize the section on "Unpaid and Delinquent Meal Charges" to emphasize the prohibition against directing any action toward a student to collect unpaid school meal fees and reflect requirements, as amended by SB 265, to treat students with unpaid meal fees the same as other students.

BP 4112.2 - Certification

(BP revised)

Policy updated to clarify the hiring hierarchy if the district is unable to hire a person who possesses a clear or preliminary credential, including one who is approved for a limited assignment option. Policy reflects Commission on Teacher Credentialing (CTC) Coded Correspondence stating that, if the district needs to hire a person who has been granted a credential waiver by CTC, that person must qualify for a "variable term waiver." Policy also expands section on "National Board for Professional Teaching Standards Certification" to add examples of incentives that may encourage teacher participation.

POLICY GUIDE SHEET
March 2020
Page 3 of 3

E 4112.9/4212.9/4312.9 - Employee Notifications

(E revised)

Exhibit updated to reflect **NEW LAWS** adding requirements to notify employees regarding the district's policy on lactation accommodation (**SB 142**) and the deadline to withdraw funds from a flexible spending account before the end of the plan year (**AB 1554**). Exhibit also revises the policy reference for the March 15 reelection notice for certificated employees, now addressed in BP 4116, and adds the requirement to notify the superintendent at least 45 days before the expiration of the employment contract of any decision not to reemploy the superintendent, as specified in BP 2121.

BP/AR 5141.52 - Suicide Prevention

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 1767)** which mandates age-appropriate policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year. Policy reflects requirements to consult with specified stakeholders on policy development, coordinate with the county mental health plan whenever a referral is made for mental health or related services for a student in grades K-6 who is a Medi-Cal beneficiary, and ensure that employees act within the authorization and scope of their credential or license. Policy also reflects **NEW LAW (AB 34)** which requires the district, beginning in the 2020-21 school year, to post its suicide prevention policy in a prominent location on its web site. Regulation updated to move material regarding the printing of the national suicide hotline number on student identification cards to a new section. Regulation also adds an optional postvention strategy to identify and monitor students significantly affected by suicide and those at risk of imitative behavior.

BP/AR 5144.1 - Suspension and Expulsion/Due Process

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (SB 419)** which prohibits districts from suspending students in grades 4-8 for disrupting school activities or willfully defying the authority of school personnel. Policy also references **NEW LAW (AB 982)** which requires a district to provide a student who is suspended for two or more days with the homework assigned during the period of suspension. Regulation adds new section on "Additional Grounds for Suspension and Expulsion: Grades 9-12" reflecting the option to suspend, but not expel, a student in grades 9-12 for disruption or willful defiance.

BP/AR 6172.1 - Concurrent Enrollment in College Classes

(BP/AR revised)

Policy updated to include exceptions in determining the five percent enrollment cap on the number of students at each grade level who may be recommended for community college summer session and to reflect **NEW LAW (AB 1729)** which extends such exceptions through January 1, 2027. Policy reflects **NEW LAW (SB 554)** which authorizes an adult education student pursuing a high school diploma or high school equivalency certificate to attend community college as a special part-time student. Policy and regulation add new sections for districts that wish to establish a College and Career Access Pathways (CCAP) partnership program, in which the board enters into an agreement with the governing board of a community college district to offer or expand dual enrollment opportunities for students who may not already be college bound or are unrepresented in higher education. Regulation clarifies the board's responsibility, whenever a community college class will be offered on a high school campus, to determine the time that the campus is considered open to the general public and available for members of the public to attend such a class at the high school.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.4(a)

CHARTER SCHOOL AUTHORIZATION

Note: The following **optional** policy may be revised to reflect district practice. Education Code 47600-47616.7 authorize the establishment of ~~a capped number of~~ public charter schools, which are generally exempt from ~~the~~ Education Code ~~provisions governing school districts~~ unless otherwise specified in law. To establish a charter school within the district, petitioners must submit to the Governing Board for approval a petition which includes all components required by law as described in the accompanying administrative regulation. **The following policy reflects the criteria and procedures required by Education Code 47605 as amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019).**

Under certain circumstances, charter petitions may also be approved by other governmental entities. For example, Education Code 47605.5-47605.6 authorize petitioners to submit a petition directly to the County Board of Education when (1) the charter school will serve students for whom the county office of education would otherwise be responsible for providing direct education and related services or (2) the countywide program will provide educational services to a student population that cannot be served as well by a charter school operating in only one district in the county. **Education Code 47605.8, which authorized petitioners to submit a petition directly to the State Board of Education (SBE) to approve a statewide benefit charter school, was repealed by AB 1505.**

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

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

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

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

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

CHARTER SCHOOL AUTHORIZATION (continued)

Note: Education Code 47605 allows for **Board approval of a start-up charter school or** the conversion of an existing public school into a charter school, provided that the school adopts and maintains a policy giving admission preference to students who reside within the former attendance area of that public school. **The Board may also approve a start-up charter school.** The signature requirement **for petitions differs depending on whether the petition is for the approval of a conversion or start-up** **differs for each type of** charter school; see the accompanying administrative regulation.

One or more persons may submit a petition **to the Board** for a **start-up** charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a ~~start-up charter school or conversion~~ charter school shall include all components, ~~and~~ **signatures, and statements** required by law, **as specified in the accompanying administrative regulation,** ~~and shall be submitted to the Board.~~ **The proposed charter shall be attached to the petition. (Education Code 47605)**

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

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

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

Timelines for Board Action

Note: Pursuant to Education Code 47605, as amended by AB 1505 and AB 1595, upon receiving a charter petition, the Board is required to hold a public hearing within 60 days to determine the level of support for the petition and to hold a public hearing within 90 days to take final action on the petition. As amended, Education Code 47605 also requires the district to publish, at least 15 days prior to the public hearing at which the Board will grant or deny the petition, staff recommendations regarding the petition and, if applicable, the certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district.

To provide adequate opportunity for public input and thoughtful consideration of the charter petition, it is recommended that the Board conduct two public hearings -- one hearing to determine the level of support for the petition and, following the publication of staff recommendations, a second hearing to grant or deny the petition. However, the law does not explicitly require two hearings, and it may be

CHARTER SCHOOL AUTHORIZATION (continued)

possible to hold one public hearing for both determining the level of support for the petition and granting or denying the petition, provided that staff recommendations are published 15 days prior to the hearing, the hearing is held within 60 days of receipt of the petition, and the petitioners have equal time and opportunity to present evidence and testimony. Legal counsel should be consulted as needed to ensure that all requirements are met.

Within ~~30~~ **60** days of receiving a charter petition, the Board shall hold a public hearing **on the charter provisions, at which time the Board shall consider to determine** the level of support for the petition by teachers, other **district** employees ~~of the district~~, and parents/guardians. **A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete.** (Education Code 47605)

~~Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school.~~ **The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board.** (Education Code 47605)

(cf. 9320 - Meetings and Notices)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

Note: The following paragraph is **optional** and may be revised to reflect district practice. **As amended by AB 1505 and AB 1595, Education Code 47605 requires that, in the event that a petition is denied and the matter is appealed, the Board must provide a documentary record to the petitioner, including a transcript of the public hearing at which the Board denied the hearing. See section on "Appeals" below. Thus, it ~~is~~ may be useful to have a transcription of the hearing(s) in the event that the petitioners later appeal the decision of the Board.**

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

(cf. 9320 - Meetings and Notices)

CHARTER SCHOOL AUTHORIZATION (continued)

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

Approval of Petition

Note: Education Code 47605 requires the Board to give preference to charter petitions that demonstrate the capability to provide comprehensive learning experiences to students identified by the petitioner as academically low achieving based on the standards established by the California Department of Education (CDE) pursuant to Education Code 54032, as that section read before July 19, 2006. Prior to its repeal on that date, Education Code 54032 required CDE to develop standards to identify students as academically low achieving for purposes of allocating Economic Impact Aid funds to school sites. However, the Economic Impact Aid program is no longer funded or administered by CDE.

Pursuant to Education Code 47605, as amended by AB 1505 and AB 1595, the Board must also consider the interests of the community in which the school is proposing to locate.

~~The Board shall approve the charter petition if~~ **A charter petition shall be granted only if the Board is satisfied that** doing so is consistent with sound educational practice **and the interests of the community in which the school is proposing to locate.** In granting charters, the Board shall **consider the academic needs of the students the charter school proposes to serve and shall** give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, **based on standards established by California Department of Education (CDE).** (Education Code 47605)

Note: Pursuant to Education Code 47604.1, as added by SB 126 (Ch. 3, Statutes of 2019), charter schools are subject to the Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and the Political Reform Act (Government Code 81000-91014). ~~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 government agencies including charter schools.~~

~~Prior to authorizing any charter, the~~ **The** Board shall verify that ~~any approved~~ **the** charter ~~contains~~ **includes** adequate processes and measures for **monitoring and** holding the school accountable for fulfilling the terms of its charter and complying with **all** applicable laws, including Education Code 47604.1, ~~and for fulfilling the terms of its charter.~~ **These** **Such processes and measures** shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, ~~including student outcomes aligned with state priorities as described in Education Code 52060,~~ **inspection and observations of any part of the charter school,** and regular reports to the Board.

CHARTER SCHOOL AUTHORIZATION (continued)

(cf. 0420.41 - Charter School Oversight)

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

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

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

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

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

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

~~If~~ **When a petition is approved by the Board, it** shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the **California Department of Education CDE**, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall **summarily** deny any charter petition that **proposes to**:

Note: ~~Education Code 47604, as amended by AB 406 (Ch. 291, Statutes of 2018), prohibits a petition submitted on or after July 1, 2019 from providing for the operation of a charter school as or by a for profit corporation or organization. Also see BP 0420.42 - Charter School Renewal.~~

CHARTER SCHOOL AUTHORIZATION (continued)

1. ~~Proposes to o~~Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
2. ~~Authorizes the conversion of~~ **Convert** a private school to a charter school (Education Code 47602)

Note: **Pursuant to** Education Code 47605, ~~provides that~~ the Board ~~cannot~~ **may** approve a charter school serving students in a grade level not offered by the district ~~unless~~ **only when** the charter school **will** also serve all the grade levels offered by the district. Thus, an elementary district's **board** cannot approve a charter for a high school, but may approve a charter for a K-12 school since ~~it includes~~ **the charter school will serve** all grade levels served by the **elementary school** district.

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

Note: Pursuant to Education Code 47612.7, as added by AB 1505, until January 1, 2022, the Board is prohibited from approving a petition for the establishment of a new charter school offering nonclassroom-based instruction. A charter school approved before October 1, 2019 which had started providing educational services as of that date may continue to offer nonclassroom-based instruction under the circumstances specified in Education Code 47612.7.

4. Offer nonclassroom-based instruction (Education Code 47612.7)

Note: Pursuant to Education Code 47605, a charter petition can be denied only if certain factual findings are made, ~~as specified in items #1-6 below.~~ 5 CCR 11967.5.1 contains criteria for SBE's review of charter petitions, which may be useful to the district in determining how it might evaluate whether a petition meets the conditions specified ~~in items #1-6~~ below.

Regarding all other charter petitions, Any other charter petition shall be denied only if the Board **shall deny a petition only if the Board** makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; **5 CCR 11967.5.1**)

1. The charter school presents an unsound educational program **that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit** for, the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

CHARTER SCHOOL AUTHORIZATION (continued)

3. The petition does not contain the number of signatures required.
4. The petition does not contain ~~an affirmation of each of the conditions described in Education Code 47605(d)~~ **a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.**
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(bc).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public ~~school~~ employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

<p>Note: As amended by AB 1505 and AB 1595, Education Code 47605 expands the grounds for denial of a charter petition to include those specified in items #7-8 below.</p>
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7. **The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances regarding:**
 - a. **The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings**
 - b. **Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate**
8. **The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification, or has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification.**

CHARTER SCHOOL AUTHORIZATION (continued)

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

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

Appeals

Note: Pursuant to Education Code 47605, if the Board denies a charter petition, the petitioner may, within 30 days of the denial, submit the petition to the County Board. If the County Board denies a petition on appeal, the petitioner may, within 30 days of the denial, appeal to SBE.

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

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and grant shall or deny the petition within 30 days. (Education Code 47605)

Legal Reference: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference:

EDUCATION CODE

200 *Equal rights and opportunities in state educational institutions*

220 *Nondiscrimination*

1240 *Duties of County Superintendent*

17078.52-17078.66 *Charter schools facility funding; state bond proceeds*

17280-17317 *Field Act*

17365-17374 *Field Act, fitness for occupancy*

32282 *Comprehensive safety plan*

33126 *School Accountability Report Card*

41365 *Charter school revolving loan fund*

42131 *Interim certification*

42238.51-42238.2 *Funding for charter districts*

44237 *Criminal record summary*

44830.1 *Certificated employees, conviction of a violent or serious felony*

45122.1 *Classified employees, conviction of a violent or serious felony*

46201 *Instructional minutes*

47600-47616.7 *Charter Schools Act of 1992*

47640-47647 *Special education funding for charter schools*

47650-47652 *Funding of charter schools*

49011 *Student fees*

51745-51749.6 *Independent study*

52052 *Accountability: numerically significant student subgroups*

52060-52077 *Local control and accountability plan*

56026 *Special education*

56145-56146 *Special education services in charter schools*

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*

CODE OF REGULATIONS, TITLE 5

11700.1-11705 *Independent study*

11960-11968.5.5 *Charter schools*

Legal Reference continued: (see next page)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

COURT DECISIONS

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

ATTORNEY GENERAL OPINIONS

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)

Management Resources:

CSBA PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

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

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

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

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

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

Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014

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

WEB SITES

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

California Charter Schools Association: <http://www.ccsa.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>

(12/17 5/19) 3/20

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0420.4(a)

CHARTER SCHOOL AUTHORIZATION

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

Petition Signatures

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

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

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

(cf. 4116 - Probationary/Permanent Status)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school, ~~or, in the case of~~ a teacher's signature, **means** that the teacher is meaningfully interested in teaching at the charter school. ~~The proposed charter shall be attached to the petition.~~ (Education Code 47605)

Staff Advisory Committee

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

Education Code 47605, as amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019), requires the district to publish staff recommendations regarding the petition at least 15 days prior to the hearing at which the Governing Board will grant or deny the petition; see the section "Timelines for Board Action" in the accompanying Board policy.

CHARTER SCHOOL AUTHORIZATION (continued)

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

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

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

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

Note: Education Code 47605 requires the charter petition to include annual goals for all students and for each numerically significant subgroup of students, and specific actions to achieve those goals as described in Education Code 52060. Pursuant to Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school.

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

CHARTER SCHOOL AUTHORIZATION (continued)

students" for purposes of the local control funding formula); and (8) student outcomes in the specified course of study. See BP/AR 0460 - Local Control and Accountability Plan.

As amended by AB 1595, Education Code 47605 no longer requires that charter petitions include annual goals that apply to the nature of the program operated.

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

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

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

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

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of

CHARTER SCHOOL AUTHORIZATION (continued)

students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served **or the nature of the program operated** by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the charter school.

Note: AB 1747 (Ch. 806, Statutes of 2018) amended Education Code 47605 to add a requirement that the charter petition include provisions for the development and annual update of a school safety plan.

6. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:
 - a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.
 - b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(H) and **procedures for conducting tactical responses to criminal incidents (A)-(J)**.
 - c. The charter school's safety plan shall be reviewed and updated by March 1 each year.

Note: As amended by AB 1505 and AB 1595, Education Code 47605 adds a requirement that the petition describe the means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learners, including redesignated fluent English proficient students.

7. The means by which the charter school will achieve a **balance of** racial and ethnic **balance among its** students, **special education students, and English learner students, including redesignated fluent English proficient students,** that is reflective of the general population residing within the district's territorial jurisdiction.

CHARTER SCHOOL AUTHORIZATION (continued)

Note: Pursuant to Education Code 47605, when the number of students who wish to attend the charter school exceeds the school's capacity, attendance must be determined by a public random drawing, with admission preference extending to students who currently attend the charter school and students who reside in the district. Education Code 47605 provides that admission preferences may also include, but are not limited to, siblings of students admitted or attending the charter school and children of the school's teachers, staff, and founders identified in the initial charter. Education Code 47605 requires that the priority order for preference be determined in the charter petition as provided below.

8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605~~(ee)~~, specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.

Note: As added by AB 982 (Ch. 779, Statutes of 2019), Education Code 47606.2 requires that the suspension procedures included in the charter petition provide that (1) upon request of a student who has been suspended for two or more school days or the student's parent/guardian, the homework assigned during the period of suspension be given and (2) any such completed homework shall not count towards the student's overall grade in the class unless the assignments are graded before the end of the academic term.

10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605~~(b)~~ **and a statement that the suspension procedures will include requirements pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.**

Such procedures shall also include processes by which the charter school will notify the superintendent of a district, and ~~request to~~ **by which the charter school may** be notified by **the superintendent of** a district, ~~about when~~ **a student or former student of the charter school is expelled or subject to any of** ~~when~~ the circumstances specified in Education Code 47605~~(de)~~**(3) exist.**

CHARTER SCHOOL AUTHORIZATION (continued)

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

Note: Education Code 47605 requires charter petitions to contain the declaration specified in item #15 below regarding responsibilities for collective bargaining. If the charter school is not deemed the public school employer for purposes of collective bargaining under Government Code 3540-3549.3, the district where the charter school is located shall be deemed the public school employer for these purposes, pursuant to Education Code 47611.5. Education Code 47611.5 further provides that, if the charter does not specify that the charter school shall comply with laws and regulations governing tenure or a merit or civil service system, the scope of representation for that charter school shall also include discipline and dismissal of charter school employees.

15. A declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

Note: Education Code 47605 and 5 CCR 11962 require the charter petition to include procedures to be used in the event that the charter school closes for any reason, as provided in item #16 below. Duties of the district pertaining to charter school closures include notification requirements pursuant to Education Code 47604.32 and 5 CCR 11962.1; see BP 0420.41 - Charter School Oversight.

16. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:
 - a. Designation of a responsible entity to conduct closure-related activities
 - b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure

CHARTER SCHOOL AUTHORIZATION (continued)

- (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
 - d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
 - e. Transfer and maintenance of personnel records in accordance with applicable law
 - f. Completion of an independent final audit within six months after the closure of the charter school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
 - g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962
 - h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
 - i. Identification of funding for the activities identified in item #16a-h above

Note: Education Code 47605 requires that petitioners provide to the ~~Governing~~ Board the information listed in items #1-4 below. **As amended by AB 1505 and AB 1595, Education Code 47605 adds item #5 below as a requirement for any petition to operate a charter school by or as a nonprofit public benefit corporation.**

CHARTER SCHOOL AUTHORIZATION (continued)

The Board may require additional information **beyond what is included in items #1-5**. As outlined in CSBA's publication Charter Schools: A Guide for Governance Teams, some districts request a school calendar, information regarding transportation arrangements, staff development plans, assurances that the school will provide appropriate services for English language learners and students with disabilities, or any other information that will assist the Board in understanding the proposal. Districts that wish to require additional information in the charter may list those items below.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

Note: Education Code 47605 requires that information on school facilities, listed in item #1 below, specify where the school intends to locate. Unless otherwise exempted, the school must be located within the geographic boundaries of the chartering district; see section "Location of Charter School" below.

1. The facilities to be used by the charter school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the charter school are to be provided
3. Potential civil liability effects, if any, upon the charter school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

5. **If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school**

Location of Charter School

Note: Education Code 47605 and 47605.1 establish geographic and site requirements for charter schools. Pursuant to Education Code 47605, a charter school granted by either the County Board of Education or the State Board of Education following initial denial by the district must locate within the geographic boundaries of the district that denied the petition.

~~The Attorney General has opined, in 89 Ops. Cal. Atty. Gen. 166 (2006), that online charter schools are subject to the restrictions and conditions placed upon independent study programs, including the requirement that students reside in the charter school's home county or an adjacent county.~~

CHARTER SCHOOL AUTHORIZATION (continued)

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

~~A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)~~

- ~~1. The district is notified prior to approval of the petition.~~
- ~~2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.~~
- ~~3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.~~

Note: Pursuant to Education Code 47605.1, as amended by AB 1507 (Ch. 487, Statutes of 2019), a resource center, meeting space, or other satellite facility used by a charter school for nonclassroom-based independent study must, with specified exceptions, be located within district boundaries.

A charter school may establish ~~and locate~~ a resource center, meeting space, or other satellite facility ~~in an adjacent county~~ **within the jurisdiction of the school district where the charter school is physically located** if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

(12/17 5/19) 3/20

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 supervisorial 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 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 Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of ~~the a~~ 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)

The Superintendent or ~~designee~~ **designated charter school contact** shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

Waivers

Note: A charter school is not authorized to submit general waiver requests to SBE on its own behalf, **unless an exception applies**. Rather, ~~the district must~~ **a charter school may** submit ~~the a~~ waiver request ~~for the charter school through the district~~. 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.~~ 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 **to a charter school**, the district and **the** charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between them ~~in district and charter school~~.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the

CHARTER SCHOOL OVERSIGHT (continued)

actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

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 **for the authorization of charter schools** 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)

Note: As amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019), Education Code 47605 requires a charter school to request a material revision to its charter whenever it proposes to expand operations at one or more grade levels.

If an approved charter school proposes to establish or move operations to one or more additional sites **or grade levels**, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations **or grade levels**. The Board shall consider approval of the additional locations **or grade levels** 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 each** charter school **that is authorized by the district** 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;

CHARTER SCHOOL OVERSIGHT (continued)

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, numerically significant subgroups include 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).

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, 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 ~~the~~ **each** charter school to determine whether it is achieving 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 **report or** 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.~~

CHARTER SCHOOL OVERSIGHT (continued)

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-charter school** is able to **provide-obtain** substantially rent-free facilities **to the charter school from the district**, 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. **If the district is given responsibility for supervisory oversight of a charter school that was authorized by SBE on appeal, the district is not limited to these percentages and may charge for the actual costs of supervisory oversight and for the administrative costs necessary to secure charter school funding.** (Education Code 47613)

(cf. 7160 - Charter School Facilities)

Technical Assistance/Intervention

Note: Education Code 47607.3, as amended by AB 1505, establishes criteria for the provision of technical assistance to charter schools beginning with the 2020-2021 school year, including, but not limited to, the option to request assistance from the California Collaborative for Educational Excellence (CCEE). If, after providing technical assistance, the CCEE informs the Board that the charter school has failed or is unable to implement the CCEE's recommendations or continues to have persistent or acute inadequate performance, then the Board must consider revocation of the charter; see BP 0420.43 - Charter School Revocation.

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 45607.3)

- 1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605. This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.**

CHARTER SCHOOL OVERSIGHT (continued)

2. **Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.**
3. **Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.**

In addition, if, ~~if~~ in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, 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 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: 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 **inadequate** ~~the~~ academic achievement of all numerically significant subgroups of students served by the charter school.

CHARTER SCHOOL OVERSIGHT (continued)

(cf. 0420.42 - Charter School Renewal)

(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 4600-4670, 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 CDE when a charter school ceases operation for any reason. 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.

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: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference:

EDUCATION CODE

215 Suicide prevention policy

215.5 ~~215.5 Suicide prevention hotline contact information on s~~ Student identification cards, **inclusion of safety hotlines**

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

231.5-231.6 Sexual harassment policy

234.4 Mandated policy on bullying prevention

234.6 Bullying and harassment prevention information

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

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

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

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

48901.1 Suspension and expulsion, willful defiance

48907 Students' exercise of free expression; rules and regulations

48913.5 Suspended students, homework assignments

48950 Student speech and other communication

48985 Parental notification,

49005-49006.4 Seclusion and restraint

49011 Student fees

49014 Public School Fair Debt Collection Act

49061 Student records

49062.5 Student records, name or gender changes

49070 Challenging 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

51745-51749.6 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

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

56026 *Special education*

56040.3 Availability of assistive technology devices

56145-56146 *Special education services in charter schools*

56365-56366.12 Nonpublic, nonsectarian 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*

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~~-4670 *Uniform complaint procedures*

11700.1-11705 *Independent study*

11960-11969 *Charter schools*

CODE OF REGULATIONS, TITLE 24

101 *et seq. California Building Standards Code*

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

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:

CSBA PUBLICATIONS

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

California School Accounting Manual

Sample Copy of a Memorandum of Understanding

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 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, 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>

(10/16 3/19) 3/20

Policy Reference UPDATE Service

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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 school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, **the following** 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

CHARTER SCHOOL OVERSIGHT (continued)

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)

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:

CHARTER SCHOOL OVERSIGHT (continued)

- 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 that school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in 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 Board of the district on an individual school basis consistent with law. (Education Code 47605)

9. Not discourage a student from enrolling or seeking to enroll in the charter school, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The charter school shall not request or require a student's records to be submitted before enrollment. The charter school shall post on its web site the California Department of Education's (CDE) notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Education Code 47605)

9-10. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

CHARTER SCHOOL OVERSIGHT (continued)

- 10.11.** Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
- 11.12.** 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

- 12.13.** Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
- 13.14.** 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
- 14.15.** 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)
- 15.16.** 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)
- 16.17.** 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)

CHARTER SCHOOL OVERSIGHT (continued)

- 17.18.** 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

- 18.19.** 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.

- 19.20.** 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
- 20.21.** 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 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

- 21.22.** Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, **after holding a public hearing, consulting 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 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)

CHARTER SCHOOL OVERSIGHT (continued)

- 22.23.** 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)
- 23.24.** 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)
- 24.25.** 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 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.

- 25.26.** Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)
- 26.27.** If the charter school offers a kindergarten program, also offer a transitional kindergarten program to students whose fifth birthday is from September 2 through December 2 (Education Code 48000)
- 27.28.** 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)

CHARTER SCHOOL OVERSIGHT (continued)

28.29. 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)

29.30. 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 51745-51749.6. 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 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.

30.31. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, 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)

32. **Accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school (Education Code 51225.2)**

31.33. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

Special Education

34. **Provide assistive technology devices in a student's home or other settings if the individualized education program team determines that such access is necessary. The charter school shall also provide an assistive technology device or comparable device to a student who enrolls in another local educational agency, for two months after the student leaves the charter school or until alternative arrangements can be made, whichever occurs first. (Education Code 56040.3)**

CHARTER SCHOOL OVERSIGHT (continued)

- 35. If the charter school is an independent member of a special education local plan area and has a master contract with a nonpublic, nonsectarian school:**
- a. Pay the full amount of the tuition or fees for students with disabilities enrolled in programs or services provided pursuant to that contract (Education Code 56365)**
 - b. Conduct at least one onsite visit to the nonpublic, nonsectarian school prior to a student's placement and at least once each school year (Education Code 56366.1)**

High School Graduation

- 32.36.** Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools 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 **of the charter school's** graduation requirements ~~established by the charter school~~ that exceed state requirements, unless the **charter** 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)
- 33.37.** 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)

Student Expression

- 34.38.** 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)

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.

CHARTER SCHOOL OVERSIGHT (continued)

35.39. 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

36.40. 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~~ **as required for the teacher's certificated assignment. Teachers employed by the charter school during the 2019-20 school year shall have until July 1, 2025 to obtain the required certificate required.** (Education Code 47605, **47605.4**)

37.41. 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)

38.42. 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)

39.43. **If the charter school chooses to make the state teachers' retirement plan available to its employees, meet** ~~Meet~~ the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

40.44. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

Parent/Guardian Involvement

41.45. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)

CHARTER SCHOOL OVERSIGHT (continued)

42.46. 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)

47. **If 15 percent or more of the students at the charter school speak a single primary language other than English, provide all notices, reports, statements, or records sent to parents/guardians in English and in the primary language (Education Code 48985)**

Nutrition

43.48. ~~Beginning with the 2019-2020 school year, p~~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)

44.49. 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)

45.50. 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; **not take any action directed at a student to collect unpaid school meal fees;** ensure that a student with unpaid school meal fees is not **denied a meal of the student's choice, shamed, or 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)

46.51. 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

47.52. ~~If the charter school serves students in grades 7-12, a~~Adopt a policy on suicide prevention, intervention, and postvention **for grades 7-12, and an age-appropriate**

CHARTER SCHOOL OVERSIGHT (continued)

- policy for grades K-6, and 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~~)
- 53. If the charter school serves grades 7-12 and issues student identification cards, print the telephone numbers of the National Suicide Prevention Lifeline and the National Domestic Violence Hotline on the identification cards (Education Code 215.5)**
- 48.54.** 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)
- 49.55.** 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)
- 50.56.** 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, 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 the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)
- 51.57.** 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)
- 52.58.** Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)

CHARTER SCHOOL OVERSIGHT (continued)

53.59. 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

54.60. Adopt a policy on bullying and cyberbullying prevention ~~by December 31, 2019,~~ **post specified information on bullying and harassment prevention,** 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, **234.6,** 32283.5)

61. **Adopt and display a written policy on sexual harassment, include the policy as part of any orientation for new and continuing students, and post a poster notifying students of the policy (Education Code 231.5, 231.6)**

55.62. 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)

63. **Neither recommend for expulsion a student in grades K-12 nor suspend a student in grades K-8 for disrupting school activities or otherwise willfully defying the authority of school personnel in the performance of their duties (Education Code 48901.1)**

64. **Upon request, provide a student who is suspended for two or more days with the homework assigned during the period of suspension (Education Code 48913.5)**

Student and Parent/Guardian Records

56.65. 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)

57.66. 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)

58.67. 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)

59.68. 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)

69. Upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, update and reissue a former student's records to include the student's updated legal name or gender (Education Code 49062.5, 49070)

Facilities

60.70. 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

61.71. 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)

CHARTER SCHOOL OVERSIGHT (continued)

62.72. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

63.73. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

64.74. Annually prepare and submit financial reports to the district 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 December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- 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)
- 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. (Education Code 47605)

65.75. 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)

CHARTER SCHOOL OVERSIGHT (continued)

Accountability

66.76. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

(5/18 3/19) 3/20

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.42(a)

CHARTER SCHOOL RENEWAL

Note: The following policy is **optional**. When the term of a charter granted by the Governing Board pursuant to Education Code 47605 (see BP/AR 0420.4 - Charter School Authorization) is due to expire, the charter school must submit a petition for renewal to the Board in accordance with Education Code 47607, **as amended by AB 1505 (Ch. 486, Statutes of 2019), and Education Code 47607.2, as added by AB 1505 and 5 CCR 11966.4.**

For a charter that was granted by the State Board of Education (SBE) on appeal after being denied by the district, the renewal petition must first be submitted to the district board that denied the charter, pursuant to Education Code 47605. A petition for the renewal of a charter that was originally granted by the County Board of Education on appeal after being denied by the district must be submitted directly to the County Board as the chartering authority pursuant to 5 CCR 11966.5.

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.43 - Charter School Revocation)

(cf. 0500 - Accountability)

Note: Education Code 47604, as amended by AB 406 (Ch. 291, Statutes of 2018), prohibits a charter school from being operated by a for-profit corporation or organization effective July 1, 2019. Any charter school that submits a renewal petition on or after that date must demonstrate that it has nonprofit management or it cannot be renewed.

~~No charter school that submits a~~ **The Board shall deny the** renewal petition ~~on or after July 1, 2019 shall be~~ **of any charter school** 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)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

CHARTER SCHOOL RENEWAL (continued)

Note: The following **optional** paragraph may be revised to reflect district timelines for the submission of charter renewal petitions. ~~Although 5 CCR 11966.4~~ **Education Code 47605, as amended by AB 1505 and AB 1595 (Ch. 543, Statutes of 2019),** requires that the Board grant or deny the renewal petition within ~~60~~ **90** days of receiving **the petition; it** ~~(see section entitled "Timelines for Board Action" below).~~ **However,** it is recommended that charter schools submit their petition **sufficiently early (e.g., as much as six to nine months before the term of the charter is due to expire) so that, in** ~~the event that the Board denies the renewal, the charter school may need time to be able to appeal to the County Board and then to SBE and, if the school closes, to allow students of the charter school to transfer to another school.~~ **The timeline should take into consideration the date by which student achievement data needed for the petition will be available and the amount of time needed for the Board's deliberations and decision.** ~~In~~ **the event that the Board denies the renewal, the charter school may need time to be able to appeal to the County Board and then to SBE and, if the school closes, to allow students of the charter school to transfer to another school.**

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

~~Each renewal granted by the Board shall be for a period of five years. (Education Code 47607)~~

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Note: **AB 1505 amended Education Code 47607 and added Education Code 47607.2 to revise the criteria for granting or denying charter renewals and to authorize different lengths of renewal for high-performing, middle-performing, and low-performing charter schools.**

Pursuant to Education Code 47607, charter renewals are subject to the same standards and criteria as initial charter authorizations as specified in Education Code 47605, except that the Board may not deny the renewal of an existing charter school based on a finding that (1) the district has a negative or qualified interim certification and is not positioned to absorb the fiscal impact of the proposed charter school or (2) the charter school is unlikely to serve the interests of the entire community in which the school will be located (i.e., the school would substantially undermine or duplicate existing district services or programs). However, these two criteria may be used to deny a proposed expansion of an existing charter school.

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605, ~~except that the signature requirement for new petitions is not applicable to petitions for renewal.~~ **However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding**

CHARTER SCHOOL RENEWAL (continued)

that the charter school is unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607; 5 CCR 11966.4)

The signature requirement for ~~new~~ **charter authorization** petitions is not applicable to petitions for renewal. (Education Code 47607)

~~The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed.~~ (Education Code 47607; 5 CCR 11966.4)

~~In determining whether to grant a charter renewal, the Board shall consider the past academic, financial, and operational performance of the charter school in evaluating the likelihood of future success, along with any plans for improvement. Increases in academic achievement for all numerically significant groups of students served by the charter school, as defined in Education Code 52052, shall be the most important factor.~~ (Education Code 47607; 5 CCR 11966.4)

Note: Education Code 47607 and 5 CCR 11966.4 establish grounds for denial of charter renewals. See CSBA's publication Charter Schools: A Guide for Governance Teams for additional information about making the determinations specified in items #1-5 below.

~~The Board shall not deny a renewal petition unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following grounds:~~ (Education Code 47605, 47607; 5 CCR 11966.4)

1. ~~The charter school presents an unsound educational program for the students enrolled in the school.~~
2. ~~The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.~~
3. ~~The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).~~
4. ~~The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).~~
5. ~~The charter school has failed to demonstrate that it meets at least one of the following criteria of academic performance:~~

CHARTER SCHOOL RENEWAL (continued)

~~Note: Although Education Code 47607 authorizes the use of the Academic Performance Index (API) to demonstrate academic performance for purposes of charter renewal, the API is no longer being calculated. Pursuant to Education Code 52052, as amended by AB 1808 (Ch. 32, Statutes of 2018), alternative measures that show increases in student achievement for all groups of students schoolwide and among numerically significant student subgroups may be used instead. For example, for purposes of meeting the academic criterion for charter renewal, charter schools may use indicators of student achievement and English learner progress available through the state's accountability system, the California School Dashboard.~~

- ~~a. — Increases in academic achievement for all groups of students schoolwide and among numerically significant student subgroups, as determined using measures identified pursuant to Education Code 52052~~

~~Note: When making a determination based on item #5b, Education Code 47607 requires the district to submit copies of supporting documentation and a written summary of the basis for its determination to the Superintendent of Public Instruction (SPI), as provided below. The SPI will review the materials and make recommendations to the district. Those recommendations may be the basis for a revocation of the charter by the SBE.~~

- ~~b. — Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school~~

~~Such performance shall be determined based on a review of documented clear and convincing data; student achievement data from assessments, including, but not limited to, state academic achievement tests, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall not grant a renewal until at least 30 days after the submission of any such documentation by the charter school. The Superintendent or designee shall submit to the Superintendent of Public Instruction copies of supporting documentation and a written summary of the basis for the Board's determination.~~

~~(cf. 6162.51—State Academic Achievement Tests)~~

~~Note: 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. Charter schools that participate in the DASS satisfy the academic criterion for charter renewal without being subject to the criteria listed above in item #5a or b.~~

- ~~e. — Qualification for the state's alternative accountability system for schools that serve high risk students~~

CHARTER SCHOOL RENEWAL (continued)

Note: Pursuant to Education Code 47607.2, the review of the charter school's performance must be based on "verified data," defined as data that are derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced and include measures of postsecondary outcomes. SBE is required to identify, by January 1, 2021, a list of valid and reliable assessments that must be used by the Board for this purpose. Until such a list is available, a charter school under consideration for renewal may present data consistent with the definition of "verified data."

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. (Education Code 47607)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

A renewal shall be granted for a period of five to seven years to a charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 and that, for two consecutive years immediately preceding the renewal, achieved either of the following: (Education Code 47607)

- a. Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels**
- b. For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average**

2. Renewal of Five Years

CHARTER SCHOOL RENEWAL (continued)

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)**
 - (1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school**
 - (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers**
- b. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)**

3. Denial with Option for Two-Year Renewal

- a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, either of the following applies: (Education Code 47607.2)**
 - (1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels.**
 - (2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average.**
- b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that:**

CHARTER SCHOOL RENEWAL (continued)

- (1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.**
- (2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above**

In addition to all the grounds stated above for denial of a charter, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if the Board finds either that the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

Note: 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. Charter schools that participate in the DASS are subject to the following criteria specified in Education Code 46607, as amended by AB 1505.

A charter school that is eligible for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

CHARTER SCHOOL RENEWAL (continued)

Timelines for Board Action

Note: The following **optional** paragraph may be revised to reflect district practice. Pursuant to Education Code 47607, the Board must grant or deny the request for renewal within 60 days of receiving the renewal petition. Thus, the Board should establish a timeline for holding a public hearing that will provide sufficient time for the Board to consider public input before taking action on the request.

The Education Code does not specifically define when a petition is "received." However, because the Board conducts its business as an entity during public meetings, many education attorneys interpret the 30 days to begin when the petition is presented to the Board at the first Board meeting following the submission of the petition. Others consider the petition to be "received" when it is delivered to the district. Districts with questions regarding when the 30 days begin should consult legal counsel. State law does not expressly provide a timeline for a public hearing on the renewal petition or for the Board's final decision on the renewal. However, pursuant to Education Code 47607, renewals are generally subject to the same standards and criteria applicable to initial charter authorizations, as specified in Education Code 47605. As amended by AB 1505 and AB 1595, Education Code 47605 extends the timeline for the hearing for a charter petition from 30 to 60 days of the receipt of the petition. In addition, Education Code 47605 defines receipt of the petition as the date that the petitioner submits the petition to the district, and requires the Board to publish staff recommendations regarding the petition at least 15 days prior to the hearing at which the Board will grant or deny the petition. The following section reflects the timelines established for initial charter authorizations.

Within ~~30~~ **60** days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school and obtain public input. **A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)**

~~Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the Board shall either grant or deny the request to renew the charter.~~ **charter renewal within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code ~~47607~~ 47605; 5 CCR 11966.4)**

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding **when required for denial of the petition** pursuant to ~~items #1-5 in~~ the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

CHARTER SCHOOL RENEWAL (continued)

The Superintendent or designee shall provide notification to ~~the California Department of Education~~ **CDE**, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board ~~of Education~~ within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

~~Note: Pursuant to Education Code 47604.32, if a charter school ceases operation for any reason, including denial of its renewal, the district must notify the California Department of Education; see BP 0420.41 – Charter School Oversight. In addition, the district and/or charter school must implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962; see AR 0420.4 – Charter School Authorization.~~

School Closure

If a charter is not renewed and the charter school ceases operation, the Board and/or the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. (Education Code 47603.32)

Legal Reference: (see next page)

CHARTER SCHOOL RENEWAL (continued)

Legal Reference:

EDUCATION CODE

47600-47616.7 *Charter Schools Act of 1992*

52052 *Definition of numerically significant student subgroup*

56145-56146 *Special education services in charter schools*

60600-60649 *Assessment of academic achievement*

CODE OF REGULATIONS, TITLE 5

11960-11969 *Charter schools*

UNITED STATES CODE, TITLE 20

7223-7225 *Charter schools*

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

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

WEB SITES

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

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

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

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

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

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.43(a)

CHARTER SCHOOL REVOCATION

Note: The following policy is **optional**. Education Code 47607 and 5 CCR 11968.5.2-11968.5.3 **authorize allow** the Governing Board to revoke ~~the charter of a charter school in its jurisdiction~~ **any charter it has authorized**, when certain substantiated findings are made. In Today's Fresh Start, Inc. v. Los Angeles County Office of Education, the California Supreme Court confirmed that the revocation process prescribed in the Education Code provides a charter school with sufficient due process and that a charter school is not entitled to any additional evidentiary hearing by a neutral third party.

In addition, Education Code 47604.5 authorizes the State Board of Education (SBE), upon the recommendation of the Superintendent of Public Instruction (SPI), to revoke the charter of any charter school, whether or not ~~the~~ SBE is the chartering authority, if it makes certain findings relating to gross financial mismanagement, illegal or improper use of funds, substantial and sustained departure from measurably successful practices that may jeopardize the educational development of students, or, ~~as amended by AB 97 (Ch. 47, Statutes of 2013)~~, failure to improve student outcomes across multiple state and school priorities identified in the charter pursuant to Education Code 47605 ~~or 47605.6~~. SBE revocation procedures are specified in 5 CCR 11968.5.1.

The Governing Board expects any charter school it authorizes to provide a sound educational program that promotes student learning and to carry out its operations in a manner that complies with law and the terms of its charter. **The Board may revoke a charter in accordance with law.**

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.42 - Charter School Renewal)

(cf. 0500 - Accountability)

~~The procedures specified above shall not be applicable when~~ **When** the Board determines, in writing, that any violation under Education Code 47607 constitutes a severe and imminent threat to the health or safety of students, ~~In such circumstances,~~ the Board may immediately revoke the school's charter. **When such a determination is made, the Board shall approve and deliver by approving and delivering to the charter school's governing body, the County Board of Education, and the California Department of Education (CDE) a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety to the charter school's governing body, the County Board, and the CDE.** (Education Code 47607; 5 CCR 11968.5.3)

In all other circumstances, the Board may revoke a charter after providing due process and using the procedures described below. The Board may revoke a charter ~~before the date it is due to expire whenever the Board~~ **if it** makes a written factual finding, **specific to that charter school and** supported by substantial evidence, that the charter school has done any of the following: (Education Code 47607)

CHARTER SCHOOL REVOCATION (continued)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any **provision of law**

Note: ~~Education Code 47607.3, as added by AB 97 (Ch. 47, Statutes of 2013), provides additional criteria for considering revocation of a charter, as described below. Pursuant to Education Code 47607.3, if, in three out of four consecutive years, a charter school fails to improve outcomes for three or more numerically significant student subgroups served by the school, or for all of the student subgroups if the school has fewer than three, in regard to one or more state or school priorities identified in the charter, then the district (1) must provide technical assistance to the school using an evaluation rubric adopted by the SBE pursuant to Education Code 52064.5, or (2) may request that the SPI assign the California Collaborative for Educational Excellence (CCEE) to provide advice and assistance to the school; see BP 0420.41 Charter School Oversight.~~ **Education Code 47607.3, as amended by AB 1505 (Ch. 486, Statutes of 2019), establishes criteria for the provision of technical assistance to charter schools, including, but not limited to, the option to request that the SPI assign the California Collaborative for Educational Excellence (CCEE) to provide advice and assistance to the school.** If CCEE informs the Board that the **charter school** has failed or is unable to implement CCEE's recommendations or continues to have persistent or acute inadequate performance, then the Board must consider revocation of the charter.

The Board shall also consider **revocation of a charter whenever revoking the charter of any charter school for which** the California Collaborative for Educational Excellence (CCEE); **after providing has provided** advice and assistance **to the charter school** pursuant to Education Code 47607.3, **submits to the Board if CCEE has issued** either of the following findings: (Education Code 47607.3)

1. That the charter school has failed or is unable to implement the recommendations of the CCEE
2. That the inadequate performance of the charter school, as based on **an evaluation rubric adopted by the State Board of Education (SBE) the California School Dashboard**, is so persistent or acute as to require revocation of the charter

In determining whether to revoke a charter, the Board shall consider increases in student academic achievement for all **"numerically significant"** groups of students served by the charter school, as defined in Education Code 52052, **as the most important factor.** (Education Code 47607, 47607.3)

CHARTER SCHOOL REVOCATION (continued)

Revocation Procedures

~~At least 72 hours prior to any Board meeting at which the Board will consider issuing a Notice of Violation, the Board shall provide the charter school with notice and all relevant documents related to the proposed action. (5 CCR 11968.5.2)~~

~~(cf. 9320 - Meetings and Notices)~~

If the Board ~~takes action to issue a Notice of Violation~~ **is considering a revocation of a charter school, it shall take action to approve and** ~~it shall~~ deliver ~~the~~ **a** Notice of Violation to the charter school's governing body. The Notice of Violation shall identify: (Education Code 47607; 5 CCR 11965, 11968.5.2)

1. The charter school's alleged violation(s).
2. All evidence relied upon by the Board in determining that the charter school committed the alleged violation(s), including the date and duration of the alleged violation(s). The Notice shall show that each alleged violation is both material and uncured and that it occurred within a reasonable period of time before the Notice of Violation is issued.
3. The period of time that the Board has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s). In identifying this time period, the Board shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.

~~At least 72 hours prior to any Board meeting at which the Board will consider issuing a Notice of Violation, the Board shall provide the charter school with notice and all relevant documents related to the proposed action. (5 CCR 11968.5.2)~~

~~(cf. 9320 - Meetings and Notices)~~

By the end of the remedy period identified in the Notice of Violation, the charter school's governing body may submit to the Board a detailed written response and supporting evidence addressing each identified violation, including, **as applicable, a** ~~the~~ refutation, remedial action taken, or proposed remedial action. (5 CCR 11968.5.2)

CHARTER SCHOOL REVOCATION (continued)

~~Within 60 calendar days of~~ **At** the conclusion of the remedy period **specified in the Notice of Violation**, the Board shall evaluate any response and supporting evidence provided by the charter school's governing body and shall take one of the following actions: (5 CCR 11968.5.2)

1. Discontinue revocation of the charter and provide timely written notice of such action to the charter school's governing body

Note: Pursuant to Education Code 47607 and 5 CCR 11968.5.2, a decision to issue a Notice of Intent to Revoke as provided in item #2 below must be supported by substantial evidence that the charter school has failed to remedy or refute a violation. "Substantial evidence" is not defined in law or state regulations. **When issuing a Notice of Intent to Revoke, it is a best practice for the Board to identify all of the evidence relied upon in determining that the charter school failed to remedy a violation.** The district should consult legal counsel as necessary.

2. ~~If there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the Board's satisfaction,~~ **Continue** revocation of the charter, by issuing a Notice of Intent to Revoke to the charter school's governing body **within 60 calendar days of the conclusion of the remedy period**, if there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the Board's satisfaction. **All evidence relied upon by the Board for the decision shall be included in the Notice of Intent to Revoke.**

If the Board issues a Notice of Intent to Revoke, it shall hold a public hearing concerning the revocation on the date specified in the notice, which shall be no later than 30 days after providing the notice. Within 30 calendar days after the public hearing, or within 60 calendar days if extended by written mutual agreement of the Board and the charter school, the Board shall issue a final decision ~~to revoke or decline to revoke~~ **on the revocation of** the charter. (Education Code 47607; 5 CCR 11968.5.2)

If the Board fails to meet the timelines specified above for issuing a Notice of Intent to Revoke or a final decision, the revocation process shall be deemed terminated. (5 CCR 11968.5.2)

Within 10 calendar days of the Board's final decision, the Superintendent or designee shall provide a copy of the final decision to ~~the California Department of Education (CDE)~~ and the County Board ~~of Education~~. (Education Code 47604.32; 5 CCR 11968.5.2)

CHARTER SCHOOL REVOCATION (continued)

Note: Pursuant to Education Code 47604.32, if a charter school ceases operation for any reason, including revocation, the district must notify the California Department of Education; see BP 0420.41 – Charter School Oversight. In addition, the district and/or charter school must implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962; see AR 0420.4 – Charter School Authorization.

Severe and Imminent Threat

The procedures specified above shall not be applicable when the Board determines, in writing, that any violation under Education Code 47607 constitutes a severe and imminent threat to the health or safety of students. In such circumstances, the Board may immediately revoke the school's charter by approving and delivering a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety to the charter school's governing body, the County Board, and the CDE. (Education Code 47607; 5 CCR 11968.5.3)

Appeals

Note: Pursuant to Education Code 47607 and 5 CCR 11968.5.3-11968.5.5, within 30 days of the Board's final decision to revoke a charter, the charter school may appeal the revocation the Board's decision to revoke a charter, including a revocation based on a severe and imminent threat, may be appealed to the County Board of Education. The County Board may reverse the revocation if it determines that the district's findings are not supported by substantial evidence, in which case the district may appeal the reversal to the SBE. If the County Board upholds the revocation or does not issue a decision within 90 days of its receipt of the appeal, the charter school may appeal to the SBE. Pursuant to Education Code 47607, if either the County Board or the SBE reverses the revocation, the district remains the chartering authority.

Education Code 47607 further provides that, while an appeal is pending, a charter school whose revocation is based on a material violation of any of the conditions, standards, or procedures set forth in its charter, or on a failure to meet or pursue any of the student outcomes identified in the charter, will continue to qualify as a charter school for funding and all other purposes of the Charter Schools Act and may continue to hold all existing grants, resources, and facilities in order to ensure that the education of students enrolled in the school is not disrupted.

As added by AB 97 (Ch. 47, Statutes of 2013), Education Code 47607.3 provides that a charter school may not appeal a revocation made pursuant to Education Code 47607.3 based on findings of the CCEE that the school failed or is unable to implement the CCEE's recommendations or that revocation is warranted based on persistent or acute inadequate performance.

If the Board revokes a charter, the charter school may, within 30 days of the Board's final decision, appeal the revocation to the County Board. **The County Board's decision may subsequently be appealed to the State Board of Education by either** Either the charter school or the district may subsequently appeal the County Board's decision to the SBE.

CHARTER SCHOOL REVOCATION (continued)

However, a revocation based upon the findings of ~~the~~ CCEE pursuant to Education Code 47607.3 may not be appealed. (Education Code 47607, 47607.3; 5 CCR 11968.5.3-11968.5.5)

School Closure

If a charter school ceases operation due to revocation, the Board and/or the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. (Education Code 47603.32)

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992, especially:

47607 Charter renewals and revocations

52052 Accountability: numerically significant student subgroups; definition

CODE OF REGULATIONS, TITLE 5

11960-11969 Charter schools, especially:

11968.5.1-11968.5.5 Charter revocations

COURT DECISIONS

Today's Fresh Start, Inc. v. Los Angeles County Office of Education (2013) 57 Cal.4th 197

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course

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

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 Board Policy

Business and Noninstructional Operations

BP 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing **meal charges, including** delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to **purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to** construct buildings. ~~Revenues also may not be used to purchase land or buildings, unless otherwise approved by the USDA.~~ Authorized expenditures are specified in Education Code 38101 and defined in the California Department of Education's (CDE) California School Accounting Manual.

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

Note: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, **as amended by 84 Fed. Reg. 8247**, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin 10-2019 for information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are required to receive annual training that ~~(1)~~ is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service **and to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. In addition, training is required to** ~~and (2)~~ includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. ~~The~~ CDE provides online training that meets these requirements; see CDE's web site.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by ~~the~~ CDE. (42 USC 1776)

Meal Sales

Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP 3553 - Free and Reduced Price Meals.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

Note: Pursuant to Education Code 38082, the Governing Board may adopt a resolution to authorize serving meals to additional persons other than those listed above. CDE's Nutrition Services Division Management Bulletin 00-111 states that the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals. The following **optional** paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Note: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100).

Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin SNP ~~12-2018~~ **11-2019**.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

(cf. 3553 - Free and Reduced Price Meals)

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Note: Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students **with whose parents/guardians have unpaid meal fees** are not shamed or treated differently than other students. **As amended by SB 265 (Ch. 785, Statutes of 2019), Education Code 49557.5 provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that a school could provide an alternative meal to a student with unpaid meal fees.** For further information **about unpaid meal charges**, see CDE's Nutrition Services Division Management Bulletin SNP-03-2017.

In addition, Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or **served a meal that differs from the meal served to other students denied a meal of the student's choice.** (Education Code 49557, 49557.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Cafeteria Fund

Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

Note: The following section is **optional**. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of ~~the~~ CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

Note: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. USDA Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in USDA Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable **by available** quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Note: Pursuant to Public Contract Code 20111, districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

Note: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years **except that, for school years from 2017-2019 through 2021-22, the three-year review cycle was extended to a five-year cycle pursuant to a waiver submitted by CDE's Nutrition Services Division to USDA.** See CDE's nutrition services web site for a current list of documents that may be requested for the review.

During the Administrative Review, CDE will review district policies on **charge accounts, alternate meals, unpaid meal charges, and guidelines for continually unpaid meal debt, the prohibition against shaming of students whose families cannot pay for a meal or who have unpaid meal debt, and processes for notifying parents/guardians of these policies at the beginning of the school year and when a student enrolls during the school year.**

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by ~~the~~ CDE to ensure compliance of the district's food service program with federal requirements, **related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.**

(cf. 3555 - Nutrition Program Compliance)

Legal Reference: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Legal Reference:

EDUCATION CODE

38080-38086.1 Cafeteria, establishment and use
38090-38095 Cafeterias, funds and accounts
38100-38103 Cafeterias, allocation of charges
42646 Alternate payroll procedure
45103.5 Contracts for management consulting services; restrictions
49490-49493 School breakfast and lunch programs
49500-49505 School meals
49550-49564.5 Meals for needy students, especially:
49550.5 Universal breakfast
49554 Contract for services
49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-~~1791~~ **1793** Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.317-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-~~210.31~~ **210.33** National School Lunch Program

220.1-~~220.21~~ **220.22** National School Breakfast Program

245.8 Nondiscrimination practices for students eligible for free and reduced price meals and free milk

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Paid Lunch Equity Requirement and Calculation Tool-Updated Guidance for School Year 2019-20, NSD Management Bulletin, SNP-11-2019, May 2019

Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019

Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018

Management Resources continued: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Management Resources: (continued)

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018

Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018, January 2018

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

*Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, **January 2015***

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals - FAQs

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017

*Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, **SP 29-2017**, May 2017*

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: Districts that provide breakfast and/or lunch free of charge to all students (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5 should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.

Payments for Meals

Note: State and federal law (Education Code 49550, 49557; 42 USC 1758, 1773; 7 CFR 245.8) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. ~~California Department of Education (CDE) Nutrition Services Division Management Bulletin SNP 03-2018 clarifies that all~~ Districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.

In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

The following section includes recommendations of the ~~California Department of Education's (CDE)s~~ Nutrition Services Division Management Bulletin and the USDA's "~~FAQs About~~ School Meals - ~~FAQs~~" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

Note: ~~CDE's program monitoring process (the Administrative Review) requires districts to continually notify parents/guardians of district policies regarding meal payments, including charge accounts and alternate meals if applicable.~~ Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.

According to USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

the school during the school year. CDE's Nutrition Services Division Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

Note: The following **optional** paragraph may be revised to reflect district practice. According to the USDA's "**FAQs About School Meals - FAQs**," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets ~~at the beginning of the school year and/or~~ when applications for free and reduced-price meals are distributed or approved; (2) maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student; (3) issues at least one advance warning to the student or the student's parent/guardian prior to refusing to issue a replacement ticket; and (4) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, ~~the~~ USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.

In any school that uses a system of meal tickets or other similar medium of exchange rather

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen.

However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, and shall open a new account as appropriate for a student whose account appears to have been misused.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or ~~be~~ refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

Note: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program. Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.

~~At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.~~

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

Note: Education Code 49557.5 requires that parents/guardians be notified no later than 10 days after a student's school meal account has reached a negative balance. At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

Note: The following **optional** paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017.

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

~~The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)~~

Note: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

(cf. 3510 - Green School Operations)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce **that complies with Health and Safety Code 113992**, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

Note: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. **The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund.** (Education Code 38090, 38093)

(cf. 3100 - Budget)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 3300 - Expenditures and Purchases)

Note: Education Code 38101, ~~as amended by AB 3043 (Ch. 593, Statutes of 2018)~~, permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the ~~expenditure's~~ purpose **of** and basis **for the expenditure**. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance SP 60-2016, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Note: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months' average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that ~~the spending plan developed by the district under such circumstances must be approved by the CDE.~~ **CDE may approve a district's net cash resources in an amount greater than three months' average expenditures if the district has a spending plan for the excess funds in place with the Nutrition Services Division.**

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

Note: The following **optional** section is for use by districts that participate in the National School Lunch Program and receive foods from ~~the~~ USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools. **Pursuant to 42 USC 1758, USDA must ensure that foods offered through this program reflect the most recent Dietary Guidelines for Americans.**

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

Note: The following **optional** section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

to Education Code 45103.5, and should be modified to reflect the type(s) of contracts the district maintains; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services **only**, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

(3/18 7/19) 3/20

Policy Reference UPDATE Service

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CSBA Sample Board Policy

Certificated Personnel

BP 4112.2(a)

CERTIFICATION

Note: Under the authority granted by Education Code 44252, the Commission on Teacher Credentialing (CTC) establishes standards and procedures for the issuance and renewal of multiple subject, single subject, education specialist, and other credentials, certificates, and permits and approves applications. Pursuant to Education Code 44251, a preliminary credential is generally valid for five years, during which time the employee must complete the requirements for the clear credential in order to continue to serve in a certificated position. The clear credential must be renewed every five years, but renewal does not require completion of additional coursework or service requirements.

Assignment to certain positions within the district may require additional qualifications. For example, see AR 4112.22 - Staff Teaching English Language Learners, AR 4112.23 - Special Education Staff, and BP/AR 4113 - Assignment.

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

(cf. 4111/4211/4311 - Recruitment and Selection)
(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4113 - Assignment)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

CERTIFICATION (continued)

Priorities for Hiring Based on Unavailability of Credentialed Teacher

Note: **To the extent possible, the district must** ~~When the district is unable to~~ hire a "fully prepared" teacher who ~~has completed a teacher preparation program (i.e., a teacher who~~ holds a clear or preliminary teaching credential), **in the subject or setting of the assignment. The Board may authorize a fully credentialed teacher to serve in an assignment outside the area authorized by the credential if specified criteria are met; see BP/AR 4113 - Assignment and CTC's Credential Information Guide. When the district is unable to hire a fully credentialed teacher,** Education Code 44225.7 permits the district to hire a ~~teacher candidate~~ without those credentials **in accordance with the hiring**, ~~Education Code 44225.7 establishes a hierarchy for such hires, as~~ provided in items #1-3 below.

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher ~~for who is authorized in the subject or setting for~~ each assignment **or, when necessary, a fully prepared teacher serving on a local assignment option**. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

Note: Pursuant to Education Code 44225.7, if a credentialed teacher is not available, priority **for employment** must be given to ~~employing~~ an individual who is enrolled in an approved intern program, as provided in item #1 below. CTC Coded Correspondence 13-01 clarifies that such an individual must possess a CTC-issued intern credential.

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential

Note: Pursuant to Education Code 44225.7, next priority for filling a position should be for a candidate who is scheduled to complete preliminary credential requirements within six months, as provided in item #2 below. CTC Coded Correspondence 13-01 clarifies that such an individual must qualify for and obtain a provisional internship permit (PIP) or short-term staff permit (STSP).

Pursuant to 5 CCR 80021-80021.1, the district may employ persons with ~~an STSP when needed to immediately staff classrooms based on unforeseen circumstances, or~~ a PIP when the district has conducted a diligent search but has been unable to recruit a credentialed teacher, **or an STSP when needed to immediately staff classrooms based on unforeseen circumstances**. Each of these options requires the district to provide orientation, training, and/or guidance; see the accompanying administrative regulation.

2. A candidate who is scheduled to complete preliminary credential requirements within six months and who **holds is granted** a provisional internship permit (PIP) or short-term staff permit issued by the CTC

CERTIFICATION (continued)

Note: 5 CCR 80021.1 requires that a notice of intent to employ a person with a PIP be made public as described in the following paragraph. A copy of the agenda item and the Superintendent or designee's verification of the Governing Board's favorable action must be included as part of the application to the CTC along with other required verifications; see the accompanying administrative regulation.

The Board shall approve, as an action item at a **public an open** Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

Note: Pursuant to Education Code 44225.7, when the district is unable to recruit a credentialed teacher or a teacher who meets the qualifications specified in items #1-2 above, it may request **CTC to approve the assignment of a person who does not meet those criteria. According to CTC Coded Correspondence 13-01, such an individual would need to qualify for a "variable term waiver." For further information about variable term waivers, see CTC's Waiver Requests Guidebook and 5 CCR 80125.** ~~that the CTC issue a "variable term" credential waiver (Education Code 44225; 5 CCR 80120 80125) or a long term emergency permit (Education Code 44300; 5 CCR 80023 80026.6), as provided in item #3 below.~~

~~The STSP and PIP have replaced multiple subject, single subject, and education specialist emergency permits, but the CTC continues to issue the emergency resource specialist permit (5 CCR 80024.3.1), emergency teacher librarian services permit (5 CCR 80024.6), emergency crosscultural, language and academic development permit (5 CCR 80024.8), and emergency bilingual authorization permit (5 CCR 80024.7).~~

3. An individual who ~~holds an emergency permit or for whom~~ **has been granted** a credential waiver ~~has been granted~~ by the CTC

Note: Pursuant to 5 CCR 80023.2, 80026, and 80027-80027.1, the Board must annually approve a Declaration of Need for Fully Qualified Educators prior to hiring a person with an emergency permit or a limited assignment permit to teach outside ~~his/her the~~ area of certification. The form for the Declaration of Need is available ~~in the CTC's online Credential Information Guide, which may be accessed only by employers on CTC's web site.~~ Pursuant to 5 CCR 80026, the Declaration of Need must be approved at a regularly scheduled public Board meeting and is valid for up to 12 months, expiring on June 30 following its submission to CTC.

Prior to requesting that the CTC issue an emergency permit ~~pursuant to item #3 above~~ or a limited assignment permit ~~which allows a fully credentialed teacher to teach outside of his/her area of certification while working toward an added or supplementary authorization,~~ the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled **public open** Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

CERTIFICATION (continued)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

Note: The following **optional** section may be revised to reflect district practice. The National Board for Professional Teaching Standards (NBPTS) offers teachers a voluntary, rigorous advanced certification process to demonstrate professional accomplishment. Some districts provide fee support to teachers seeking this certification. **to improve their practice as educators. Districts can encourage teacher participation by coordinating a cohort of teachers through school or district-based programs, their county office of education, or the NBPTS Resource Center at Stanford University or other NBPTS support networks. A list of current NBPTS support networks can be found on the NBPTS web site.**

Districts and schools may use U.S. Department of Education grant funds (e.g., Title I, Part A; Title II, Part A; Individuals with Disabilities Education Act, Part B), as well as district resources for beginning teachers, for costs associated with teachers pursuing, achieving, and maintaining National Board certification.

~~The Board encourages district teachers to voluntarily complete the requirements for the advanced certification awarded by the National Board for Professional Teaching Standards.~~

~~The Superintendent or designee shall inform all teachers about the program and how to acquire the necessary application and information materials. In accordance with the collective bargaining agreement and the district budget, the Superintendent or designee may provide release time, fee support, a stipend upon completion, or other support to teachers participating in the program.~~

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

CERTIFICATION (continued)

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

- 1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification**
- 2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students**
- 3. Providing substitute teachers to provide release time for participating teachers**
- 4. Providing stipends for teacher participation that match other professional development stipends**
- 5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards**

(cf. 4161.3 - Professional Leaves)

Parental Notifications

Note: The following section is for use by districts that receive federal Title I funds, and may be used or adapted by other districts at their discretion.

20 USC 6312 requires districts receiving federal Title I funds to provide the following annual notification to parents/guardians of students in any school receiving Title I funds. Such districts may choose to provide the same notification to all schools, regardless of whether or not they receive Title I funds. ~~As amended by the Every Student Succeeds Act (P.L. 114-95), 20 USC 6312 no longer requires the notification to include the right of parents/guardians to request information about a teacher's baccalaureate major or graduate certification or degree held by the teacher.~~

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction

CERTIFICATION (continued)

2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. Is teaching in the field of discipline of ~~his/her~~ **the teacher's** certification

(cf. 5145.6 - Parental Notifications)

~~Note: As amended by P.L. 114-95, 20 USC 6312 requires the following notice to parents/guardians whenever a student has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements.~~

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Legal Reference continued: (see next page)

CERTIFICATION (continued)

Legal Reference:

EDUCATION CODE

8360-8370 *Qualifications of child care personnel*

32340-32341 *Unlawful issuance of a credential*

35186 *Complaints regarding teacher vacancy or misassignment*

44066 *Limitations on certification requirements*

44200-44399.1 *Teacher credentialing, especially:*

44250-44277 *Credential types; minimum requirements*

44300-44302 *Emergency permit*

44325-44328 *District interns*

44330-44355 *Certificates and credentials*

44420-44440 *Revocation and suspension of credentials*

44450-44468 *University intern program*

44830-44929 *Employment of certificated persons; requirement of proficiency in basic skills*

56060-56063 *Substitute teachers in special education*

CODE OF REGULATIONS, TITLE 5

80001-80674.6 *Commission on Teacher Credentialing*

UNITED STATES CODE, TITLE 20

6312 *Title I local educational agency plans; notifications regarding teacher qualifications*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.48 *Parent notification regarding teacher qualifications*

COURT DECISIONS

Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-667 *Basic Skills Requirement*

CL-856 *Provisional Internship Permit*

CL 858 *Short-Term Staff Permit*

Credential Information Guide

Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, August 23, 2016

Waiver Requests Guidebook, 2015

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Subject Matter Authorization Guideline Book, 2012

Supplementary Authorization Guideline Book, 2012

California Standards for the Teaching Profession, 2009

The Administrator's Assignment Manual, rev. September 2007

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS PUBLICATIONS

Considerations for Using Federal Funds to Support National Board Certification, 2018

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Management Resources continued: (see next page)

CERTIFICATION (continued)

Management Resources: (continued)

WEB SITES (continued)

Commission on Teacher Credentialing, Credential Information Guide (for employers' use only):

<http://www.ctc.ca.gov/credentials/cig>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

National Board Resource Center: nbcstrong.net

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

(8/14 7/16) 3/20

Policy Reference UPDATE Service

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CSBA Sample Exhibit

All Personnel	E 4112.9(a) 4212.9
EMPLOYEE NOTIFICATIONS	4312.9

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950; 2 CCR 11024	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information
To all employees, prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, prior to implementing alternative schedule	Education Code 46162	AR 6112	Public hearing on alternative schedule
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

E 4112.9(b)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of disaster service workers
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation

E 4112.9(c)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 BP 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act(<i>cfRA</i>); <i>obligation</i> to provide 30 days' notice of need for leave when possible

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated employees upon employment, and to nonpermanent employees in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employees in district with ADA of 250 or more by March 15 of employee's second consecutive year of employment By March 15 of employee's second year of employment, in districts that grant permanent status after two years	Education Code 44929.21	AR 4117.6 BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct

E 4112.9(e)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
To classified employee charged with mandatory leave of absence offense, in merit system district	Education Code 44940.5	AR 4218	Notice of intent to dismiss in 30 days

E 4112.9(f)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, procedures, and employee rights right to hearing, timeline for requesting hearing
To classified employees at least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy

E 4112.9(g)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

IV. To Administrative/Supervisory Personnel

To superintendent , deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session

E 4112.9(h)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	BP 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204; 5193	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice

E 4112.9(i)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

(7/16 3/17) 3/20

CSBA Sample Board Policy

Students

BP 5141.52(a)

SUICIDE PREVENTION

Note: Education Code 215 **mandates** that the Governing Board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. **AB 1767 (Ch. 694, Statutes of 2019) amended Education Code 215 to mandate policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year.** ~~These~~ **The required** components are addressed in the following policy and the accompanying administrative regulation. Also see the California Department of Education's (CDE) ~~model policy~~ **Model Youth Suicide Prevention Policy** developed pursuant to Education Code 215. ~~Although not required by law, districts serving students in grades K-6 may adapt this policy for use in elementary schools.~~

~~The following policy and accompanying administrative regulation should be revised to reflect district practice. Pursuant to Education Code 215, the policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate.~~ **The following policy and accompanying administrative regulation should be revised to reflect district practice and the grade levels offered by the district.**

~~Also see the California Department of Education's model policy required by Education Code 215.~~

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

Note: Pursuant to Education Code 215, **as amended by AB 1767, the district's suicide prevention policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts, and, for policy for grades K-6, the county mental health plan. According to CDE's Model Youth Suicide Prevention Policy, school-employed mental health professionals may include school counselors, psychologists, social workers, and nurses. CDE's model policy also includes consultation with administrators, other school staff, parents/guardians, students, local health agencies and professionals, law enforcement, and community organizations.**

~~It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate.~~

In developing **policy measures** and strategies for **suicide prevention and intervention, the Superintendent or designee shall consult with school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as** ~~use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers,~~ **and school nurses; administrators, other staff, parents/guardians, students,** suicide

SUICIDE PREVENTION (continued)

prevention experts, **such as** local health agencies, mental health professionals, and community organizations; **law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)**

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Note: Education Code 215, as amended by AB 1767, requires that the district's policy for students in grades K-6 be age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. The following paragraph is for use by districts that serve K-6 students, and may be revised as appropriate for the student population served by the district.

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

~~Such measures~~ Measures and strategies **for suicide prevention, intervention, and postvention** shall include, but are not limited to:

Note: Education Code 215, as amended by AB 1767, mandates that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in ~~grades 7-12 on suicide awareness and prevention.~~ all grade levels served by the district. See the accompanying administrative regulation for additional language fulfilling this mandate. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 may be revised to specify other categories of employees who will receive the training.

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students, **as described in the accompanying administrative regulation**

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Items #2-7 below reflect optional strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice.

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

SUICIDE PREVENTION (continued)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

Note: Education Code 215 **mandates** that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Note: The following paragraph is for use by districts that serve students in grades K-6. Education Code 215, as amended by AB 1767, mandates that the district's policy for students in grades K-6 ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

SUICIDE PREVENTION (continued)

(cf. 5141.6 - School Health Services)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

Note: Pursuant to Education Code 215, as amended by AB 2639 (Ch. 437, Statutes of 2018), boards that serve students in grades 7-12 are required to review, and if necessary update, the district's student suicide prevention policy at least every five years.

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to ensure that the district's suicide prevention policies for grades K-6 and 7-12 be readily accessible in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

234.6 Posting suicide prevention policy on web site

32280-32289.5 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-~~5883~~ **5886** Children's Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources: (see next page)

SUICIDE PREVENTION (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003-2019

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

Preventing Suicide: A Toolkit for High Schools, 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <https://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <https://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, **Mental Health Services Suicide Prevention Program:**

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <https://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Suicide Prevention Resource Center: <https://www.sprc.org/about-suicide>

Suicide Prevention Lifeline: <https://suicidepreventionlifeline.org>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

CSBA Sample Administrative Regulation

Students

AR 5141.52(a)

SUICIDE PREVENTION

Note: Pursuant to Education Code 215, districts serving students in grades 7-12 are ~~mandated to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide).~~ **Education Code 215, as amended by AB 1767 (Ch. 694, Statutes of 2019), mandates policy on suicide prevention, intervention, and postvention for grades 7-12 and, beginning in the 2020-21 school year, for grades K-6.** See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice.

Examples of suicide prevention strategies are also available in the California Department of Education's (CDE) ~~model policy~~ **Model Youth Suicide Prevention Policy**, the U.S. Department of Health and Human Services publication Preventing Suicide: A Toolkit for High Schools, and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, and BP 5145.9 - Hate-Motivated Behavior.

~~Effective July 1, 2019, Education Code 215.5, as added by SB 972 (Ch. 460, Statutes of 2018), requires districts that issue or reissue student identification cards to have printed on either side of the card the telephone number of the National Suicide Prevention Lifeline (1-800-273-8255), and allows to have printed on the card the Crisis Text Line (texting HOME to 741741) and/or a local suicide prevention hotline telephone number. If, as of July 1, 2019, the district has unissued student identification cards that do not comply with the above requirements, the cards should be issued until the supply is depleted.~~

~~Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)~~

Staff Development

Note: Education Code 215, **as amended by AB 1767, mandates** that the district's policy ~~and procedures~~ address any training **on suicide awareness and prevention** to be provided to teachers of students in **all grades 7-12 on suicide awareness and prevention levels served by the district.** In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. The following section may be revised to reflect district practice.

Education Code 216, ~~as added by AB 1808 (Ch. 32, Statutes of 2018),~~ requires CDE to identify evidence-based online training program(s), aligned with the requirements of Education Code 215, that districts can use to train students and staff. Additionally, dependent upon funds being appropriated in the annual Budget Act, CDE will provide grants, upon application, to county offices of education for the acquisition of such training programs to disseminate to districts at no cost.

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

SUICIDE PREVENTION (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

Note: Education Code 215 mandates that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the higher rates of suicide among these groups, as provided in item #1 below.

1. The higher risk of suicide among certain groups, including, but not limited to, students who are **bereaved impacted** by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning **youth**

Note: Staff development may include training about individual risk factors associated with suicide, as provided in item #2 below. Information about risk factors is available from CDE, Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other agencies and organizations.

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

SUICIDE PREVENTION (continued)

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed
8. District procedures for responding after a suicide has occurred

Instruction

Note: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school.
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The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum **at appropriate secondary grades in an age appropriate manner** and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors **in oneself and others** and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Develop coping and resiliency skills and self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

SUICIDE PREVENTION (continued)

Student Identification Cards

Note: **The following section is for use by districts that serve students in grades 7-12.** Effective July 1, 2019, Education Code 215.5, as added by SB 972 (Ch. 460, Statutes of 2018), requires districts that issue or reissue student identification cards to have printed on either side of the card the telephone number of the National Suicide Prevention Lifeline (1-800-273-8255), and allows to have printed on the card the Crisis Text Line (texting HOME to 741741) and/or a local suicide prevention hotline telephone number. If, as of July 1, 2020, the district has unissued student identification cards that do not comply with the above requirements, the cards should be issued until the supply is depleted.

Student identification cards **for students in grades 7-12** shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Intervention

Note: Education Code 215 **mandates** that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice.

In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289.5; see BP/AR 0450 - Comprehensive Safety Plan.

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal or school counselor, who shall implement district intervention protocols as appropriate.

Note: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information to avert a clear and present danger to the health, safety, or welfare of the student or others within in the school community. Also see BP 6164.2 - Guidance/Counseling Services.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may

SUICIDE PREVENTION (continued)

disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

~~School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215)~~

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

Note: The following paragraph is **optional**. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.

SUICIDE PREVENTION (continued)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

Note: Education Code 215 **mandates** that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice.

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

Note: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The National Association of School Psychologists, in its Preventing Suicide: Guidelines for Administrators and Crisis Teams, recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school that emphasize the importance of students taking care of each other.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. **Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored.** School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

SUICIDE PREVENTION (continued)

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

CSBA Sample Board Policy

Students

BP 5144.1(a)

SUSPENSION AND EXPULSION/DUE PROCESS

Note: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. Education Code 48918 **mandates** the setting of rules and regulations for student expulsion as specified in this Board policy and the accompanying administrative regulation.

While recognizing that suspension or expulsion of students is sometimes necessary, legislative, administrative, regulatory, civic, and educational leaders are united in the belief that instructional time should be used for student learning purposes and that school discipline should be imposed in a way that, as much as possible, does not exclude students from school or limit their ability or opportunity to learn. According to the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, studies suggest a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance and diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehaviors.

Pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless the student has been subjected to other means of correction which have failed to bring about proper conduct. Such other means of correction include, but are not limited to, conferences between school personnel, and the student, and his/her the student's parents/guardians; use of study, guidance, or other intervention teams to develop a plan to address the behavior in partnership with the student; and participation in a restorative justice program. For further information about specific disciplinary strategies, including alternatives to class or school removals, see BP/AR 5144 - Discipline. Education Code 48900.5 authorizes a district to document in a student's records the alternative means of correction used to address the student's behavior. Furthermore, when a student is being suspended by the Superintendent, principal, or designee, Education Code 48911 requires that the student be informed, during the informal conference that precedes the suspension, of the other means of correction that were attempted before the suspension.

Pursuant to Education Code 48913.5, as added by AB 982 (Ch. 779, Statutes of 2019), when a parent/guardian of a student in grades 1-12 who has been suspended for two or more school days requests homework that the student would otherwise have been assigned, the student's teacher must provide such homework; see BP 6154 - Homework/Makeup Work.

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Note: Pursuant to Education Code 48900(s), a student may be subject to discipline only when the violation is related to a school activity or school attendance as specified below. A student may also be disciplined for a violation committed away from school if it is related to a school activity or to school attendance. For example, Education Code 48900 defines bullying by means of an electronic act as including an act that originates off campus; see the accompanying administrative regulation and BP/AR 5131.2 - Bullying. Another example is the hostile school environment which a victim may suffer from sexual harassment that occurs off campus; see BP/AR 5145.7 - Sexual Harassment.

Except when otherwise permitted by law, a student may be suspended or expelled only when **his/her the** behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

Note: The following paragraph addresses the problem of unlawful discrimination in the administration of student discipline. In their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, DOJ and OCR noted that, based on the civil rights data collection conducted by OCR, students of certain racial or ethnic groups tended to be disciplined more, and sometimes more harshly, than their similarly situated peers in violation of federal nondiscrimination laws. The letter warned that any district determined to have engaged in unlawful discrimination could be subject to OCR investigation and significant remedial action.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Appropriate Use of Suspension Authority

Note: Education Code 48900.5 requires districts to use other means of correction instead of suspension or expulsion except when a student commits certain enumerated offenses. The following section reflects legislative intent regarding appropriate use of suspension as a means of disciplining students and may be modified to reflect district practice.

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when **his/her the student's** presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

Note: The following **optional** paragraph may be revised to reflect district practice.

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

Note: **As amended by SB 419 (Ch. 279, Statutes of 2019)**, Education Code 48900(k) prohibits a district from suspending students in grades K-~~3~~ **8** for disruption or willful defiance **beginning July 1, 2020**.

A district may, but is not required to, and authorizes, but does not require, a district to suspend students in grades ~~4-9~~ **49**-12 for disruption or willful defiance. Even with this authority, districts should be careful in using these grounds, as available data have indicated a disproportionate use with certain student subgroups. Option 1 below is for use by any district that chooses to suspend students in grades ~~49~~ **49**-12 for disruption and/or willful defiance as authorized pursuant to Education Code 48900(k). Any district that chooses to eliminate disruption and willful defiance as reasons for suspending any of its students from school should select Option 2 below. Such districts should also delete the ~~first paragraph in the~~ section titled "Additional Grounds for Suspension and Expulsion: Grades ~~49~~ **49**-12" in the accompanying administrative regulation.

Each option below reflects an exception granted to teachers pursuant to Education Code 48910 to suspend students, including a K-3 student, from class; see section "Suspension from Class by a Teacher" in the accompanying administrative regulation.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

No student in grades K-~~3~~ **8** may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Note: The following **optional** paragraph reflects the Legislature's intent, expressed in Education Code 48900, concerning disciplinary actions against truant, tardy, or absent students. Since these are not enumerated offenses, a district does not have the authority to suspend or expel students for committing any of these acts.

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

Note: As an alternative to off-campus suspension, Education Code 48911.1 authorizes a supervised suspension classroom program for students who pose no imminent danger to anyone at school and who have not been recommended for expulsion, as specified below. Education Code 48911.2 states that, if the number of students suspended during the prior year exceeds 30 percent of the school's enrollment, the district should consider implementing this program and/or another on-campus progressive discipline program.

The following **optional** section is for use by districts implementing a supervised suspension classroom program. Such districts may continue to claim funding apportionments for students so assigned, provided they meet specific criteria which are set forth under "Supervised Suspension Classroom" in the accompanying administrative regulation. A district does not receive funding for off-campus suspensions.

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, ~~under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12,"~~ the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A vote to expel a student shall be taken in an open session of a Board meeting.

Note: Pursuant to Education Code 48917, the Board may decide to suspend the enforcement of an order for expulsion as long as a student satisfies specific conditions. See the accompanying administrative regulation for criteria. In addition, the Attorney General opined in 80 Ops.Cal.Atty.Gen. 85 (1997) that the enforcement of an expulsion order may be suspended even in those cases where the student has committed an offense for which expulsion is required by law. Legal counsel should be consulted as appropriate.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Note: The following paragraph is for use by districts that contract with the California Department of Education (CDE) to operate a California State Preschool Program. Education Code 8239.1, **as added by AB 752 (Ch. 708, Statutes of 2017)**, prohibits the expulsion or disenrollment of a child in a preschool program unless the district has taken specified steps and the child's continued enrollment would present a serious safety threat to the child or other enrolled children. For further details regarding the steps the district must take prior to expelling a child, see BP 5148.3 - Preschool/Early Childhood Education.

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

(cf. 5148.3 - Preschool/Early Childhood Education)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Maintenance and Monitoring of Outcome Data

Note: Education Code 48900.8 and 48916.1 require the district to maintain data related to suspensions and expulsions as provided below. Pursuant to Education Code 48916.1, the Superintendent of Public Instruction

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

may require submission of such data as part of the Federal Program Monitoring process. In addition, 20 USC 7961 requires districts to submit to CDE a description of the circumstances surrounding any expulsions based on bringing or possessing a firearm on campus, including the name of the school, the number of students expelled, and the type of firearms involved.

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

Note: Pursuant to Education Code 52060, districts are required to address school climate in the local control and accountability plan, as measured by student suspension and expulsion rates and other local measures for each school and each numerically significant student subgroup. As defined in Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference:

EDUCATION CODE

212.5 *Sexual harassment*

233 *Hate violence*

1981-1981.5 *Enrollment of students in community school*

8239.1 *Prohibition against expulsion of preschool student*

17292.5 *Program for expelled students*

32261 *Interagency School Safety Demonstration Act of 1985*

35145 *Open board meetings*

35146 *Closed sessions (regarding suspensions)*

35291 *Rules (for government and discipline of schools)*

35291.5 *Rules and procedures on school discipline*

48645.5 *Readmission; contact with juvenile justice system*

48660-48666 *Community day schools*

48853.5 *Foster youth*

48900-48927 *Suspension and expulsion*

48950 *Speech and other communication*

48980 *Parental notifications*

49073-49079 *Privacy of student records*

52052 *Numerically significant student subgroups*

52060-52077 *Local control and accountability plan*

64000-64001 *Consolidated application*

CIVIL CODE

47 *Privileged communication*

48.8 *Defamation liability*

CODE OF CIVIL PROCEDURE

1985-1997 *Subpoenas; means of production*

GOVERNMENT CODE

11455.20 *Contempt*

54950-54963 *Ralph M. Brown Act*

HEALTH AND SAFETY CODE

11014.5 *Drug paraphernalia*

11053-11058 *Standards and schedules*

LABOR CODE

230.7 *Employee time off to appear in school on behalf of a child*

PENAL CODE

31 *Principal of a crime, defined*

240 *Assault defined*

241.2 *Assault fines*

242 *Battery defined*

243.2 *Battery on school property*

Legal Reference continued: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Legal Reference: (continued)

PENAL CODE (continued)

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources: (see next page)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<http://www2.ed.gov/about/offices/list/oese/osh>

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Policy Reference UPDATE Service

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CSBA Sample

Administrative Regulation

Students

AR 5144.1(a)

SUSPENSION AND EXPULSION/DUE PROCESS

Note: CSBA recommends that this administrative regulation be approved by the Governing Board, regardless of **regular** district practice **regarding the approval of administrative regulations**.

Education Code 35291 requires the Board to adopt rules and regulations, which are not inconsistent with law or rules adopted by the State Board of Education, for the government and discipline of the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 **mandate** that districts adopt rules concerning the due process rights of students in expulsion situations, and Education Code 48916 **mandates** procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.

~~The acts for which students may be suspended or expelled are specified in law and in the sections below titled "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12." The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.~~

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

AR 5144.1(b)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-12

Note: The acts for which students may be suspended or expelled are specified in law, **the following section, and in the sections below titled "~~Grounds for Suspension and Expulsion: Grades K-12~~" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12."** The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows **and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:**

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

Note: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in item #12 below. See BP 5131.7 - Weapons and Dangerous Instruments.

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing **his/her own** prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

<p>Note: Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act," which is directed toward a student and which would have serious detrimental consequences upon a reasonable student. Pursuant to Education Code 48900, a student may be disciplined for bullying by means of an electronic act even when the act originated off campus. See also BP 5131.2 - Bullying.</p>

17. Engaged in an act of bullying (Education Code 48900(r))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to **himself/herself self** or **his/her** property; cause the student to experience a substantially detrimental effect on **his/her** physical or mental health; or cause the student to experience substantial interferences with **his/her** academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Note: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation committed by a student at any grade level, as set forth in Education Code 48900.2, 48900.3, or 48900.4, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may be disciplined for the "bullying" but not for the underlying act of sexual harassment, hate violence, or harassment, threat, or intimidation as specified below in **items #1-3 of the section** "Additional Grounds for Suspension and Expulsion: Grades 4-12."

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in **items #1-3 of the section** "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of ~~his/her~~ **the student's** age, or for a person of ~~his/her~~ **the student's** age ~~with his/her~~ **and** disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

Note: Education Code 48900(t) allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. The term "aiding or abetting," is a complex legal term and requires that, at the time ~~he/she~~ **the crime was** committed ~~the crime~~, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, legal counsel should be consulted as appropriate.

Pursuant to Education Code 48900(t), any student who aids or abets a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury is subject to suspension or expulsion as provided in item #1 above.

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Additional Grounds for Suspension and Expulsion: Grades 4-12

Note: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

Pursuant to Education Code 48900(k), except as otherwise provided in Education Code 48910, students in grades K-3 must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades 4-12 based on these grounds, a district may choose, consistent with Option 2 in the accompanying Board policy, to prohibit the use of these reasons for suspending its students. **Any district that chooses to do so should delete the following paragraph.**

None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910.

~~Any student in grades 4-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))~~

~~(cf. 5131.4 - Student Disturbances)~~

Note: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

As discussed in item #17 of "Grounds for Suspension and Expulsion: Grades K-12" above, although Education Code 48900(r) defines bullying to include acts involving items #1-3 below, Education Code 48900.2-48900.4 provide that only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment. The interplay between "bullying" and items #1-3 can raise complex legal issues. Districts should consult legal counsel as appropriate.

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that **he/she the student**:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Additional Grounds for Suspension and Expulsion: Grades 9-12

Note: Pursuant to Education Code 48900(k), as amended by SB 419 (Ch. 279, Statutes of 2019), ~~except as otherwise provided in Education Code 48910,~~ students in grades ~~K-3~~ **K-8** must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades ~~4-12~~ **9-12** based on these grounds, **the following section is for use only by districts that selected Option 1 in the section "Appropriate Use of Suspension Authority" in the accompanying Board policy. Districts that selected Option 2 in the accompanying Board policy, thereby prohibiting the use of these reasons for suspending students at any grade level, should delete the following section. a district may choose, consistent with Option 2 in the accompanying Board policy, to prohibit the use of these reasons for suspending its students. Any district that chooses to do so should delete the following paragraph.**

None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910. **See the section "Suspension from Class by a Teacher" below.**

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Any student in grades 4-12 **9-12** may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

Suspension from Class by a Teacher

Note: The following section is **optional** and may be revised to reflect district practice. While Education Code 48900(k) prohibits a district from suspending students in grades ~~K-3~~ **K-8** for disruption or willful defiance, it still allows for a teacher to suspend a ~~K-3~~ **K-8** student on these grounds.

A teacher may suspend a student, ~~including a grade K-3 student,~~ from class for the remainder of the day and the following day for ~~disruption, willful defiance, or~~ any of the ~~other~~ acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above **or for disruption or willful defiance at any grade level, including grades K-8.** (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, ~~he/she~~ **the student** shall be appropriately supervised during the class periods from which ~~he/she~~ **the student** has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, ~~he/she~~ **the teacher** shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which ~~he/she~~ **the student** was suspended. (Education Code 48910)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which **he/she a recommendation of expulsion** is required **to recommend expulsion**. (Education Code 48915(c))

Note: Education Code 48900.5 limits situations warranting suspension for a first offense to when the violation involves Education Code 48900(a)-(e) or the student's presence causes a danger to persons.

The Superintendent, principal, or designee may impose a suspension for a first offense if **he/she it is** determined **d** that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

Note: Pursuant to Education Code 48900 and 48915, except for certain egregious acts or offenses for which suspension is permissible or mandatory, as specified above pursuant to Education Code 48915(a) or (c), the Superintendent or principal is authorized **to use his/her discretion** to provide an alternative, age-appropriate disciplinary measure that is tailored to correct a student's specific misbehavior. In addition, the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, recommend that effective alternatives to suspension and expulsion be implemented for correcting student misbehavior. For a list of appropriate alternatives, see AR 5144 - Discipline.

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, **he/she the student** may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against **him/her the student**, and shall be given the opportunity to present **his/her the student's** version and evidence **in support of his/her defense**. (Education Code 48911)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives **his/her the** right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

Note: Item #2 below should be revised to reflect the district's processing and reporting procedures.

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

Note: The following **optional** paragraph may be revised to reflect district practice.

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
 - a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

<p>Note: When the student being considered for expulsion is a foster youth, Education Code 48911 and 48918.1 require the district to invite the student's attorney and an appropriate county child welfare agency representative to the meeting specified above. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students." To ensure such invitation, the following paragraph provides that the district liaison for foster youth be notified. However, any district that has designated another position to carry out this responsibility may modify the paragraph to specify that position. For designation of the liaison for foster youth, see AR 6173.1 - Education for Foster Youth.</p>
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- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

<p>Note: Pursuant to Education Code 48918.1, the district's liaison for homeless students must be notified when the student being considered for expulsion is a homeless student. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."</p>

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

Note: The following **optional** paragraph may be revised to reflect district practice. Since Education Code 48900 and 48900.5 require a district, under certain circumstances, to use alternative disciplinary measures prior to imposing suspension, including supervised suspension, the district may, as necessary, provide services that would address the student's specific misbehavior along with the suspension program. For example, the district may require the student to enroll in a program that teaches prosocial behavior or anger management even while the student is suspended.

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct **his/her the** behavior and keep **him/her the student** in school.

Suspension by the Board

Note: The following **optional** section reflects the Board's authority to suspend students from school pursuant to Education Code 48912. In practice, it is impractical for boards to directly exercise this authority since circumstances warranting suspension usually require quick and sometimes immediate action which may not be possible for a board due to legal requirements for taking board actions, such as having a meeting.

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," **and** "Additional Grounds for Suspension and Expulsion: Grades 4-12," **and "Additional Grounds for Suspension and Expulsion: Grades 9-12"** above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session **Purposes and Agendas**)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The Board shall provide the student and **his/her** parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

Note: The following **optional** section is for use by any district establishing an on-campus suspension program pursuant to Education Code 48911.1. However, pursuant to Education Code 48900.5, such a district is required to use other means of correcting a student's behavior before imposing a supervised suspension, unless such a supervised suspension is otherwise permitted by law for a student's first offense. Use of a supervised suspension classroom program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class in accordance with law.

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting **his/her the student's** teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, ~~he/she~~ **the Superintendent or principal** shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication ~~for his/her use~~ or other medication prescribed ~~for him/her~~ by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Note: Education Code 48918 **mandates** that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (Garcia v. Los Angeles Board of Education). In calculating timelines, the district should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Any student recommended for expulsion shall be entitled to a hearing to determine whether ~~he/she~~ **the student** should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

Note: The following section is **optional** and may be revised to reflect district practice. "Stipulated expulsion" is for districts that have adopted an expedited procedure which allows a student to waive **his/her the** right to a pre-expulsion hearing in exchange for an agreement as to the terms of the expulsion. Such waivers are not specifically addressed in law and districts should ensure that the due process rights of students are included in the stipulated agreement and are clearly explained to them before the agreement is signed. Districts should consult legal counsel as appropriate.

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and **his/her** parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or **his/her** parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and **his/her** parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of **his/her the** right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

AR 5144.1(r)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

Note: Education Code 48918.5 **mandates** the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she **the Superintendent or designee** shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her **the** right to: (Education Code 48918.5)

1. Receive five days' notice of his/her **the** scheduled testimony at the hearing
2. Have up to two adult support persons ~~of his/her choosing~~ present at the hearing at the time he/she **the witness** testifies
3. Have a closed hearing during the time he/she **the witness** testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Note: Education Code 48918 **mandates** the Board to adopt procedures that include the following items.

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

Note: Prior to conducting an expulsion hearing to determine whether a foster youth should be expelled, Education Code 48918.1 requires the district to notify the student's attorney and a representative of an appropriate county child welfare agency, provided that the violation does not require a mandatory recommendation for expulsion. Pursuant to Education Code 48918.1, such additional notice must be given to the district liaison for homeless students when the student involved is a homeless child or youth and the violation does not require a mandatory recommendation for expulsion. While such a notice is not required if the offense requires a mandatory recommendation for expulsion, it is nonetheless recommended and the following section reflects this recommendation.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

Note: Education Code 48918 **mandates** that the Board adopt procedures that include the following items.

Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an impartial administrative panel to conduct the hearing; see section "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel" below. Even if the district conducts all expulsion hearings in this manner, the requirements of Education Code 48918 pertaining to the conduct of the hearing must be met.

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Note: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to **have his/her testimony heard testify** in closed session when testifying in public would threaten

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

Note: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In Woodbury v. Dempsey, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.

In accordance with Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," and "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

Note: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult legal counsel as appropriate.

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

Note: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during ~~his/her~~ **the** testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom ~~he/she finds~~ is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which ~~he/she~~ **the complaining witness** may leave the hearing room.
 - (3) The person conducting the hearing may:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to **the normal school** hours ~~he/she is normally in school~~, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from **his/her** school **of attendance**, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Note: For districts that use a hearing officer or administrative panel, Education Code 48918 **mandates** that the Board adopt procedures that include the following section.

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

Note: Pursuant to Education Code 48918, if the hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made, unless the student's parent/guardian requests a different placement. Education Code 48918 also states that a student who is found to have committed any of the violations listed in "Authority to Expel" in the accompanying Board policy but for whom expulsion is not recommended may

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

be referred to **his/her the student's** prior school. However, the hearing officer or administrative panel, like the Board, must recommend expulsion or a suspended expulsion under Education Code 48915, if it finds that a student committed any such violation that mandates expulsion. District should consult legal counsel to resolve this apparent discrepancy.

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by **his/her the student's** parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Note: Education Code 48918 **mandates** that the Board adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 9321.1—Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Note: 20 USC 7961 requires the district, in the consolidated application for federal funding, to provide an assurance that it will comply with the state requirement to expel, for a period not less than one year, any student who brings a firearm to school or possesses a firearm at school.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Note: The following paragraph is **optional**. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12," ~~or~~ "Additional Grounds for Suspension and Expulsion: Grades 4-12," **or "Additional Grounds for Suspension and Expulsion: Grades 9-12"** (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and ~~his/her~~ parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

Note: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are optional and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and ~~his/her~~ willingness to follow a rehabilitation program

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," ~~or~~ "Additional Grounds for Suspension and Expulsion: Grades 4-12," **or "Additional Grounds for Suspension and Expulsion: Grades 9-12"** above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of ~~his/her~~ **the student's** status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Note: Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. However, when the student involved in such a case is a student with a disability, Education Code 49076 requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

When submitting the consolidated application for federal funding, the district must provide assurance that it has adopted a policy requiring referral to the criminal justice system or juvenile delinquency system of any student who brings a firearm or weapon to a school. The following section fulfills this requirement.

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

AR 5144.1(dd)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Placement During Expulsion

Note: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (m) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Readmission After Expulsion

Note: Education Code 48916 **mandates** that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. Items #1-2 below should be revised to reflect district practice.

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board **his/her a** recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

<p>Note: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.</p>
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The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

(12/17 10/18) 3/20

Board Policy

Instruction

BP 6172.1(a)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

Note: The following **optional** policy may be revised to reflect district practice. Education Code 48800-48802 and 76000-~~76002~~ **76004** authorize enrollment in community college courses as an option for a limited number of district students to benefit from advanced scholastic or career technical work.

~~In addition, a limited number of school districts receive funding through the Foundation for California Community Colleges to operate Early College High Schools. The following policy does not address requirements pertaining to early or middle college high schools established pursuant to Education Code 11300-11302. These schools are designed so that students can~~ **These programs provide students an opportunity to** achieve two years of college credit at the same time they are earning a high school diploma, and are targeted toward student groups that historically have below-average high school and college graduation rates (e.g., low-income, at-risk, English language learner, and minority students). ~~For more information, see the Foundation's or California Department of Education's (CDE) web site. Districts that offer such a program may revise the following policy to reflect program goals and requirements.~~

The Governing Board desires to provide opportunities for eligible district students to enroll concurrently in courses offered at postsecondary institutions in order to foster individual student achievement, increase opportunities for students to complete college preparatory course requirements **and/or participate in** career technical education **(CTE) preparation**, and prepare students for a smooth transition into college by providing exposure to the collegiate environment.

(cf. 6143 - Courses of Study)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

Note: The following paragraph is **optional**. Education Code 51225.3 provides that completion of postsecondary courses may be used as an alternative means of satisfying high school graduation requirements when approved by the Governing Board. **See BP 6146.11 - Alternative Credits Toward Graduation.** ~~According to the CDE, students enrolled in college classes will receive credit from the postsecondary institution but,~~ Pursuant to Education Code 48800-48802 and 76001-76002 and as a result of the repeal in 2005 of 5 CCR 1630, the district has discretion to determine whether completion of such courses will receive credit from the district. ~~See BP 6146.11 - Alternative Credits Toward Graduation.~~ **48800, 76001, and 76003, a student will receive credit for community college courses that the student completes at the level determined appropriate by the Board and the governing board of the community college district.**

When it is determined that the postsecondary course in which the student intends to enroll is substantially equivalent to a course provided by the district, the student may receive credit toward high school graduation requirements in addition to credit received from the college.

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

BP 6172.1(b)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

Approval of Concurrent Enrollment

Note: Although the Board may approve students for postsecondary classes in accordance with Education Code 48800 and 48800.5, the decision to admit a student into a postsecondary class rests with the college. Pursuant to Education Code 76002, a community college may restrict the admission of special part-time or full-time students based on age, completion of a specified grade level, and/or demonstrated eligibility for instruction using assessment methods and procedures approved by the Board of Governors of the California Community Colleges. Education Code 76001 requires that community colleges assign a low enrollment priority to special part-time or full-time students in order to ensure that they do not displace regularly admitted students.

The following **optional** paragraph may be revised to reflect criteria for approval established by the Board.

The Board may approve a limited number of students of any age or grade level to apply for part-time or full-time concurrent enrollment in a community college or four-year college when it is determined to be in the student's best interest and the student is adequately prepared for such coursework.

Upon recommendation of the principal and with parent/guardian consent, the Board may authorize a student to ~~apply for attendance at~~ **attend** a community college during any session or term as a special part-time or full-time student and to undertake one or more courses of instruction offered at the community college level. (Education Code 48800)

Note: Education Code 48800 provides a five percent enrollment cap on the number of students at each grade level ~~that who~~ may be recommended for community college summer session. However, this enrollment cap does not include ~~a students~~ who ~~are is~~ enrolled in ~~a~~ college-level lower division general education courses or ~~in a~~ career technical education (CTE) courses leading to a degree or certificate in the subject area, ~~under the conditions~~ **if the course meets the criteria** specified in Education Code 48800. **Pursuant to Education Code 48800, as amended by AB 1729 (Ch. 784, Statutes of 2019), such exceptions are operative through January 1, 2027.**

Within the enrollment limits and exceptions allowed by law, the principal may recommend a student for community college summer session if that student demonstrates adequate preparation in the discipline to be studied and exhausts all opportunities to enroll in an equivalent course, if any, at ~~his/her~~ **the** school of attendance. (Education Code 48800)

~~Any~~ student's parent/guardian, **regardless of the student's age or grade level**, may petition the Board to authorize **special** full-time attendance at a community college **on the ground that if he/she believes** the student would benefit from advanced scholastic or career technical work that would be available. **If the petition is denied, an appeal may be filed with the County Board of Education.** (Education Code 48800.5)

If the Board denies a request for special part-time or full-time enrollment at a community college for a student who is identified as highly gifted and talented, the Board shall issue its

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

written recommendation and the reasons for the denial at its next regularly scheduled Board meeting that falls at least 30 days, but within 60 days, after the request has been submitted. (Education Code 48800, 48800.5)

Note: Pursuant to Education Code 48800.5, if the Board denies any student's petition for full time enrollment in a community college, the student's parent/guardian may file an appeal with the County Board, which must render a final decision, in writing, within 30 days.

Note: The following optional paragraph is for districts that offer an adult education program. Pursuant to Education Code 52620, as added by SB 554 (Ch. 528, Statutes of 2019), an adult education student pursuing a high school diploma or a high school equivalency certificate may be allowed to attend a community college as a special part-time student.

The Board may authorize a student who is pursuing a high school diploma or a high school equivalency certificate through an adult education program, upon recommendation of the administrator of the student's adult school, to attend a community college during any session or term as a special part-time student. (Education Code 52620)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6200 - Adult Education)

College and Career Access Pathways Partnerships

Note: The following optional section is for districts that wish to establish a College and Career Access Pathways (CCAP) program at one or more high schools. Education Code 76004 authorizes the Board to enter into a CCAP agreement with the governing board of a community college district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education. The goals of such programs are to develop seamless pathways from high school to community college for CTE or preparation for transfer, improve high school graduation rates, and/or help achieve college and career readiness. Pursuant to Education Code 76004, as amended by SB 586 (Ch. 529, Statutes of 2019), the Board must present, invite public input, and take action on the proposed agreement at an open Board meeting.

As a condition of adopting a CCAP agreement which provides for CTE pathways, Education Code 76004, as amended by SB 586, requires the Board and the governing board of the community college district to consult with and consider input from the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs.

For further information about CCAP requirements, see the accompanying administrative regulation.

The Board may enter into a College and Career Access Pathways (CCAP) partnership agreement with the board of a community college district for the purpose of offering or expanding dual enrollment opportunities for students. The agreement shall be approved at an open public Board meeting, with an opportunity for public input

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

provided prior to the Board taking action. If the CCAP agreement provides for CTE pathways, the Board shall consult with and consider input from appropriate local workforce board(s) to determine the extent to which the pathways are aligned with regional and statewide employment needs. (Education Code 76004)

Program Evaluation

Note: The following **optional** section should be revised to reflect indicators agreed upon by the Board and Superintendent for evaluating the district's program.

The Superintendent or designee shall regularly report to the Board regarding the number **and demographics** of district students participating in the concurrent enrollment option, their success in completing **in college preparatory courses ("a-g" courses) and** postsecondary courses, and any impact on their achievement in district courses **and graduation rates**.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

11300-11302 Early and middle college high schools

42238.02 Definition of unduplicated student

46141 Minimum day, high school

46145-46147 Minimum day, high school

48800-48802 Enrollment of gifted students in community college

51225.3 Alternative means of satisfying graduation requirements

52620 Adult education and attendance at community college

~~76000-76002~~ **76004 Enrollment in community college**

76140 No community college fee/tuition for special part-time students

87010 Definition of sex offense

87011 Definition of controlled substance offense

Management Resources:

WEB SITES

California Community Colleges **System**: <http://www.cccco.edu>

California Department of Education: <http://www.cde.ca.gov>

California Postsecondary Education Commission: <http://www.cpec.ca.gov>

California State University: <http://www.calstate.edu>

Foundation for California Community Colleges, **Early College High School Initiative**:

~~<http://www.foundationccc.org/ECHS>~~ <https://foundationccc.org>

University of California: <http://www.universityofcalifornia.edu>

7/08 (3/20)

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Instruction

AR 6172.1(a)

CONCURRENT ENROLLMENT IN COLLEGE CLASSES

Credit

Note: Pursuant to Education Code 48800 48802 and 76001 76002, and as a result of the repeal of 5 CCR 1630 in 2005, the district has discretion to determine whether to grant credit for completion of postsecondary courses; see the accompanying Board policy. Education Code 51225.3 authorizes the Governing Board to grant credit for such postsecondary courses as an alternative means of satisfying high school graduation requirements. See BP 6146.11 - Alternative Credits Toward Graduation. Pursuant to Education Code 48800, 76001, and 76003, a student shall receive credit for community college courses that the student completes at the level determined appropriate by the Board and the governing board of the community college district.

Pursuant to Education Code 76004, a special part-time student participating in a College and Career Access Pathways (CCAP) partnership agreement may enroll in up to 15 units per term if specified circumstances are satisfied. See the section "College and Career Access Pathways Partnerships" below.

Unless enrolled as part of a College and Career Access Pathways (CCAP) partnership agreement in which students are authorized to take up to 15 units per term in a community college, as described below, district students enrolled in a community college as special part-time students may enroll in up to 11 units per semester, or the equivalent, in a community college. Such students shall receive credit for community college courses that they complete in an amount jointly determined appropriate by the district and the community college governing board. (Education Code 48800, 76001, 76004)

(cf. 6146.11 - Alternative Credits Toward Graduation)

Note: According to the California Department of Education, concurrent enrollment requires an agreement between the parties on appropriate forms provided by the postsecondary institution. The following optional paragraph may be revised to reflect district practice.

A written agreement regarding the student's enrollment in postsecondary courses and the credits to be awarded for successful completion shall be signed by the student, parent/guardian, principal, and college representative. The student shall be informed whether the credits to be earned are considered academic credits or elective credits, whether the credits count towards high school graduation requirements, and whether the course would need to be completed again during the college years to satisfy college graduation requirements.

To receive district credit for coursework completed at a community college or four-year college, the student or parent/guardian shall submit a transcript showing completion of the course with a passing grade.

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

(cf. 5125 - Student Records)

College and Career Access Pathways Partnerships

Note: The following optional section is for districts that have entered into a CCAP agreement with the board of a community college district. For further information about approval of the CCAP agreement, see the accompanying Board policy.

The district may enter into a CCAP agreement, in accordance with Education Code 76004, which includes terms regarding course offerings, student eligibility, protocols for sharing information, joint facilities use, and staff qualifications.

A copy of the CCAP agreement shall be filed with the Office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the agreement. (Education Code 76004)

Only courses that provide career technical education or preparation for transfer, assist in improving high school graduation rates, or help high school students achieve college and career readiness shall be offered, and physical education courses shall not be provided. (Education Code 76004)

Students may enroll in up to 15 units of community college courses per term if all of the following circumstances are satisfied: (Education Code 76004)

- 1. The units constitute no more than four community college courses per term.**
- 2. The units are part of an academic program that is part of a CCAP agreement.**
- 3. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.**

Note: As amended by AB 30 (Ch. 510, Statutes of 2019). Education Code 76004 requires only one parental consent and principal recommendation for the duration of the student's participation.

A high school student shall submit one parental consent form and principal recommendation for the duration of the student's concurrent enrollment under a CCAP partnership. (Education Code 76004)

The district shall report information annually to the office of the Chancellor of the California Community Colleges as specified in Education Code 76004.

Minimum School Day

~~Except under the conditions specified in Education Code 46146, †~~The minimum day of attendance in district schools shall be 180 minutes for any student who is enrolled part-time

CONCURRENT ENROLLMENT IN COLLEGE CLASSES (continued)

in a community college and any student in grades 11-12 who is enrolled part-time in the California State University or University of California, when the student is enrolled in classes for which academic credit will be provided upon satisfactory completion of enrolled courses. (Education Code 46146, 48801)

(cf. 6112 - School Day)

A student enrolled full-time at a community college shall be exempted from full-time attendance in the district's regular education program. (Education Code 48800.5)

(cf. 5112.1 - Exemptions from Attendance)

However, both part-time and full-time community college students shall be required to undertake courses of instruction of a scope and duration sufficient to satisfy the requirements of law. (Education Code 48800.5, 48801)

Community College Classes on High School Campus

Note: The following **optional** section is for use by districts that maintain high schools. Education Code 76002 details criteria that must be satisfied before the community college district can claim state apportionment for high school students, including the fact that any community college class offered on a high school campus cannot be held during the time the campus is closed to the general public, as defined by the Board at a regularly scheduled meeting. **The Board should adopt a resolution or policy language specifying the time periods at which community college classes may be offered and open to the general public. Boards that adopt such a resolution or policy should establish procedures for members of the general public who are enrolled in community college classes to register immediately upon entering school buildings or grounds, and may want to review their policies regarding visitors to campus, student and staff safety, and campus security, including BP/AR 0450 - Comprehensive Safety Plan, BP/AR 1250 - Visitors/Outsiders, BP/AR 3515 - Campus Security, BP/AR 4157/4257/4357 - Employee Safety, and BP/AR 5142 - Safety.**

If a community college class is to be offered at a district high school campus, the class shall **not be held during the time the campus is closed to the general public.** (Education Code 76002)

be held during the time the campus is open to the general public as determined by the Governing Board. Members of the public who are enrolled in community college class(es) shall register immediately upon entering school buildings or grounds.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5142 - Safety)

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

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 2020-21 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:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approve the "Declaration of Need for Fully Qualified Educators" for the 2020-21 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: 2020-2021

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 /09 /2020 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, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Bonnie Kauzlarich</u>		<u>Director of Personnel</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>

<u>707-374-2995</u>	<u>707-374-1714</u>	<u>June 10, 2020</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

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)	4
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	3
Special Education	2
TOTAL	5

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

National, Brandman, Teachers College of San Joaquin, CSU Sacramento

SCOE College of Education, Fortune College 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 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: June 9, 2020

Attachments: X

From: Katherine Wright, Superintendent

Item Number: 13

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

SUBJECT:

Request approval of election process and Resolution #789 Specification of Election Order, Publication of Notice of Election form, Notice of Election and Certification of maps and boundaries for the November 3, 2020 Elections of District Board Members for the 2020-2024 term of office

BACKGROUND:

Preparations are currently in progress for the November 3, 2020 Elections. Official nominating petitions for eligible candidates desiring to file for any of the election offices may be obtained from the office of Registrar of Voters at 675 Texas Street, Ste #2600, Fairfield, CA 94533., on and after July 13, 2020, and must be filed no later than 5:00pm on August 7, 2020. However, if nomination documents for an incumbent are not filed by 5:00pm on August 7, 2020, any qualified person other than the incumbent shall have until 5:00pm on August 12, 2020 to file. The nomination extension is not applicable where there is no incumbent to be elected (Trustee Areas VI and VII). Candidates must live within the "open" Trustee Area boundaries in order to be nominated or in order to file.

STATUS:

The open offices for which candidates may declare their candidacy are:

Trustee Area IV (Incumbent Marilyn Riley)

Trustee Area VI (Vacant)

Trustee Area VII (Vacant)

Term to be four (4) years (2020-2024)

See attached Resolution #789: Specification of the Election Order

Publication of the Notice of Election

Notice of District Election (English/Spanish)

Map Certification

PRESENTER:

Katherine Wright, Superintendent

COST AND FUNDING SOURCES:

Cost associated with filing the Notice of District Elections and costs associated with the election itself are determined following the election by the election's office.

RECOMMENDATION:

That the Board approves Resolution #789 Specifications of the Election Order, Publication of Notice of Election, Notice of District Election and the District Boundary Map Certification for the November 3, 2020 Election of Board members for Trustee Areas IV, VI and VII.

Time allocated: 5 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 789
Specifications of the Election Order**

WHEREAS, pursuant to Education Code sections 5304, 5322, and 5016, and Elections Code section 10002, the authority for the Specifications of the Election Order, we hereby certify the following with respect to the Board of Trustees members' election in the River Delta Unified School District: An election will be held with the River Delta Unified School District which will affect Solano County:

DATE OF ELECTION:	November 3, 2020
PURPOSE OF ELECTION:	To elect three (3) members of the Board of Trustees of said district (Trustee Areas IV; VI and VII). Said term to be four (4) years unless otherwise specified.

WHEREAS, a statewide general election will be held within the County of Solano on the same day;

WHEREAS, Election Code 10403 requires jurisdictions to file with the Board of Supervisors, a copy with the Registrar of Voters, and a resolution requesting consolidation with a stateside election.

THEREFORE, BE IT RESOLVED, that the River Delta Unified School District requests the Board of Supervisors of Solano County to consolidate the regularly scheduled General District Election with the Statewide General Election to be held on November 3, 2020; and,

BE IT FURTHER RESOLVED that the Solano County Board of Supervisors consolidate the District's Board of Trustees elections with the Statewide General Election to be held on November 3, 2020.

BE IT FURTHER RESOLVED that for said elections, the candidate's statement of qualifications shall be limited to 200 words.

BE IT FURTHER RESOLVED that all candidates, including incumbents, shall be responsible for and provide for the pre-payment of the costs of preparing and distributing the candidate's statement (limited to 200 words) or materials other than the sample ballot and the voter's pamphlet that the candidate wishes sent to each voter.

BE IT FURTHER RESOLVED that if a tie vote makes it impossible to determine which of two or more candidates has been elected to the Board of Trustees, the winner or winners shall be determined by lot.

BE IT ALSO RESOLVED that the Board of Trustees of the River Delta Unified School District agrees to reimburse the Registrars of Voters for actual costs accrued for each election, such costs to be calculated by proration method set forth in the County's current Election Cost Allocation Procedures on the basis of the amount of services provided to the River Delta Unified School District.

PASSED AND ADOPTED the 9th day of June, 2020, by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

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. 789**, 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.

Marilyn Riley, Clerk
Board of Trustees
River Delta Unified School District

June 9, 2020
(Date)



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

PUBLICATION OF NOTICE OF ELECTION

Elections Code '12112 requires the publication of a "Notice of Election". The Notice shall contain the date of the general district elections, name of the offices for which candidates may file, and state the qualifications required by the principal act for each office, as well as other pertinent information.

RIVER DELTA UNIFIED SCHOOL DISTRICT recommends that the Registrar of Voters publish (check one only):

A combined election notice with other districts

or

A separate/individual district notice. (If a separate/individual district notice is requested, the district is responsible for the notice and its publication.)

Dated: June 9, 2020

Katherine E. Wright, Superintendent
River Delta Unified School District

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

NOTICE OF DISTRICT ELECTION

Notice is hereby given that a General District Election will be held November 3, 2020 in this District. The offices for which candidates may declare their candidacy are:

MEMBERS OF THE BOARD OF TRUSTEES, FOUR (4) POSITIONS:

Trustee Area IV (Incumbent Marilyn Riley)
Trustee Area VI (Vacant)
Trustee Area VII (Vacant)

Primary Qualifications: Each candidate must meet the following qualifications for office as specified in the principal act or code under which this district is organized:

Any person, regardless of sex, who is 18 years of age or older, a citizen of the State of California, a resident of the River Delta Unified School District*, a registered voter, and who is not disqualified by the Constitution or laws of the State from holding a civil office, is eligible to be elected or appointed a member of a governing board of a school district without further qualifications. (Education Code section 35107(a))

***Secondary Qualification:** As a resident of the District, the candidate(s) must reside in the Trustee Area which they wish to represent.

Official Declarations of Candidacy for eligible candidates desiring to file for any of the elective offices may be obtained from their home county office on and after July 13, 2020 and must be filed not later than 5:00 p.m. on August 7, 2020:

Solano County
Registrar of Voters
675 Texas Street, Ste # 2600
Fairfield, CA 94533
(707) 784-3351 (Candidate Services)
(707) 784-3357 (General)

However, if a declaration of candidacy for an incumbent is not filed by the latter date and hour, any person other than the incumbent shall have until 5:00 p.m. on August 12, 2020 to file a declaration of candidacy for such office.

Appointment to each elective office will be made by the supervising authority as prescribed by Elections Code §10515 in the event there are not candidates or an insufficient number of candidates for such office and a petition for an election is not filed within the time prescribed by Elections Code §10515; that is by 5p.m. on August 12, 2020.

Dated this 9th day of June, 2020

By _____
Katherine E. Wright, Superintendent and Secretary

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



DISTRITO UNIFICADO RIVER DELTA

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

AVISO DE ELECCIÓN DEL DISTRITO

Por la presente se da **aviso** de que se realizará una Elección General de Distrito el 3 de noviembre de 2020 en este Distrito. Los cargos para los que los candidatos pueden declarar su candidatura son:

MIEMBROS DEL CONSEJO DE ADMINISTRACIÓN, CUATRO (4) POSICIONES:

Área de Síndicos IV (Titular Marilyn Riley)
Área de Síndicos VI (Vacante)
Área de Síndicos VII (Vacante)

Calificaciones Primarias: Cada candidato debe cumplir con los siguientes requisitos para el cargo según lo especificado en la ley principal o el código bajo el cual se organiza este distrito:

Cualquier persona, independientemente de su sexo, que tenga 18 años de edad o más, un ciudadano del estado de California, un residente del Distrito Escolar Unificado de River Delta *, un votante registrado y que no esté descalificado por la Constitución o las leyes del Estado de ocupar un cargo civil, es elegible para ser elegido o nombrado miembro de una junta de gobierno de un distrito escolar sin más calificaciones. (Código de Educación, sección 35107 (a))

***Calificación Secundaria:** Como residente del Distrito, los candidatos deben residir en el Área de Fideicomisarios que desean representar.

Declaraciones Oficiales de Candidatura los candidatos elegibles que deseen presentarse en cualquiera de los cargos electivos pueden obtenerse de la oficina del condado *de origen* a partir del 13 de julio de 2020 y debe presentarse a más tardar a las 5:00 p.m. el 7 de agosto de 2020:

Condado de Solano
Registrador de Votantes
675 Texas Street, Ste # 2600
Fairfield, CA 94533
(707) 784-3351 (Servicios para Candidatos)
(707) 784-3357 (General)

Sin embargo, si una declaración de candidatura para un titular no se presenta en la última fecha y hora, cualquier persona que no sea el titular tendrá hasta las 5:00 p.m. el 12 de agosto de 2020 para presentar una declaración de candidatura para dicho cargo.

La autoridad de supervisión hará una cita para cada cargo electivo según lo prescrito en el Código Electoral §10515 en caso de que no haya candidatos o un número insuficiente de candidatos para dicho cargo y no se presente una petición para una elección dentro del tiempo prescrito por las Elecciones Código §10515; eso es a las 5 p.m. el 12 de agosto de 2020.

Fechado este 9 de junio de 2020

Por _____
Katherine E. Wright, Superintendente y Secretaria

Creating Excellence To Ensure That All Students Learn

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

June 9, 2020

Solano County
Registrar of Voters
675 Texas Street, Ste # 2600
Fairfield, CA 94533

Dear Sir:

RE: Board Elections 2020 -- Map Certification

There have been no boundary changes for River Delta Unified School District since the approved rearrangement of the RDUSD Trustee Area boundaries approved by the Sacramento County Committee on School District Organization on September 28th, 2019. A copy of these changes were provided to you at this time.

Therefore, we hereby affirm and certify that the map and boundary description, which you have on file, is correct and current.

If you have need of any further information, please contact us.

Sincerely,

Katherine E. Wright
Superintendent

jg

cc: Board of Trustees

Creating Excellence To Ensure That All Students Learn

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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 9, 2020

Attachments: _____

From: Bonnie Kauzlarich, Director of Personnel

Item Number: 14

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

SUBJECT:

Request to approve the Elimination of Special Education Instructional Assistant III

BACKGROUND:

Eliminate Instructional Assistant III support, for a River Delta special education student, who attends school outside of our District, and who will have aged out of the program for the 2020-2021 school year.

STATUS:

To eliminate the 7.5 hr/day instructional assistant III position, for a special education student, who is transported by the River Delta transportation department to a school outside of the River Delta USD.

PRESENTER:

Nicole Latimer, Director of Educational Services and Special Education

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the elimination of the 7.75 hr/day instructional assistant III position for the 2020-2021 school year.

Time allocated: 2 minutes